

MEMORANDUM OF AGREEMENT

2019-2024

Between

**The Unified Government of Wyandotte County,
Kansas City, Kansas**

and

The International Association of Firefighters

Local No. 64

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DEFINITIONS

Chief - Chief of the Kansas City, Kansas Fire Department.

City - City of Kansas City, Kansas.

Corps – Fire Prevention, Emergency Operations, First Deputy Corps.

Department - Kansas City, Kansas Fire Department.

Deputy Chief – A chief officer who is in charge of a corps comprised of multiple divisions.

Division Chief - A chief officer of the Kansas City, Kansas Fire Department who is in charge of a Department Division.

Divisions - Training, Fire Suppression and Rescue, Emergency Medical Services, Specialty Operations, and Communications or as otherwise created by the Department.

Employee - All persons employed by the Fire Department who are members of the bargaining unit.

Employer - Unified Government of Wyandotte County/Kansas City, Kansas.

Executive Committee - IAFF Local No. 64, President, Vice-President, Secretary-Treasurer, Recording Secretary and Five Elected Executive Board Members.

Fire Department - Kansas City, Kansas Fire Department.

Firefighter - Sworn member of the Kansas City, Kansas Fire Department who is assigned to a fire suppression position and who works twenty-four (24) hour shifts.

Firefighter/Paramedic - Sworn member of the Kansas City, Kansas Fire Department who is assigned to a fire suppression/Paramedic position and who works twenty-four (24) hour shifts.

Gender - The male shall include the female and the female shall include the male.

Memorandum - Memorandum of Agreement between Unified Government of Wyandotte County/Kansas City, Kansas and IAFF Local No. 64.

Paramedic – An Employee possessing an active license as a Paramedic from the Kansas Board of Emergency Medical Services.

Permanent Employees - Fire Department employees who have successfully completed their 12

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month probationary period and have received a permanent appointment.

Shift Days - 24 Hour work periods.

Specialized Units - Training, Shop, Recruitment, Special Operations and other units so designated by the Department.

UG - The Unified Government of Wyandotte County/Kansas City, Kansas.

Union - IAFF Local No. 64.

MEMORANDUM OF AGREEMENT

ARTICLE 1 - PREAMBLE

This Memorandum of Agreement (hereinafter "Memorandum") is entered into by and between the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter "Employer" or "UG"), and Local No. 64, International Association of Firefighters (hereinafter "Union").

It is the purpose of this Memorandum to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours and other conditions of employment.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for all sworn employees of the Fire Department of the rank of captain (or equivalent) and below, except that confidential and supervisory employees are excluded.

The Unified Government recognizes the Union as the exclusive bargaining agent for all of the bargaining unit member dispatchers who are described as sworn fire department dispatchers. However, all of the bargaining unit member dispatchers will be supervised by individuals as designated by the UG Administrator. All of the bargaining unit member dispatchers will be paid as determined by the Unified Government and will be assigned serial numbers by the Unified Government. These bargaining unit members were among those who were originally subject to the Order of certification in 75-UDC-3-2002.

ARTICLE 3 - NON-DISCRIMINATION

UG and the Union agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; that neither the Employer nor the Union shall interfere with the right of employees covered by this Memorandum to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or lawful Union activity or non-membership or non-activity; that each will comply with applicable laws and regulations regarding discrimination against any employee or Union member due to such person's race, color, creed, religion, national origin, sex, age or disability. When words of gender are used in this Memorandum, the male term shall include the female and the female term shall include the male. The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit.

ARTICLE 4 - UNION BUSINESS

§ 4.1 Conferences, Conventions, Seminars and Symposiums

Designated members of the Union shall be granted time off without loss of pay to attend certain conventions, conferences, seminars and symposiums, with the consent of the Chief. Time off requests must be submitted two weeks prior to a convention, conference, seminar or symposium. The referenced conventions, conferences, seminars or symposiums will be the International Association of Firefighters' Convention (not to exceed four (4) members of the Union every other year), the John P. Redmond Safety Symposium (not to exceed four (4) members of the Union every other year), and the Kansas State Fire Council of Firefighters Convention (not to exceed eight (8) members of the Union) and the Human Relations Conference (not to exceed three (3) members of the Union); the District 2 Symposium (not to exceed six (6) members; and the IAFF Legislative Conference (not to exceed two (2) members). If as a result of any of the above, a shortage of manpower exists, then the Department may invoke its rights under Article 24, paragraph 7.

§ 4.2 Local Meetings

The President, Business Manager/Recording Secretary, Secretary/Treasurer of the Union shall be allowed reasonable time off to attend not to exceed two (2) regular meetings and two (2) special meeting per month of the local Union. The Chief shall be given written notice at least seven (7) calendar days in advance of such regular meetings and must consent to these Union officers being granted time off for any special meetings.

§ 4.3 Pay For Negotiators

UG will permit not to exceed five (5) Local Executive Board members time off with pay for time actually spent in collective bargaining sessions with UG.

§ 4.4 Local Union Business

Nothing contained within this Memorandum of Agreement shall alter the existing past practice between the Parties which allows Local Executive Board Members to conduct authorized Local Union business during their regular working hours, provided that the Chief and the appropriate supervisor are given notice that such representative of the Local will be so engaged and consent thereto. Time spent in handling Union Business outside of the Local Executive Board Members normal work hours shall not be considered time spent in the employ of UG. Subject to the approval of the Chief or his designated representative, the Local Union President shall be allowed time off without loss of pay to engage in activities that benefit the UG, the Department or Department employees.

ARTICLE 5 - PROBATIONARY PERIOD

§ 5.1 New Hires

A new employee appointed to the Fire Department shall serve a probationary period of one (1) year, shall pass the necessary examinations and shall satisfactorily perform his duties before he or she becomes a permanent employee.

A new dispatch employee shall serve a probationary period of one (1) year, shall become certified as required and shall satisfactorily perform his or her duties before he or she becomes a permanent employee. This period may be extended for a time not to exceed ninety (90) days, by the written agreement of the Employer, Employee and Union. Any interruption of employment (leave, sickness, etc.) during the probationary period in excess of five (5) days shall not be counted as part of the period. During that time the employees may be discharged or disciplined at the sole discretion of the Employer without recourse to the provisions of this Addendum or the foregoing IAFF Memorandum. Probationary employees shall not accrue seniority until the completion of their probationary period. Upon the completion of the probationary period, the employee's seniority date will be measured from his or her date of hire. An employee's probationary period shall commence on the employee's first (1st) physical day on the job.

§ 5.2 Promotions

An Employee who receives a promotion to a higher rank shall serve a probationary period of six (6) months in such higher rank, unless extended by mutual written agreement between the Department and the Union, before such appointment becomes permanent.

§ 5.3 Retention or Removal

If a probationary employee is unsatisfactory to the Employer, then the employee and the Union (unless the employee requests that the union not be notified) shall be notified in writing that he is not to be retained. If he is retained beyond the probationary term, then his appointment or promotion shall be deemed permanent. An employee who does not satisfactorily complete the probationary period for promotion shall be returned to his last permanent rank.

ARTICLE 6 - PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct, each month, dues and assessments in any amount certified by the Union and authorized by the employee from the pay of those employees who individually request, in writing (Dues Deduction Authorization Slip), that such deductions be made. Employees may revoke the authorization by giving thirty (30) calendar days written notice to the Employer. The employer will notify the Union of any revocation of dues deductions. The total amount of deductions shall be remitted, each month, by the Employer to the Treasurer of the Union.

ARTICLE 7 - CALL BACK PAY

Employees who are called back to work after leaving their normal shift shall be compensated for all time actually so worked at the overtime rate. Employees shall receive a minimum of four (4) hours pay at their regular straight time rate or the actual time worked at the overtime rate, whichever is greater. Employees shall not be compensated for "travel time," to or from work. Call backs shall be made in accordance with the Department's orders concerning the same.

ARTICLE 8 - LEAVES OF ABSENCE

§ 8.1 Leaves of Absence

Leaves of absence shall be without pay unless specifically stated that they are to be with pay.

§ 8.2 General Leaves of Absence

Any general leave of absence that may be granted is the decision of the Chief. The maximum general leave of absence shall be thirty (30) calendar days. The UG Governing Body may extend such leave for any periods not to exceed thirty (30) calendar days upon receipt from the Chief of a written recommendation to that effect. Any employee desiring a general leave of absence shall submit a written request to the Chief, setting forth the reasons for the request at least seven (7) calendar days prior to the commencement of the requested leave, except in cases of emergency. If such request is denied, the reason for such denial shall be made known to the requesting employee. The time an employee spends on general leave of absence shall not be counted as time worked in determining vacation benefits or any other benefits under this Memorandum or under law.

§ 8.3 Military Leave

Any employee who voluntarily or involuntarily enters active duty in any branch of the military service, including all Guard and Reserve units of the Armed Forces of the United States, may be placed on military leave of absence without pay. Any employee who is a member of the National Guard or any other component of the Military Reserve may be granted a leave of absence without pay to meet his military obligation. Military obligation means required summer camps and meetings, and may or may not, in accordance with Federal Law, include camps and training sessions attended voluntarily. In either case, such employee shall comply with UG procedures in requesting such leave and upon his separation from the service he shall be entitled to such benefits accruing to him under existing Federal laws and regulations and agreement then in effect. An employee on military leave shall report for duty with the Department within ninety (90) days of his separation from service on his initial tour of duty or he will be considered as having voluntarily resigned.

§ 8.4 Death in the Family Leave

Each employee shall have, in the event of a death in his immediate family, not to exceed three (3) consecutive calendar days off for 40 hour personnel or one shift day off for 24 hour personnel, with pay, but such leave shall not extend beyond the day after the funeral. The term "immediate family" shall include the employee's spouse, children, parents, step-parents, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, parents of spouse, grandparents of spouse, or a relative living in the employee's home. The Chief or his designee at their discretion may grant death in the family leave to an employee to attend the funeral of other relatives, or extend the funeral leave, at their discretion under extenuating circumstances. The employee shall provide verification of the death of the immediate family member.

§ 8.5 Injury Leave

a) An employee who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of this section. Additionally, an employee who contracts an "occupational disease," as defined and applied by the Kansas Workers' Compensation Act (K.S.A. 44-5a01, as amended), which disease arises out of and in the course of the employee's employment which disease results from the nature of the employment in which the employee was engaged with the Department, and which was actually contracted while so engaged, may be eligible for the benefits provided by the provisions of this section. The applicable provisions of the Kansas Workers' Compensation Act shall provide the parties with authority to determine if employees of the bargaining unit are entitled to the benefits of this section for occupational diseases.

b) Claims due to stress, mental disorder or mental injury may be compensable under this section if the stress, mental disorder or mental injury is occasioned by an act of duty as an employee in their response to an emergency call.

c) If the injured employee, in the opinion of his and the Department's physicians, is unable to work because of such injuries he may be granted injury leave. If the employee is granted such leave he shall receive his regular base pay for a period not to exceed fifteen (15) months. Such leave shall be terminated when the employee's or the Department's physician determines that the employee is able to return to work. No employee will lose any benefits while on approved injury leave.

d) The maximum amount of leave allowed under this section for any one injury or series of injuries, shall be a cumulative fifteen (15) months at the end of which the injured employee must return to his regular full-time Departmental duties, apply for a disability pension, resign his position with the Department or be terminated.

e) An employee on injury leave shall be required to periodically (at least every forty-five (45) calendar days) acquire and provide to the Department a report, from his attending

physician, stating clearly the employee's medical condition, the likelihood of said employee's return to work and a physician's statement, based upon reasonable medical certainty as to when the injured employee may return to the employee's regular duties with the Department.

f) The Department may allow, by mutual agreement of the employee and the Department, or may require with a written release from the employee's treating physician, including specialist if applicable, an employee on approved injury leave, at any time, to return to light duty if the employee is able to perform the work and the Department has a position available. In this event the employee may be placed at the discretion of the Department. However, any time spent on light duty shall be included within the maximum fifteen (15) months injury leave provided in paragraph (c) hereinbefore. If at the end of the total cumulative fifteen (15) month period the employee is still unable to perform his or her regular full duties then the employee must apply for a disability pension, resign his or her position with the Department or be terminated.

g) An employee injured on duty, must report, if reasonably able, in writing, such injury forthwith to his immediate supervisor. The injury shall be recorded in the fire company's log book as to date, time, location and type of injury. The employee shall then be required to forthwith report to a physician authorized by the health care plan of which the firefighter is a member for examination and/or treatment. If such physician is not available then the firefighter shall be required to report to a hospital emergency facility for examination and/or treatment. The injured employee shall return a written verification to the Department that he has been so examined and/or treated. An employee shall not be entitled to receive injury leave benefits unless he complies with this section.

h) When an employee is on injury leave, the UG may require the employee to be examined by a physician of the Department's choosing to determine the capability of the employee to return to duty.

i) Employees on approved injury leave are prohibited from being gainfully employed or being self-employed.

j) No employee will be entitled to receive more salary as a result of receiving the benefits of this section than he would have received had he been working and receiving his base pay during this time period.

k) Any medical examinations and/or treatments which are required by the Department will be provided under the applicable group health and medical plan. Any deductible amount not paid by this coverage shall be the responsibility of the UG. If the carrier denies coverage the UG shall be responsible for the full costs of such examinations.

l) Employees are required when initially requesting injury leave to execute Department forms which authorize the employee's treating physician(s) to release the relevant medical records to the Department and to respond to the Department's inquiries concerning the capability of the employee to return to work and/or to return to work light duty. The Department

will provide the physician(s) with a general description of the duties of the light duty position when requesting his/her opinion(s).

m) Injury Leave – Dispatch.

- i. Subsection a. through d. and k. of this Section 8.5 are inapplicable to dispatch employees.
- ii. An employee who sustains injuries arising out of and in the course of his or her employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the employee is unable to work, he or she shall receive the difference between her regular pay and the workers' compensation benefits he or she receives for the first thirteen (13) weeks of any such injury leave. Thereafter, any further injury leave shall be at the discretion of the UG Commission.

§ 8.6 Sick Leave

a) Entitlement

1) All permanent employees shall be allowed leave with pay on account of sickness or non-duty related injury at the rate of one and one fourth (1-1/4) calendar days for each calendar month of full service by such employees.

2) Sick leaves shall not accumulate during general leaves of absence, extended military leave of more than thirty (30) days, suspensions or layoff.

3) Twenty-four (24) hour shift employees must actually work or be credited with working at least six (6) shift days per month and forty (40) hour employees must actually work or be credited with working at least twelve (12) work days per month in order to accumulate the referenced Sick Leave entitlement.

b) Limitation of Accumulation

There shall be no limit on the number of sick days that the employee may accrue.

c) Transferred Employees

When an employee is transferred to another department of UG, any unused sick leave that may have accumulated to his credit shall continue to be available for his use as necessary.

d) Termination

Upon an employee's voluntary resignation, termination for just cause or layoff due to personnel reduction, any accrued, unused sick leave shall be forfeited.

e) Pension

An Employee who shall have accumulated sick leave and is eligible for a pension in accordance with the provisions of the Kansas Police and Fire Department Retirement Systems Act, shall upon retirement receive regular straight time compensation for any accumulated unused sick leave, but such compensation shall not exceed four (4) months base pay.

Thirty (30) days of accumulated sick leave shall be used for each one (1) month's equivalent pay. If an employee has less than the referenced number of accumulated sick leave, he shall receive the pro-rated one-thirtieth (1/30th) of one (1) month's pay for each day of accumulated sick leave existing at that time.

f) Use Provisions

1) The payment to an employee of paid sick leave shall be subject to the following rules:

a) Sick leave may only be used for the purpose for which it was intended, that being to provide an employee with protection against a loss of pay due to a bona fide illness.

b) Employees on approved sick leave are prohibited from being gainfully employed or being self-employed.

c) The granting of sick leave shall be at the determination of the Chief or his designee.

d) The employee shall not be entitled to receive paid sick leave unless he shall notify his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.

e) If an employee reports for work and then leaves during his tour of duty due to illness, the employee must report same to his supervisors before leaving the Department's premises and, upon request of his supervisor(s), the employee shall sign an authorization to allow the UG to acquire the employee's relevant medical records and/or a report, from his attending physician, stating clearly the nature of the illness or injury, the probable length of time it will be necessary for the employee to be absent due to such illness or injury, a statement of the treatment being provided the employee and a statement that the employee was unable to work the day(s) of his absence due to his illness or injury.

f) Any permanent employee who is absent for more than one (1) consecutive shift day for 24-hour employees or two (2) consecutive workdays for 40-hour

employees due to illness or injury, shall provide a report from the employee's attending physician, stating clearly the nature of the illness or injury, the probable length of time it will be necessary for the employee to be absent due to such illness or injury, a statement of the treatment being provided the employee and a statement that the employee has been seen and treated and was unable to work the day(s) of his absence due to his illness or injury. Such employees must also be at their place of residence during the hours of the employees shift for which the employee has called off sick unless: (1) the employee can provide documentary proof upon the employee's return to work that their absence was necessary for seeking medical care or treatment from or at the direction of the employee's attending physician; or, (2) after the employee has provided to the Department a report from the employee's treating physician attesting that the employee has incurred an injury or has a chronic, serious medical condition but is nonetheless ambulatory.

g) The Chief or his designee shall request on the first day of sickness after said employee has laid off two (2) sick leaves in any twelve (12) consecutive month period a statement signed by the employee's treating physician stating clearly that the employee was seen and treated, the nature of the illness or injury, the probable length of time it will be necessary for the employee to be absent due to such illness or injury, a statement of the treatment being provided to the employee and a statement that the employee was unable to work the day(s) of his or her absence due to his illness or injury. Such employees must also be at their place of residence during the hours of the employee's shift for which the employee has called off sick unless: (1) the employee can provide documentary proof upon the employee's return to work that their absence was necessary for seeking medical care or treatment from or at the direction of the employee's attending physician; or, (2) after the employee has provided to the Department a report from the employee's treating physician attesting that the employee has incurred an injury or has a chronic, serious medical condition but is nonetheless ambulatory. The employee shall be notified in writing when he has laid off two (2) sick leaves in any twelve (12) month period.

h) Sick Leave Buyback.

Employees who have at least 480 hours of sick leave in their sick leave bank are permitted to sell back to the Unified Government at the end of a calendar year sick leave based upon the following usage table:

Sick leave used per year	Hours permitted to sell back
None (8-hr)	96 hours (24-hr) / 64 hours
One (1) shift (8-hr)	72 hours (24-hr) / 48 hours
Two (2) shifts	48 hours (24-hr) / 32 hours

(8-hr)

Three (3) shifts or more

None

The provisions of this Section 8.6(h) shall only apply if the total amount of unscheduled leave (sick leave, Covid-sick, family illness and injured on duty leave including any such leave taken in conjunction with FMLA) from July 1st through June 30th is reduced by the following percentages from the amount of such leave taken by the bargaining unit in the 2021 calendar year: 2022 – 20%, 2023 – 30%, 2024 – 35%. The number of hours of unscheduled leave taken by the bargaining unit in 2021 is 122,730 hours.

i) Any employee who averages three (3) or more sick leaves per year from his date of employment, shall be classified as an "excessive user" of sick leave and the Chief shall inform him in writing that he has been placed in this category. An employee in the "excessive user" category will be governed by the following rules:

1) Such employee during a sick leave absence shall be checked to see if he is at home and if not there, the employee must supply proof that he was at the doctor's office, or hospital during that time. If proof cannot be supplied, the employee shall receive six (6) consecutive calendar days off of work without pay for the first offense; fifteen (15) consecutive calendar days off of work without pay for the second offense; thirty (30) consecutive calendar days off for the third offense; and termination for the fourth offense. Discipline for the fourth offense is subject to the Chief's discretion.

j) Employees not using any sick leaves including family illness from January 1st through December 31st of any calendar year shall receive one (1) extra twenty-four (24) hour day off with pay the following year if a twenty-four (24) hour employee and forty (40) hour employees shall receive two (2) working days off with pay. Such days may be taken by the employee, schedule permitting and with consent of his supervisor.

k) Records of Sick Leave

It shall be the duty of the Department to keep a permanent record of sick leave and each employee's accumulation and use of sick leave.

l) Payment Beyond Accrued Vacation and Sick Leave

Any employee who, on account of a non-job related illness or injury, is absent beyond the period of time for which he has accrued sick leave and vacation leave may apply to be paid at the rate of one-half (1/2) the usual wages or salary such employee was receiving at the time the illness or injury commenced, for a period not

to exceed six (6) months. The granting of such additional leave shall be at the discretion of the UG Commission. A return to work for a period of thirty (30) days shall be prerequisite to the vesting of an entitlement to any second or subsequent period of half-pay not to exceed six (6) months.

m) Family Illness

Employees may, with the Chief's permission, take a family illness leave with pay. Such leave shall not exceed two (2) twelve (12) hour days or one (1) twenty-four (24) hour day for twenty-four (24) hour shift employees or two (2) work days for forty (40) hour employees within a calendar year, unless the employee provides a written note from the family member's treating physician indicating that the employee's absence on the date of the family illness was necessitated to provide care for the family member's illness or injury. Such leave may be extended when in accordance with the treating medical doctor's specific orders. This leave shall be charged to the individual employee's accumulated sick leave; however, the leave shall not count as an occurrence.

n) Sick Leave Donation

Bargaining unit employees may be allowed to donate sick time to other bargaining unit employees of the Fire Department who have a catastrophic or life threatening personal illness under the following conditions:

1. All other accrued paid leave and/or time must be exhausted before donated time can be used.
2. Employees who are excessive users of sick leave under Section 8.6 leave are not eligible to receive sick leave donations.
3. Donating employees must have at least one hundred (100) hours remaining after donating to participate.
4. Employees may donate up to two (2) twenty-four (24) hour shifts for 24 hour shift employees or forty (40) hours for 40 hour per week employees.
5. Sick time hours donated will not be converted into any other form of compensation. Donations shall be paid at the recipient's rate of pay. Donated sick time will not be paid upon separation from employment by the employee receiving the donated time. Unused donated sick leave will not be returned to the donating employee.
6. Any unused donated sick time that has been turned into the Department will be lost.
7. Employees on disability are not eligible to receive donated sick time.
8. The eligibility of an employee to receive donated sick time will be at the discretion of the Department.
9. The maximum number of donated sick leave hours that can be

received is 640 for 40 hour per week employees and 960 hours for 24 hour shift employees.

§ 8.7 Family Medical Leave

Employees may be entitled to a Family Medical Leave as set forth in the UG's Human Resource Guide section and by the Family Medical Leave Act.

§ 8.8 Pregnancy Protection Assignment

Employees who become pregnant may, upon a date set forth by the employee's physician, be moved into a non-hazardous duty position until the pregnant employee's FMLA leave commences. The employee shall return to her original position upon completion of her FMLA leave.

The non-hazardous pregnancy assignment shall terminate upon the employee being medically required to be placed off duty due to the pregnancy. Such employee may apply for FMLA leave to cover this absence, for childbirth purposes, from her employment.

ARTICLE 9 - WORKING OUT OF CLASSIFICATION

Any employee who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid in full at the rate of that position or rank while so acting for each one-half (1/2) shift day or any part thereof so worked. Provided, that a Firefighter I, II or III or a Firefighter/Paramedic who operates as a Fire Apparatus Operator of Fire Department apparatus for one (1) or more shifts shall receive as compensation his regular per diem rate plus the difference between the per diem rate of a Firefighter I and a Fire Apparatus Operator. Pay commencing from the first day of acting capacity shall be paid monthly.

In the event of a shortage of Battalion Chiefs, Captains may be allowed to ride out of title in those Battalion Chief's positions at the discretion of the Chief. Their selection shall be made at the discretion of the Chief.

The UG does not have grade positions in the Medical Transport Division, therefore, Article 9 does not apply to Medical Transport Division employees.

In the event of a shortage of Medical Transport Supervisors, Paramedics may be allowed to ride out of title in those Medical Transport Supervisor positions at the discretion of the Chief. Their selection shall be made at the discretion of the Chief. The Paramedics acting as Medical Transport Supervisors shall receive out of title pay on a per diem basis which shall be the difference between the Paramedic's pay and the Medical Transport Supervisor's pay.

ARTICLE 10 - HOLIDAYS-KELLY DAYS

§ 10.1 Holidays and Kelly Days

a) Twenty-four hour shift employees.

Twenty-four (24) hour shift employees shall be granted five and one-half (5-1/2) shift days off as holidays and six and one-half (6-1/2) shift days off as Kelly days. Employees shall schedule such holidays and Kelly days as provided in Article 24. Additionally, 24-hour shift employees shall receive twelve (12) hours of straight time pay for the Juneteenth holiday, which hours shall not be included as hours worked for purposes of overtime.

b) Forty-hour employees.

Forty hour employees shall receive the following days of each year as legal holidays:

- 1) New Year's Day
- 2) President's Day
- 3) Martin Luther King Day
- 4) Good Friday
- 5) Memorial Day
- 6) Juneteenth
- 7) Independence Day
- 8) Labor Day
- 9) Veterans Day
- 10) Thanksgiving Day
- 11) Day after Thanksgiving Day
- 12) Christmas Day

ARTICLE 11 - UNIFORMS, PROTECTIVE CLOTHING AND DEVICES

A) Provision.

All uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished by UG.

B) Replacement.

Worn-out, damaged or unserviceable uniforms, work and protective clothing and devices must be turned in at the designated location prior to the issuance of replacement items. Items which are damaged, destroyed, lost or stolen not in the performance of the employee's duties shall be the employee's responsibility. Items lost or stolen due to the Department's negligence, shall not be the employee's responsibility. A joint Union-Management committee will be formed in order to review and recommend to the Chief of the Department a system for handling replacement of worn out, damaged or unserviceable uniforms, work and protective clothing and devices. The Union President shall appoint two members and the Chief shall appoint two

members of the joint committee.

C) Termination.

When employment is terminated for any reason, the employee is required to return the issued items and UG may withhold a reasonable amount from the final paycheck, not to exceed 75% of the cost of replacement of the issued items, of the employee's funds to compensate UG for uniforms or equipment not so returned as permitted by K.S.A. 44-319(b)(3), provided that such withholding does not reduce the employee's compensation paid, less the withholding, to below the minimum wage under either State or Federal law.

D) Wearing of Uniforms.

Employees are required to be in uniform at all appropriate times while on duty. Employees reporting for duty either fully or partially out of uniform shall not be allowed to work until they report in uniform. Employees are not allowed to wear the issued items or use UG issued equipment at any time except when they are traveling to or from work or actively engaged in performing duties of their employment with the UG, conducting legitimate Union business when it is necessary to wear the uniform or with the permission of the Chief.

ARTICLE 12 - MEDICAL PLAN

During the term of this Memorandum, UG agrees to offer the employees of the Department the same medical, dental or other similar welfare benefit plans which are made available to the UG's employees generally. As of the date of the adoption and execution of this Agreement, for all years of this Agreement such plans have already been adopted and benefits have been established. Members of the bargaining unit represented by the Union shall receive those benefits as set forth in the benefit plans adopted by the U.G. for all contract years of this contract. Other than benefits paid for compensable on the job injuries under Section 8.5 of this Agreement, members of the bargaining unit shall not be entitled to greater or differing medical plan benefits from those benefits offered to other U.G. employees. For these purposes, "medical plan" includes medical, dental and vision coverage.

A. Employee Premium.

Prior to January 1, 2016, UG agrees to pay for one hundred percent (100%) of the insurance premium for each covered employee for the employee's individual cost of coverage elected under either the Single or Family coverage offering. Beginning on January 1, 2016 and for the remainder of the term of this Agreement, each covered employee shall make monthly medical plan premium payments for either Single or Family coverage elected at the rate of \$30 per month, provided that upon ratification of this MOA the monthly premium contribution amount shall be annually adjusted at the same percentage increase or decrease as would be applicable to any adjustment to the dependent coverage premium for Family coverage during any plan year. The Unified Government shall pay the remainder of each covered employee's monthly medical plan premium for the least expensive medical plan provided or administered by a major

reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

B. Family Premium.

Employees electing to obtain dependent coverage under a Family coverage election under the medical plan(s) will pay 25% of the premium cost of the dependent portion of Family coverage in addition to any applicable employee premium of \$30 per month discussed in Subsection A above, and the Unified Government shall pay the remaining contribution cost for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

C. Election of More Expensive Plans.

Should UG offer a more expensive medical plan and an employee(s) should elect to be covered by the same, then the employee shall be responsible to pay any and all additional premiums, if any, and his portion of the premium therefore shall be deducted from the employee's paycheck.

D. Unusual Increase in Annual UG Premium Costs.

The cost of the premium paid by the UG for individual and dependent coverage for these employees shall not increase more than fourteen percent (14%) from one year to the next. If the cost of the medical plan, dental or other similar welfare benefit plan is projected, based on a review of actual plan experience and historical utilization data as well as applicable industry survey and medical trend documentation, to increase by more than fourteen percent (14%) from the preceding budget year, then insurance plans, insurance carriers or other claims administrators, contribution formula and/or benefits must be changed under the medical, dental or other similar welfare benefit plan in order to decrease the overall projected cost increases to fourteen percent (14%) or less. The UG Employee Health Benefit Committee (EHBC) shall meet and confer in an attempt to make recommendations to the UG Administrator for modifying the polic(ies), carrier(s), administrator(s), plan design(s), benefits, contribution formula or other variables to reduce the projected cost increase to fourteen percent (14%) or less for the next budget year. The Union shall have one voting member on the EHBC. The EHBC shall have at least an equal number of voting members from representatives of bargaining units of the UG as members from unrepresented groups, administrative staff and retirees. If the EHBC recommendation is deadlocked, then the UG Administrator shall make the determination and the Union (Local 64) has the right to submit the matter to expedited arbitration. When the EHBC determines what its recommendations are to be to the UG Administrator, the UG Administrator shall then determine whether he or she agrees with those recommendations or not. If the UG Administrator agrees, the recommendation modifications shall be immediately adopted. If the UG Administrator disagrees with the EHBC recommendations, the UG Administrator shall notify the EHBC of such determination. If the UG Administrator and EHBC cannot immediately resolve their differences, the matter shall be submitted to expedited arbitration. The arbitrator only has jurisdiction to determine if the UG Administrator's or the EHBC's recommendations

are correct in determination of the method of modifications of carrier(s), plan(s), benefits, etc. in order to keep the UG's projected cost for the medical, dental or other similar welfare benefit plan for each year from exceeding the preceding year(s) by fourteen percent (14%). The factors used to determine costs for any one year of this Memorandum shall be as follows:

1. Plan experience during year. (On a claims paid, not claims made basis).
2. Administrative expenses to administer the plan during the year.
3. Sufficient funds to create and/or preserve a Apremium stabilization@ reserve fund of at least five percent (5%) of the previous year's total premium costs amount.

Retirees shall be eligible for the same health insurance benefits made available by the UG to other UG retirees. See Attachment "B."

ARTICLE 13 - SENIORITY AND PERSONNEL REDUCTION

§ 13.1 General

Seniority shall govern in bidding for station assignment when the qualifications of the employee involved, including training, education, experience, ability and performance, are equal. If department seniority is equal then time in rank will be used to break any tie. If time in rank should be equal, then seniority shall be governed by the employee's identification number, the lowest number having preference. Seniority shall also govern in layoff and recall as further provided herein. Seniority shall not apply to promotions to positions not included in the employment classifications covered by this Memorandum.

For recruit classes hired on or after January 1, 2008, the employee's identification number, which determines seniority in the event of a tie, will be determined and based upon the scores attained in the employee's recruit class rather than by alphabet.

§ 13.2 Measurement of Seniority

A. Seniority shall be measured by continuous service as an employee of the Fire Department. This service shall be measured from the date of last hire, unbroken by other than vacation, military leave or other authorized leave of absence not exceeding ninety (90) calendar days. Seniority shall be broken by discharge, resignation, retirement, permanent disability, or suspensions from duty in excess of ninety (90) calendar days. During suspensions in excess of ninety (90) calendar days, an employee shall receive no credit for that service. In the cases of break in seniority caused by such suspensions, the employee's seniority is reduced only by the length of the suspension. In the case of disputes concerning seniority, the employer's records shall govern. During the first one (1) year of employment, which is the probationary period, an employee shall not be considered to have seniority, however, upon completion of this probationary period seniority shall extend from the first day of continuous employment.

B. All bargaining unit members hired into EMS Transport Division on May 6, 2004 will be given a suppression/medical transport date of hire of May 6, 2004. For those employees hired after May 6, 2004, the date of hire will be the effective suppression/medical transport date of hire.

Those dates of hire that occur after May 6, 2004 will be subject to this definition of effective date of suppression/medical transport date of hire and will be subject to existing contract language regarding the bid process and promotions.

§ 13.3 Measurement of Seniority for Paramedics

Employees who were employed previously by the Department as Emergency Medical Intensive Care Technicians or Medical Unit Leaders and who are now employed by the Department as Firefighter/Paramedic shall have a Department seniority date of April 21, 1994 for purposes of requests for station assignments and promotions.

§ 13.4 Seniority Lists

The employer shall prepare an up-to-date seniority roster containing names, length of service and rank of such employees represented by the Union. The employer shall update the list annually (by March 15), during the term of this Memorandum. In the event an employee believes an error has been made as to his position on the seniority roster, he shall have fifteen (15) calendar days after the roster is prepared to file his protest, in writing, with the Chief. Such lists shall be posted in each station.

§ 13.5 Layoffs

Layoffs or job displacement shall be made according to Division seniority until fifty percent (50%) of the Division bargaining unit members have been laid off, then layoffs shall be governed by inverse departmental seniority of the employees being laid off.

§ 13.6 Recall Rights

a) The order of recall shall be governed by the employee's Division Seniority and his qualifications within the Division in which the vacancy exists.

b) Notification of recall shall be given by the UG by certified mail to the recalled employee at his last address furnished to UG.

c) Within five (5) days after such notice is postmarked, the employee must advise the Personnel Department whether he accepts such reinstatement. Any recalled employee who fails to notify the Personnel Department within five (5) days, as outlined above, shall forfeit all seniority rights and opportunities for future recall. The next qualified employee on the appropriate Division seniority list may be notified of the opening and the above procedure shall be repeated until the vacancy is filled. If no qualified employee remains on the appropriate

Division seniority list to fill the vacancy, then the vacancy may be filled by new hires.

d) An employee recalled shall report to work within ten (10) calendar days after indicating his willingness to accept reinstatement. If the employee fails to report within such time, he shall forfeit all seniority rights and all future recall rights.

ARTICLE 14 - REQUEST FOR STATION ASSIGNMENT AND ASSIGNMENT TO TRAINING

§ 14.1 General

a) It is understood and agreed that it is the responsibility of the employer to determine the size of the work force, to declare job opportunities available and to determine relative qualifications, including ability, education and experience of bidding employees for vacant positions.

b) In order to qualify for a permanent promotion, an employee must be able to immediately perform (except temporary physical disability) the job and must be properly tested or certified where required by State or Federal Law for the posted job description.

§ 14.2 Request for Station Assignments

a) Permanent Vacancies – Notice When vacancies occur in permanent duty assignments except training, planning, shop, property, fire prevention, recruitment or other specialist positions, UG shall determine within forty-five (45) calendar days from the creation of the vacancies whether such positions shall be filled. If it is determined that the position is to be filled it shall be posted within fifteen (15) calendar days from the determination to fill it.

b) If the employer determines that a position is to be permanently filled, the following procedure shall govern.

1) Such job vacancies shall be posted for fifteen (15) calendar days along with information relating to the qualifications required for the position.

2) Employees desiring to apply for a job vacancy may do so by being qualified and by signing the station job bid form within the posting period.

3) If the relative qualifications including training, education, experience, performance, and ability of the employee candidates for the vacant position are equal, then seniority shall control in selection of the employee to fill the job vacancy, as long as such selection does not contravene any affirmative legal responsibility placed upon the UG. Provided however, if the employer feels that the bidding employee is incapable or unqualified to perform the functions of the vacant position or that the employee will in the opinion of the employer create a problem at his new assignment. In these situations, the employer may make an assignment, within its discretion, to the position. The

employer shall determine capability, qualifications or problem areas. In exercising such judgment, the employer shall not unlawfully discriminate against an employee, and if any employee is aggrieved by such determination, he may appeal through the Grievance Procedure set forth herein. An employee who is disqualified from a bid position may request in writing the reason for his disqualification, which reason(s) shall be given.

c) Limitation of Assignments. No employee shall make more than one (1) successful request in any twenty-four (24) month period. Employees who make more than one (1) request for station assignment, which requests are pending at the same time, must designate their preference for station assignment by first choice, second choice, etc. If the employee does not so designate his preference, his requests shall be considered void.

d) Probationary Employees. Probationary employees, as defined in Article 5 of this Memorandum, shall not be eligible to request assignment to fill such vacancies.

e) Transfer. Once the successful bidder has been selected to fill the permanent vacancy, the employer shall within fifteen (15) calendar days of the selection, transfer such employee to his new permanent assignment.

f) Management Rights. Nothing herein, except as expressly stated, shall affect the rights of the employer under Article 23 of this Memorandum.

§ 14.3 Request for Assignment to Training Division

a) Permanent vacancies or newly created bargaining unit positions within the Training Division shall be filled on a request basis in accordance with training, education, experience, ability and performance of the applicants. These determinations shall be made by the Department.

b) When a permanent vacancy occurs or a new bargaining unit position is created within the Training Division, the Department shall post such openings at each station and within fifteen (15) calendar days of such posting, parties interested in such vacancy or position shall submit their request in writing to the Chief, stating their name and qualifications for the position.

c) Applicants, unless physically disabled, must have served at least five (5) years with the Fire Suppression or EMS Division of the Department to be eligible for appointment to the Training Division. Seniority or length of service of the applicants shall not otherwise be considered a factor in selection of the employee to fill the vacancy or new position.

d) Any employee who is a qualified and successful applicant for a Training Division position, shall be required to remain in that position for a period of at least twelve (12) months, unless a shorter period is agreed upon by the Department and the employee.

§ 14.4 Medical Transport Division

There shall be a maximum of three (3) FF/Paramedics and three (3) FF/EMT positions per transport unit subject to the agreed upon bid process. In the event that a position on a suppression apparatus that is held by an EMS Transport Work Group member becomes vacant, that position shall be put up for bid initially, followed by a bid posting for the vacant EMS transport unit position. An EMS Transport Work Group member that successfully bids a suppression apparatus position shall have a rotation position on that EMS transport unit if there is an open position on the EMS unit. Should a job be awarded to a firefighter who is not a member of the EMS Work Group, the open position on the EMS unit shall be posted for bid.

Scheduling shall be at the discretion of the Department. A tiered system agreed to by the parties shall be implemented based on seniority. The Department shall make every effort to utilize all employees within their respective tiers equally. Any employee that requests to be utilized on the EMS Unit more than the required outlined shifts can do so in a written request to their Battalion Chief, Captain, and EMS Supervisor.

§ 14.5 Recruitment

a) Positions assigned to conduct Department recruitment of prospective employees are not subject to bid. Assignments to such recruitment positions will be made at the discretion of the Department.

§14.6 Dispatch

Department seniority shall govern in annual bidding for shifts and days off for dispatch employees. The annual bid shall occur on or before October 1st or the next closest business day and shall be effective on January 1st. Employees with less than one (1) year Communications Division seniority shall not be eligible to bid but may be assigned to the various shifts as determined by the Department. Employees who do not exercise the opportunity to bid shall then be assigned to any unbid position by the Assistant Chief of Communications or his/her designee. If an employee is unable to fulfill the position which he/she has successfully bid, within ten (10) calendar days of its effective date, then the position shall be considered temporarily vacant and may be filled by the Assistant Chief of Communications by assignment. If the successfully bidding employee is unable to fulfill the position within sixty (60) calendar days of the job's effective date, then the position shall be considered a permanent vacancy and may be rebid. The Assistant Chief of Communications may disqualify applicants for Lead Dispatcher positions if within his/her opinion such applicant does not possess qualifications for such position. The rejected applicant may appeal such rejection to the Chief.

ARTICLE 15 - DISCIPLINE

The authority to discipline employees is vested exclusively in the Chief. However, the Chief may from time to time delegate this authority to subordinate officers of the rank of Captain, or above. Employees, excluding probationary employees, shall only be disciplined or discharged for just cause.

Whenever the Chief or his designee summons an employee to appear before him for disciplinary action against said employee, a Union representative, if requested by the employee, shall be allowed to accompany said employee, at the time designated by the Department, and to advise him. Seventy-two hours prior written or electronic notice to the employee of the calling of the meeting for disciplinary action shall be provided to the employee. The employee may arrange to have union representation at the noticed meeting.

Any suspension of two (2) shift days or less for twenty-four (24) hour employees and four (4) work days or less for forty (40) hour employees may be effectuated prior to the employee being allowed to have the matter heard by an arbitrator and any suspension of more than the stated times shall not be effectuated prior to the employee being allowed to have the matter heard by an arbitrator. Prior to any employee being discharged, he shall be placed on suspension without pay during the pendency of any protest of the proposed discharge.

When discipline arises from an employee's activities outside the scope of his employment with the UG, such discipline shall not be implemented until such time as criminal charges, if any, in connection with such activities shall be concluded, unless the employee's action, within the discretion of the Chief, has brought discredit upon the UG or Department.

A twenty-four (24) hour shift employee who is absent without leave for a period of three (3) consecutive twenty-four (24) hour shifts, or a forty (40) hour employee who is absent for a period of seven (7) consecutive work days, unless it can be subsequently shown that such absences were unavoidable and without fault of the employee, shall be considered as a voluntary resignation by the employee.

ARTICLE 16 - GRIEVANCE PROCEDURE

§ 16.1 Disputes and Grievances

In the event of any complaint or grievance arising under the terms and provisions of the Memorandum or of any disputes between the parties as to the interpretation or application of this Memorandum, such complaint or grievance shall be processed through the grievance procedure in accordance with the terms herein. An impasse in any negotiations for any Memorandum of Agreement shall not constitute a grievance.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy.

§ 16.2 Informal Grievance Procedure

The establishment of this procedure for the formal handling of grievances shall not prohibit or discourage discussion between an employee, the union as the employee's representative and his immediate supervisor of any matter arising out of the employee's relationship with the employer, and shall not prohibit or discourage the friendly solution of such matters without recourse to the formal grievance procedure.

§ 16.3 Grievance Procedure

Grievances by any employee or a group of employees shall be handled in the following manner:

- 1) Time Limits: Department and Union representatives agree to make every effort to meet and settle grievances within the prescribed time limits. Any failure to comply with the time limits specified herein shall result in the grievance being disposed of in favor of the party not in default- i.e. if the employee and/or Union fail to meet the grievance procedure time limits, the employee's grievance is dropped in the Department's favor and if the Department fails to meet the grievance procedure time limits the grievance shall be found in the employee's favor. Provided, the parties may extend any and/or all of the time limits prescribed herein by mutual written agreement.
- 2) Commencing Grievance Procedure: This grievance procedure must be started within seven (7) calendar days from the time that the events giving rise to the grievance occurred or became known or reasonably should have been known otherwise it shall be considered as dropped.
- 3) Appeals and Responses:
 - (a) If a grievance is not settled at any step as herein outlined, the decision may be appealed to the next higher step in the grievance procedure.
 - (b) All appeals must be in writing, on a regular Department grievance form and clearly stated.
 - (c) All written answers on grievances shall be mailed, e-mailed or hand-delivered to the Union President.
 - (d) All appeals by employees shall be delivered to the proper chief officer with a copy to the Chief.
 - (e) Answers and appeals may be delivered by hand, mail or by e-mail; and if delivered by mail, shall be considered delivered on the date of the postmark, if mailed to the Chief at Fire Headquarters, 6th & Armstrong, Kansas City, Kansas 66101, and to the current IAFF Local #64 President

at his residence or office address appearing on the Department's records.

(f) If a grievance cannot be answered within a specified time in any step because of circumstances beyond the Department's control, a time extension may be granted by mutual agreement.

(g) Once a written grievance has been filed, it may not be withdrawn without the knowledge of the Union.

4) Grievance Procedure Steps: The steps in the grievance procedure are as follows:

Step 1:

All employee grievances, except those relating to discipline or discharge, first shall be stated in writing and shall be delivered to the appropriate first line chief officer within seven (7) calendar days from the time that the events giving rise to the grievance occurred or became known, or reasonably should have been known. The grievance shall set forth the place, date, time and identity of parties involved and nature of the occurrence upon which the grievance is based, and shall set out the particular portions of the Memorandum which it is alleged were violated or misinterpreted.

A written answer must be given within seven (7) calendar days after submission of the Grievance at this step, unless extended by mutual agreement. Any adjustment under Step 1 will be binding, upon all parties, but shall form no precedent for future grievances.

Step 2:

If a mutually satisfactory settlement of the grievance is not reached in the first step, an appeal may be taken to the second step. In such appeal the grievance shall be stated in writing and shall be delivered to the Chief and/or his designee within seven (7) calendar days after the conclusion of the first step. The appeal shall set forth the place, date, time, identity of parties involved and nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which it is alleged were violated or misinterpreted.

All employee grievances relating to discipline and discharge will originate at the second step, within the time limits set out in § 16.3(2). Grievances appealed to or initiated at the 2nd Step shall be discussed within fifteen (15) calendar days of the appeal or initiation. At such meeting the Department will be represented by the Chief or his designee, the Division Chief and the First Line Chief Officer, if involved. The employee will be represented by himself and two members of the Union Executive Committee. The meeting shall be recorded. The

Chief or his designee will answer the grievance in writing within seven (7) calendar days following the conclusion of the second step meeting, unless extended by mutual agreement.

Step 3:

If a mutually satisfactory settlement of the grievance is not reached in the second step, an appeal may be taken to the third step. In such appeal the grievance shall be stated in writing and shall be delivered to Patrick Dunn of the Federal Mediation and Conciliation Service within seven (7) calendar days after the conclusion of the second step. If Mr. Dunn becomes unwilling or unable to serve as the standing Step 3 hearing officer, the Chief of the Kansas City Fire Department and the President of the IAFF Local 64 should jointly select a Step 3 hearing officer with the grievance to proceed to arbitration in the event there is no agreement on a step 3 hearing officer. The appeal shall set forth the place, date, time, identity of the parties involved and the nature of the occurrence upon which the grievance is based and shall set out the particular portions of the Memorandum which is alleged were violated or misinterpreted.

Grievances appealed to the 3rd Step shall be presented within fifteen (15) calendar days of the appeal or as extended by mutual written agreement. At such meeting the Department will be represented by the Chief or his designee, the Division Chief and the First Line Chief Officer, if involved. The employee will be represented by himself and not to exceed two members of the Union Executive Committee. The meeting shall be recorded. The person jointly selected by the Chief and Union President will answer the grievance in writing within fifteen (15) calendar days following the conclusion of the third step meeting, unless extended by mutual agreement.

Step 4:

Arbitration: Disputes that arise with respect to the interpretation of this Memorandum or discipline and discharge appeals from Step 3, may be settled by arbitration. Arbitration may be requested by the Union or the Department in the following manner:

- 1) Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days following the decision of Step 3 above. The notice shall set forth the Articles or Sections of this Memorandum that are claimed to require interpretation or construction or the discipline being appealed. If notice of intent to arbitrate is not delivered within fifteen (15) calendar days, the dispute shall be deemed abandoned.

- 2) The parties shall within a reasonable amount of time, not to

exceed twenty-one (21) calendar days, shall select an arbitrator either through a FMCS panel or as otherwise agreed upon by the parties.

3) Employees, except for the grievant, shall not be compensated for time spent in attending an arbitration proceeding, other than as a witness for the Department.

4) The jurisdiction and authority of the arbitrator shall be bound by the following:

a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him to act effectively. He shall observe the rules of evidence, and his decision shall be final and binding on both parties except as set forth in Step 5.

b) The arbitrator shall have no authority to substitute his judgment for that of the management of the UG or Fire Department, nor shall he have the authority to usurp, subtract from, modify or exercise any management right of the UG or the Fire Department.

c) The decision of the arbitrator shall be based on the evidence presented him by the parties in the presence of each other and upon the specific language of this Memorandum.

d) The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.

e) In discipline or discharge matters, the arbitrator shall have the discretion to modify the discipline imposed.

f) The cost of the arbitrator shall be shared equally by the UG and the Union.

g) The arbitrator shall tape record the proceedings and make a copy of the tape available to both the UG and the Union unless the parties mutually agree to waive this requirement.

h) The arbitrator shall render his decision within a reasonable time after the hearing is closed or after briefs, if any, are filed.

Step 5:

If either party is dissatisfied with the decision of the arbitrator, then the aggrieved party may appeal the arbitrator's decision to the District Court of Wyandotte County, Kansas within thirty (30) calendar days of the date of the arbitrator's decision. The Court shall only determine whether the arbitrator's decision was arbitrary, capricious and/or unreasonable.

ARTICLE 17 - PREFERENCE FOR DISABLED FIREFIGHTERS

In the event a vacancy occurs in the positions of Fire Inspector, or Training Instructor, preference shall be given in filling those positions to employees injured in the line of duty or suffering from a physical condition contracted in their work and who are disabled as a result thereof. ("Disabled" means permanently unable to perform the essential functions of his current position.) Provided, that such Disabled employees must be capable of performing the work of Fire Inspector, or Training Instructor and must adequately perform such duties once they are placed in those positions. Such Disabled employees shall be assigned to the lowest position within the division (i.e. Fire Prevention Inspector, Class III and Training Instructor, Class III).

ARTICLE 18 - VACATIONS

§ 18.1 Entitlement: Twenty-Four Hour Shift Employees

A twenty-four (24) hour shift employee who has completed at least one (1) year of continuous service as a sworn member of the Fire Department shall be entitled to the following vacation entitlements:

<u>Completed</u> <u>Years of Continuous Service</u>	<u>Vacation Entitlement</u>
1 to 2 years	Four (4) twenty-four (24) hour working day
2 to 4 years	Eight (8) twenty-four (24) hour working days
4 to 12 years	Ten (10) twenty-four (24) hour working days
12 years to retirement	Twelve (12) twenty-four (24) hour working days

§ 18.2 Entitlement: Forty-Hour Employees

A forty (40) hour employee who has completed at least one (1) year of continuous service as a sworn member of the Fire Department shall be entitled to the following vacation entitlement:

<u>Completed</u> <u>Years of Continuous Service</u>	<u>Vacation Entitlement</u>
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1 to 2 years	Ten (10) working days (80 hours)
2 to 5 years	Fifteen (15) working days (120 hours)
5 to 12 years	Twenty (20) working days (160 hours)
12 to 20 years	Twenty-seven (27) working days (216 hours)
20 years to retirement	Thirty (30) working days (240 hours)

§ 18.3 Exception

An employee shall not accrue vacation time while on leave of absence, lay off, or suspensions in excess of fifteen (15) calendar days for forty-hour employees or seven and one-half (7 1/2) shift days for twenty-four hour employees. In these situations, vacation time shall be reduced pro rata to the portion of the year the employee earned and was eligible for vacation privileges.

§ 18.4 Pro-rata Vacation

For the purpose of computing vacation pay, an employee shall earn one-twelfth (1/12) of his vacation pay for each month of service during the twelve month period preceding January 1 of each year. Each month in which a forty (40) hour employee works or is credited with working fourteen (14) days or a twenty-four (24) hour employee works or is credited with working seven (7) shift days shall be considered a month of service.

§ 18.5 Vacation Buy-out

An employee shall be entitled to be paid in cash at the time of retirement from the UG for accrued unused vacation pay standing to his credit at the time of his retirement. In the case of death of any employee, such payment shall be paid to the person or persons designated as that employee's beneficiary or beneficiaries under the Kansas Police and Firemen's Retirement System.

§ 18.6 Use

(a) The period of vacations for all employees of the Fire Department shall be regulated by the Chief. Employees shall select their vacation days consistent with Article 24.

(b) Vacation time or pay are not accruable from year to year and vacation time or pay must be taken in the calendar year in which the vacation falls.

ARTICLE 19 - EMPLOYEES TO RECEIVE COPIES OF THE

MEMORANDUM OF AGREEMENT

The Employer shall furnish to each station and to each employee one copy of this Memorandum of Agreement at no expense to such employees.

ARTICLE 20 - HOURS OF WORK

§ 20.1 Twenty-Four Hour Shift Employees.

(a) Standard Work Period.

The standard work period for personnel assigned to a twenty-four (24) hour shift shall be one hundred forty-four (144) hours of work in a nineteen (19) day work period, except that such work period may be exceeded in cases of emergency, conflagration and other public danger.

(b) Shifts

There shall be three (3) rotating shifts. Each shift shall commence at 8:00 a.m. and shall be for a period of twenty-four (24) hours. Each shift then shall receive forty-eight (48) hours off-duty before returning for their next twenty-four (24) hour shift. The shift shall be referenced as the "24 on and 48 off" plan.

(c) For 24-hour shift employees the maximum number of consecutive hours any 24-hour shift employee will be allowed to work shall be 96. Any 24-hour employee working in excess of 72 consecutive hours will be required to have 48 hours off duty. The exception to this rule is for hold over overtime and overtime required for late calls for service.

§ 20.2 Forty-Hour Employees.

1) Standard Work Week.

The standard work week for sworn personnel of the Fire Department, other than twenty-four (24) hour shift employees, shall be forty (40) hours of work per week. The normal assignment for the employees shall consist of five (5) consecutive days of work with two (2) consecutive days off.

§ 20.3 Medical Transport Division

a. Standard Work Period. The standard work period for employees assigned to the Medical Transport Division shall be one hundred forty-four (144) hours of work in a nineteen (19) day work period, except that such work period may be exceeded in cases of emergency, conflagration and other public danger.

b. The Department has discretion to set the number of hours per each shift in this nineteen (19) day work period. Medical Transport Division Supervisors shall work twenty-four

(24) hour shifts which shall run from 7 a.m. to 7 a.m.

c. For those employees assigned to twenty-four (24) hour shifts, other than Medical Transport Division supervisors, the shift start time is 8 a.m. For those employees assigned to less than twenty-four (24) hour shifts, the start time will vary.

ARTICLE 21 OVERTIME

A. Calculation of Overtime.

Employees shall receive one and one-half (1-1/2) times their actual hourly rate of pay for work performed in excess of the standard work period (Sec. 20.1) for twenty-four hour shift employees or in excess of the standard work week (Sec. 20.2) for forty-hour employees. Medical transport employees will receive one and one-half (1-1/2) times their actual hourly rate of pay for work performed in excess of their standard work period. (Sec. 20.3). Overtime or compensatory time shall only be paid for time actually worked and when approved by the employee's supervisors. Travel time will not be credited to the employee. When an employee voluntarily trades time with another employee and works hours in excess of the standard work period or standard work week, the employee shall not be entitled to overtime pay for such work.

B. Compensatory Time.

Compensatory time may be paid in lieu of overtime payment, if the Department and employee so elect, provided that no employee may accumulate more compensatory time than is allowed by the applicable federal law or regulation.

C. Assignment of Overtime.

The Department has the sole and exclusive power and authority to determine when overtime work shall be required. Overtime shall be called and worked by Division. In case of emergency, the Chief, in his discretion, may permit overtime being called and worked across Divisions. Upon the Department's determination that a temporary vacancy exists necessitating the assignment of overtime, the Department will assign the personnel needed from the appropriate overtime list. The overtime lists shall be established and used as follows:

1. Establishment of Overtime Lists.

a. There shall be overtime lists created for Captains, Fire Apparatus Operators, FF/EMT's, and FF/Paramedics. Such lists shall be created and utilized for the calling of overtime work as follows:

i. Overtime shall be seniority based. Seniority within rank (time in grade) for Captains and Fire Apparatus Operators, and Departmental seniority (date of hire with the Department) for FF/EMT's and FF/Paramedics shall establish position on the overtime list.

ii. Employees will be placed at the bottom of their respective

overtime list when a positive contact is made regarding an overtime opportunity. A positive contact consists of an employee acknowledging the overtime opportunity by accepting or rejecting the work offered.

iii. An employee's place on the overtime list will be maintained by the date of their last positive overtime contact. The list will be arranged in order of oldest positive contact proceeding to most recent positive contact.

iv. Upon an employee's hiring and release from proctoring, or promotion to the position of Captain, Fire Apparatus Operator, FF/EMT, or FF/Paramedic such employee shall immediately be added to the appropriate overtime list based upon their seniority as provided herein.

b. Employees classified as "excessive users" of sick leave shall not be eligible to be contacted for overtime opportunities. These employees are not allowed to work and/or trade overtime (unless by being forced to do so as provided for herein).

c. An employee who has used Sick Leave or Injury Leave on the preceding work day shall not be eligible to work overtime.

d. The Department shall regularly update overtime lists. In the event an employee believes an error has been made as to his or her position on the overtime list, he or she shall have fifteen (15) calendar days after the roster is prepared to file his or her protest, in writing, with the Chief.

e. An employee requesting to remove their name from the overtime list must do so in writing to the Deputy Chief of Emergency Operations Corps.

2. Voluntary Assignment of Overtime.

a. Overtime shall be assigned by rank from the appropriate overtime rank list for a determined temporary vacancy. Employees being called to work overtime shall be called from the appropriate list in descending order of last positive contact by date. After the acceptance of an overtime opportunity by an employee, the next overtime opportunity shall be offered to the next employee on the overtime list until the list is exhausted. The list shall be fully exhausted before returning to the first employee on the respective list.

b. The individual(s) on the unscheduled leave that caused the shortage in personnel is the employee that will be replaced by overtime personnel. The last employee reporting off will be the first employee replaced.

c. When contacted to work overtime by Tele Staff, employees shall be informed of the nature of the overtime work available (hours, shift and assignment). Upon contact employees may:

i. Refuse the work.

- ii. Accept the work.
- iii. Accept the work and exercise their ability to trade time.
- d. When an employee elects to exercise their ability to trade time, he/she must follow the steps listed below:
 - i. Step 1: Accept the overtime offer.
 - ii. Step 2: Complete a Shift Trade request within the TeleStaff system.
 - iii. Step 3: Inform the employer that he/she will be trading time and give the name of the person who will be working.

No trading time requests will be accepted in advance for overtime employees. The time limits for submitting trades of time as set forth in Article 26 of the Memorandum of Agreement will be waived in overtime situations.

e. Once an employee has accepted the overtime work offered for shift work and/or Standby Overtime, it becomes his/her responsibility to either report to work in a timely fashion or make sure that the person with whom he/she is trading time reports to the overtime assignment in a timely fashion. The failure of an employee to do so may result in disciplinary action.

f. The following parameters shall govern contacts with employees relative to overtime work:

i. Contact phone number: The telephone number on the employee's overtime contact information will be the first method of contact for all employees. The employee's department email address will be the second method of contact. Employees may choose to include one (1) additional phone number to their contact method but are not required to do so.

ii. When contacting an employee for an overtime opportunity if the employee does not answer or acknowledge the call, it shall be considered a negative contact. An employee acknowledging the call within 2 minutes shall be allowed to accept the overtime provided the vacancy has not been filled. Acknowledgment of the call can be handled electronically by phone or by computer.

iii. An employee's overtime eligibility with respect to future overtime opportunities shall not change based upon accepting, rejecting, or inability to be contacted. Those working less than twelve (12) hours of overtime will remain eligible to work overtime the next available opportunity. If an employee has been inappropriately skipped on the overtime list, their calling position shall be restored and he/she shall be eligible for the next overtime opportunity.

iv. Upon any type of contact, the Department is permitted to contact

the next employee on the appropriate overtime list. The Department is not required to wait the two (2) minutes for the employee to acknowledge the call as provided in paragraph 2. above prior to contacting the next employee on the overtime list. Employees who do not answer an initial call for overtime can call back in and accept the overtime provided that such overtime has not already been accepted. The use of negative contacts will be unlimited.

- v. The posting of the OT list will be on TeleStaff.

3. Forced Assignment of Overtime.

If, upon contacting or attempting to contact all of the employees on an appropriate overtime eligibility list the Department is unable to fill the temporary vacancy, the Department may then force the first employee on the appropriate list who is working the shift prior to the overtime vacancy to hold-over and work the required overtime. These employees may exercise their rights to trade time as set forth in Article 26 of the Memorandum of Agreement, provided that the employee who is to work the overtime reports in a timely fashion.

4. EMS Standby Overtime.

- a. Standby Overtime will be utilized for any duty on an EMS unit other than shift coverage, partial shift coverage, or additional ambulances added to the system for temporary 911 overload coverage.
- b. Standby Overtime will be voluntary.
- c. To be eligible for Standby Overtime, employees must be providing regular duty EMS Transport.
- d. Standby Overtime will be listed on a monthly calendar and will be found on the TeleStaff website. Firefighters will be able to pick the dates they would like to work voluntarily. Firefighters will be able to submit multiple dates.
- e. If multiple firefighters sign up for a single date, the firefighter with the oldest date of the last Standby Overtime worked will be assigned the Standby Overtime work.
- f. If only one firefighter signs up for Standby Overtime, the work shall be awarded to that firefighter regardless of last date worked.
- g. Employees working less than two (2) hours Standby Overtime shall remain eligible to be awarded the next available Standby Overtime opportunity.
- h. In the event no employee requests Standby Overtime for a particular event, the Department shall:
 - i. First call for Standby Overtime from a list of eligible Standby OT

employees.

ii. Second, utilize on duty personnel to cover the event, provided that no suppression apparatus will be placed out of service or reduced below the agreed upon minimum manning as defined in Article 35 of the Memorandum of Agreement. There shall be no forced assignment of overtime for any Standby event.

ARTICLE 22 - STRIKES AND LOCKOUTS

The Union, on behalf of its membership, recognizes that the protection of life and property is of paramount importance to itself and the Employer. Therefore, during the life of this Memorandum, the Union will not condone, nor encourage, nor instigate any work slow-down, stoppage or strike, or any action that is detrimental to the operation of the Department. The Employer agrees that it shall take no action that could be defined as a lockout, nor shall it discriminate against any employee for his action as a member of the Union, provided those actions are not proscribed by law.

Any violation of this Article may be the subject of disciplinary action.

The Employer and the Union shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein or prohibited by law, take all reasonable affirmative action to terminate such conduct.

ARTICLE 23 - MANAGEMENT RIGHTS

By entering into this Memorandum, the UG has agreed to certain specific limitations on its right to manage the Fire Department and direct the personnel. However, it is the intention of the parties hereto that UG retain each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon.

The exclusive rights of UG shall include its right to determine the existence or non-existence of facts; to establish or continue policies, practices and procedures for the conduct of the Department and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations, or to discontinue their performance by sworn employees; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Department; to determine the facts of lack of work; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions within the public agency; to suspend, discharge, or layoff employees for proper cause; to maintain the efficiency of governmental operations; to determine employee qualifications; to take action as may be necessary to carry out the mission of the Department in emergencies; and to determine the methods, means and personnel by which operations are to be carried on; to develop reasonable Rules and Regulations for the Department not in conflict with this Memorandum; and all other prerogatives and responsibilities normally inherent in management of the UG or Fire Department that are not in conflict with the specific provisions of this

Memorandum.

ARTICLE 24 - SELECTION OF HOLIDAYS,
KELLY DAYS AND VACATION DAYS

1) Employees shall by December 1st of each year, complete the preference sheet prepared by the Department wherein they shall state their preference as to days for taking their holidays, Kelly days and vacation days. Preference sheets shall be made available for employees by November 1st.

2) The completed preference sheet shall be delivered by the employee to the employee's supervisor by December 1st.

3) The Department shall have the right to assign a twenty-four (24) hour employee to a designated shift day off as a holiday or Kelly Day when that employee is scheduled to work seven shift days during his work period and when he has not requested and been scheduled, in accordance with this Article, to have a shift day off during that work period.

4) Division Chiefs shall be responsible for arranging the scheduling of holidays, vacation days and Kelly Days so that such are scheduled consistent with the proper manning of shifts and stations and the proper provision of fire fighting services to the public. Provided that, not more than one employee per vacation group, per shift, per day shall be allowed off. Requests for granting holidays or Kelly days may be denied if such granting would render the Department unable to operate any shift or station.

5) Captains/group leaders within their respective groups shall insure to their Division Chiefs the vacation schedule is correct and they shall determine how the days are to be selected.

6) In cases of conflict, where two (2) or more employees request the same day off and the granting of both would not allow the Department to operate its shifts and stations properly, then priority for that day off will be determined as follows:

- (a) Requests for vacation days shall be given preference over requests for Kelly Days or Holidays;
- (b) If the conflicting requests are both for vacation days, or both are for Kelly Days or both are for holidays, then preference for that day off will be determined as follows:
 - (1) the requesting employee's rank;
 - (2) the requesting employee's time in grade;
 - (3) the requesting employee's Department seniority; and,

- (4) if the requesting employees' Department seniority is equal, then the employee's identification number.

7) In cases of emergency or when sufficient personnel are unavailable to operate all Department shifts and stations, scheduled Kelly days or Holidays may be canceled and rescheduled. The employee(s) whose days are to be canceled or rescheduled will be determined by the employee's Department seniority on his shift and within his rank. Seniority shall be determined as provided in Sec. 13.1 of this Memorandum.

8) Vacation groups for non-Paramedic suppression employees shall be formed during the last week of October of each year. The following guidelines will be used to form the non-Paramedic vacation groups:

a) The number of vacation groups will be determined by the level loading number agreed to by UG and Union.

b) Each group will be assigned a Captain. The most senior Captain (time in grade) will be assigned to group 1, the next senior Captain to group 2, etc., until all the groups have one Captain assigned. The crew members of the senior Captains are also assigned to their respective Captain's vacation group.

c) Unassigned Firefighters are then placed in groups with vacancies with the most senior Firefighter being placed in a group according to seniority.

9) The number of vacation groups will be determined by the level loading number agreed to by the UG and Union. This number shall be subject to change by written agreement in subsequent years.

10) The Department and Union shall form a four person committee that will be charged with the responsibility of reviewing on an ongoing basis the operation of the system of selection of holidays, Kelly Days and vacation days and making recommendations to the Chief concerning said system. The Union President shall appoint two members and the Chief shall appoint two members of this committee.

11) Vacation Carryover. Notwithstanding the provisions of Article 18.6 (b), an employee may carry over up to two (2) twenty-four (24) hour working days or four (4) eight (8) hour working days per year per the following:

a) When employees select their vacation days for the ensuing year as set forth in this Article, they may designate up to two (2) vacation days for twenty-four hour employees and four (4) vacation days for forty hour employees which they wish to bank and carry over.

b) Subsequent to vacations being annually scheduled, employees may with thirty (30) days written notice to their Shift Commander, request that up to two (2) (24 hour

employees) or four (4) (40 hour employees) days of their scheduled vacation days be banked to be carried over to the next year. In some cases of emergency, as determined by the department, the Shift Commander may within his discretion waive the requirement of thirty (30) days written notice. The Shift Commander has the sole discretion to grant or deny these requests based upon manpower availability.

c) Employees are not allowed to bank vacation days by substituting a sick leave day or injury leave for scheduled vacation days.

d) Banked vacation days may not be used until all other accumulated leave is exhausted.

The total number of accrued vacation days per employee may not exceed thirty-two (32) twenty-four (24) hour working days or sixty-four (64) eight (8) hour working days. The U.G. advises the Union in this contract that there is not a reasonable expectation that these limits can be increased in future contracts.

12) Medical Transport Division Selection

a) The selection process will be determined by the Department.

13) Vacation Scheduling – Dispatch.

Vacations for dispatchers will be scheduled by seniority among employees on each shift as follows:

1. The senior employee on each shift shall select their first five (5) day vacation block. Each day thereafter the next senior employee shall then select their first five (5) day vacation block until all employees have had an opportunity to make their first selection for vacation that year. The same procedure shall then be followed until all employees' vacation on each shift has been scheduled. Employees may select their vacation days after their initial five (5) day vacation block is selected in minimum amounts of one (1) full eight (8) hour day. Employees may leave a maximum of five (5) of their vacation days unscheduled to be used in full one (1) day eight (8) hour increments. Employees must designate at the conclusion of the annual vacation bidding process whether they wish to carry over up to five (5) vacation days to the next year. The vacation credits carried over must be used during that next year.
2. Each employee must be aware of their vacation selection days and make their selection upon those dates. If they do not so select in a timely fashion, they will be skipped over and vacation selection by other shift employees will continue. The skipped employee will be allowed to make only their second selection in the next round.
3. An employee's first choice of vacation will be scheduled in blocks of five

(5) or more consecutive vacation days, except as provided herein. ("Consecutive" means regularly scheduled workdays). A maximum of two (2) holiday/compensatory days may be scheduled in conjunction with any five (5) or more consecutive day vacations. This does not prevent an employee from requesting additional days off with their vacations, however, those requests will be submitted the same as any normal request for time off. Employees must make written application to their supervisor to use any unscheduled vacation days which the employee has reserved as set forth in paragraph 1 above at least twenty-four (24) hours in advance of the usage. The employer may grant or deny the request depending upon manpower. Should the employee not be allowed to use this unscheduled vacation by the end of the year after at least five (5) requests by the employee to use those unscheduled vacation days, then they shall be paid at their base rate of pay for these days. Other than new employees, who have not earned five (5) vacation days, any increments of vacation less than five (5) days will not be scheduled and granted in accordance with the compensatory time and holiday scheduling procedures.

ARTICLE 25 - TRANSFERS

§ 25.1 Permanent

Employees assigned to one (1) fire station may request a permanent transfer to another station. Such transfers will only be granted on the written recommendation of the requesting individual's Captain, Battalion Chief and Division Chief and when arrangements satisfactory to the Chief have been made for a trade of permanent assignments with an employee of equal grade.

The Chief may, for the good of the fire service and its efficient operation, change an employee's permanent station assignment.

§ 25.2 Temporary

In order to maintain necessary and efficient fire service, the Division Chief may make temporary transfers between fire stations. Provided that the transferred employee must return to his permanent assignment station before any subsequent temporary station assignment. Provided further, that extra Fire Apparatus Operators and acting captains may be transferred without reassignment to their permanent stations, if qualified personnel, working that day are not otherwise available. Provided further, that personnel may be transferred to meet the medical requirements of the Department without reassignment to their permanent station, regardless of station assignment.

§ 25.3 Mileage Reimbursement for Temporary Station Detail

When temporary details between stations are made at the insistence of the employer, the detailed employee shall receive, except as provided hereinafter, the sum per mile, paid by the State of Kansas to its employees for mileage reimbursement for direct mileage from his regular assigned station to his detailed duty station. The direct mileage for which he is to be reimbursed shall be established by a mileage chart created by the Employer and the Union and shall govern the mileage between stations. The Employer shall compute mileage reimbursement on a monthly basis, however, the employee shall only receive his mileage reimbursement, if any, on an annual basis. The detailed employee shall not receive mileage reimbursement if the detailed employee was notified of the anticipated detail at least forty-eight (48) hours prior to his or her detail.

ARTICLE 26 - SHIFT EXCHANGE, TRADING TIME

§ 26.1 Employees may trade time within the Division only. In case of emergency, the Shift Commander may permit trading time across Divisions.

§ 26.2 Employees shall have the right to exchange shifts with other employees of at least equal experience and/or grade, provided the exchange does not interfere with the efficient operation of the Fire Department. The qualifications of the employee to assume the additional duties shall be determined by the Department. Reasonable exchange of shifts will be allowed. However, the Department may limit the right to exchange shifts in the case of abuse. The Department will only allow Firefighters/Paramedics to work for Firefighter/Paramedics. Firefighters/Paramedics may work for other Firefighters who are not Firefighters/Paramedics.

All requests for trading shifts or time with another employee must be presented to the appropriate Division Chief by at least 1700 hours the shift period prior to the requested shift or time to be traded (e.g., if employees desire to trade on Friday, the request must be in by 1700 hours Tuesday). In cases of emergency the Division Chief may, within his discretion, waive this requirement.

The employee responsible for the completion of a trading time agreement will be the party agreeing to work for another employee on a given shift. If the party agreeing to work is placed on any approved leave prior to the commencement of the shift of the trade, it shall be his responsibility to find a replacement to work the shift he has traded for. Such employee shall receive as discipline for not completing the trade the loss of one and one-half (1-1/2) shift days from his wages, which discipline is non-grievable, provided that the Chief may give lesser discipline within his discretion. However, the employee may grieve UG's decision that he did not fulfill his responsibility under this section. Additionally, the Department will have the authority in such a case to require an off-duty employee assigned to the same shift and of the same classification as the absent employee, to work for the absent employee.

Any trading of time for more than twenty-four (24) times per year will be considered an abuse of trading time. Trading of time for the purpose of duty related education or legitimate

union business will not be considered an abuse and shall be granted in accordance with this article.

Employees on Sick, Injury or Family Medical Leaves shall not be allowed to work for other employees.

§ 26.3 Trading Vacation Days

Employees shall be allowed, as provided herein, to exchange assigned vacation days with other employees at their shift and vacation group on a one-day-for-one day basis, provided that Firefighter/Paramedic employees may only trade vacation days with other Firefighter/Paramedic employees. The employee must submit to his Captain or Battalion Chief and Division Chief, his request for such exchange. The exchange must be approved in writing by his Captain or Battalion Chief and Division Chief.

ARTICLE 27 - PROMOTIONS

§ 27.1 Merit Promotion Qualification.

Promotion to the position or rank of Fire Apparatus Operator, Captain, and Battalion Chief and promotions within specialized units shall be based on merit. The merit guidelines shall be:

a) Promotion to Fire Apparatus Operator.

1) Each candidate for promotion to the position of Fire Apparatus Operator must have attained the position of Firefighter Class I and have completed at least five (5) continuous years, as a sworn firefighter / EMT or firefighter / paramedic member of the Kansas City, Kansas Fire Department, as of January 1, of the year the test is given. For the next promotional examination, which shall be commenced at such time which should permit completion prior to February 1, 2023, each candidate must take a written examination prepared by an outside agency in compliance with all Federal Equal Opportunity Standards, achieve a score of 70% or greater before moving to the practical portion of the testing procedure. The candidate must also demonstrate his ability to operate appropriate fire apparatus. Each candidate will be rated upon these items. He must, as well possess a current valid, unrestricted Kansas Vehicle Operators License which would permit the employee to operate the appropriate Department equipment.

2) Upon achieving passing scores of 70% or greater for both the written and practical portions of the test, a promotional eligibility list shall be established in order of seniority.

3) After February 1, 2023, any Firefighter who has completed at least five (5) continuous years, as a sworn member of the Kansas City, Kansas Fire Department, and assigned to Fire Suppression, as of January 1 may be placed on the Fire Apparatus

Operator's promotional list by becoming certified as a Fire Apparatus Driver/Operator Pumper and Aerial National Certification ("Certification"). Certification shall be through an accredited agency approved by the Department. The Department shall also offer in-house Certification courses. The Department will offer one such Certification class in 2022 and two such Certification classes for the years thereafter. Promotional lists shall be updated by seniority adding certified employees twice a year on January 1st and July 1st.

4) When promotions to the position of Fire Apparatus Operator are made they shall be made by the Chief from the eligibility list in accordance with the candidate's position thereon. Those employees not promoted from an expired promotion list shall be included in subsequently established promotional lists based on Department seniority. The parties agree that there will be an active promotional list in effect at all times for the rank of Fire Apparatus Operator. The Department shall be permitted to make promotions at any time from any active promotional eligibility list.

b) Promotion to Captain.

1) An employee to be eligible to be examined for promotion to the position of Captain must have served as of January 1 of the year the test is given at least twelve (12) years of service on the Kansas City, Kansas Fire Department as a firefighter or firefighter/Paramedic or if the employee has less than twelve (12) years of service and the employee holds the rank of Fire Apparatus Operator, the employee must have served as a Fire Apparatus Operator for at least one year as a FAO as of January 1st. Employees with twelve (12) years of service who have not served a year as a FAO must be on the Fire Apparatus Operator's promotional list as of January 1st to be eligible for promotion to Captain. Employees shall not be eligible to test until they attain the requisite time in grade.

2) Each candidate for promotion to the position of Captain must:

a) Take a written examination prepared by an outside agency in compliance with all Federal Equal Opportunity Standards. The examination shall test the candidate's suitability for the position of Captain.

3) Candidates shall then be assessed by the Kansas City, Kansas Fire Department Assessment Center.

4) Candidates scores from the written examination and the assessment center shall then be averaged. Candidates' averaged score must be equal to or greater than 70% to be eligible for promotion. Those candidates whose averaged scores are 70% or greater shall have the following enhancements added to their averaged score:

i). A Candidate shall be credited with an additional 1%, for each continuous completed year of service as a Kansas City, Kansas Firefighter,

Firefighter/Paramedic or Fire Apparatus Operator, commencing with completion of their 15th year of service.

ii). Applicants holding the following certifications shall receive a 1% enhancement to their final score for each certification held: Fire Officer I, II, Fire Instructor I.

5) Following enhancements, the testing firm shall rank the list from high to low scores. Promotions therefore shall be made in accordance with the candidate's position on the list. A new Captain's eligibility list shall be established as soon as practical and reasonable, and shall govern promotions to the rank of Captain for a period of three years from the date that the list is established and posted; however, if a current Captain's promotional list is exhausted prior to the expiration of three years, the Department may conduct testing in order to establish a new list.

6) The parties agree that there will be an active promotional list in effect at all times for the rank of Captain. The exception to the requirement of an active list is established to allow for that period of time necessary to conduct promotional testing. Promotional testing for the rank of Captain shall be conducted approximately every three years from the date that a new Captain's promotional eligibility list is established and posted. An eligibility list shall expire three years from the date that the list is established and can no longer be used after its expiration. Nothing within this Memorandum shall be construed to constrain the Department from conducting promotional testing and establishing a promotional list on a recurring basis when: (1) an existing promotional list has been exhausted; or, (2) after the expiration of an existing list. The Department shall be permitted to make promotions at any time from any active promotional eligibility list.

c) Promotion to Battalion Chief.

1) The following provisions apply to the creation of a new eligibility list.

(a) An employee to be eligible for promotion to the position of Battalion Chief must have attained and have served at least five (5) continuous years as a Captain or above on the Kansas City, Kansas Fire Department as of January 1 of the year the testing is given. Employees shall not be eligible to test until they attain the requisite time in grade.

(b) Each candidate for promotion to the position of Battalion Chief must:

1) Take a written examination prepared by an outside agency in compliance with all Federal Equal Opportunity Standards. Fire Apparatus Operator

2) Following the written examination applicants shall be assessed by the Kansas City, Kansas Fire Department Assessment Center.

3) Candidates scores from the written examination and the assessment center shall then be averaged. Candidates' averaged score must be equal to or greater than 70% to be eligible for promotion. Those candidates whose averaged scores are 70% or greater shall have the following enhancements added to their averaged score:

i). A Candidate shall be credited with an additional 1%, for each continuous completed year of service as a Kansas City, Kansas Firefighter, Firefighter/Paramedic or Fire Apparatus Operator, commencing with completion of their 20th year of service.

ii). Applicants holding the following certifications shall receive a 1% enhancement to their final score for each certification held: Fire Officer I, II, Fire Instructor I, II.

c) Following enhancements, the testing firm shall rank the list from high to low scores. Candidates shall be placed on the promotion eligibility list in the order of their overall rating. Promotions therefore shall be made in accordance with the candidate's position on the list. This eligibility list shall govern promotions made from the date of the establishment and posting of the list for a period of three (3) years; however, if a current Battalion Chief's promotional list is exhausted prior to the expiration of three years, the Department may conduct testing in order to establish a new list.

d) The parties agree that there will be an active promotional list in effect at all times for the rank of Battalion Chief. The exception to the requirement of an active list is established to allow for that period of time necessary to conduct promotional testing. Promotional testing for the rank of Battalion Chief shall be conducted approximately every three years from the date that a new Battalion Chief's promotional eligibility list is established. An eligibility list shall expire three years from the date that the list is established and posted and can no longer be used after its expiration. Nothing within this Memorandum shall be construed to constrain the Department from conducting promotional testing and establishing a promotional list on a recurring basis when: (1) an existing promotional list has been exhausted; or, (2) after the expiration of an existing list. The Department shall be permitted to make promotions at any time from any active promotional eligibility list.

e) Miscellaneous.

1) Notification. UG shall post notices of testing at least four

(4) weeks prior to the commencement of the administration of the test.

2) Ties. All ties shall be broken by the involved employee's identification number. The lowest number being given preference.

§ 27.2 Promotion Within Certain Specialized Units.

Promotions within the Specialized Divisions of Shop, Training, and Fire Prevention shall be based upon merit. The merit guidelines are as follows:

(a) An employee serving in the entry level position of Fire Prevention Inspector Class III, Training Instructor Class III or Mechanic Class III, shall be required to serve at least twelve (12) continuous months within these positions in order to be allowed to take a written merit examination, demonstrate his abilities, and be evaluated by his supervisors in order to determine if he is to be promoted to the next specialist class within his respective specialist unit.

(b) An Employee serving in any of the referenced specialized units in a specialist position between an entry level position and a Class II level shall be required to serve at least twelve (12) continuous months within that classification before he is eligible to be evaluated by his supervisors, demonstrate his abilities, and to take the written examination for promotion to the next level within his specialized unit.

(c) An employee serving in a position of Fire Prevention Inspector Class II, or Mechanic Class II, Training Instructor Class II shall be required to serve at least thirty-six (36) continuous months within such position in order to be allowed to take the written examination, demonstrate his abilities and be evaluated by his supervisors to determine if he is to be promoted to the Class I position within his specialized unit. If an applicant for the Class I position within the Shop, Fire Prevention Division and Training Division shall pass the written examination, demonstrate his abilities and receive at least commendable ratings by his supervisors and otherwise qualify for such position, he shall be promoted.

(d) The written examination portion of the promotional criteria shall be administered in the second quarter of each year.

(e) The results of the written examinations, supervisors' evaluations and/or performance evaluations shall be compiled and the employees within the Shop, Fire Prevention Division and Training Division who have satisfactorily qualified, shall be promoted, effective thirty days following certification of such results.

(f) Criteria for promotions within other specialized units may be established by the Department. Such criteria and standards shall be established by Department Bulletin, which shall be posted.

(g) If an employee serving within a specialized unit shall return within twelve (12) months to a fire suppression position, he shall return to his last held permanent fire suppression

rank. If he wishes to return to the suppression division after serving at least twelve (12) months in a specialized unit, he must demonstrate the capability to immediately perform the duties of his former suppression rank and if a vacancy exists within such rank, he may be returned to that suppression rank and position.

§ 27.3 Other Promotions.

All other promotions to positions covered by this Memorandum shall be based upon the following factors:

- (a) Seniority
- (b) Knowledge, training, ability, skill, adaptability, performance and efficiency; and
- (c) Physical capability

When factors (b) and (c) are equal, seniority shall govern. Determinations of the qualifications set forth in (b) above shall be vested in the Employer.

§ 27.4 Promotion from Eligibility List

The Department has the discretion to determine whether vacancies will be filled. When vacancies occur in permanent duty assignments except training, planning, shop, communications, property, fire prevention or other specialist positions, through promotions, retirements, death, terminations or resignations, UG shall determine, within forty-five (45) days from the creation of this vacancy, whether such position shall be filled by promotion. When such determination is made and the appropriate eligibility list has been established and certified, promotions shall be made within fifteen (15) calendar days from the promotion list existing at the time of the vacancy.

§ 27.5 Promotion - Probationary Period

Employees promoted to Fire Apparatus Operator, Captain, or Battalion Chief shall be on probation for the first six (6) months of service in the higher rank. During this probationary period, the employee may be demoted to his former rank by the Chief. Any employee who is demoted to his former rank shall be notified by the Chief of the reasons for such demotion.

ARTICLE 28 - COMPENSATION

§ 28.1 Salary

Employees in the respective ranks shall receive monthly salary as reflected in Attachment C.

§ 28.2 Bi-Weekly Payroll

Employees shall be paid bi-weekly.

§ 28.3 Longevity Pay

UG agrees to the following longevity pay, which shall be added to the salary and wages of each firefighter, firefighter/Paramedic as follows:

<u>Years of Continuous Employment</u>	<u>Pay Per Month</u>
---------------------------------------	----------------------

5	\$ 44.26
8	\$ 70.88
12	\$ 97.43
16	\$ 135.05
20	\$ 150.61
25	\$ 177.16

§ 28.4 Tuition Assistance and Education Incentive.

A. Tuition Assistance.

Any employee is eligible to receive tuition assistance from the Department under the following conditions:

1. The employee completes required credit courses at a university or college approved by the Department with a grade of "C" or better.
2. The employee may be reimbursed upon verification of completion of the course as provided in No. 1, and satisfactory proof of payment of tuition is furnished.
3. Reimbursement may be received for completion of up to six (6) credit hours in a semester at the maximum credit hour rate of:

Associate of Arts or Sciences	\$ 60.00
-------------------------------	----------

Bachelor of Arts or Science	\$ 85.00
Master of Arts or Science	\$110.00

Reimbursement rates are as follows: 50% for a C, 75% for a B and 100% for an A.

B. College Incentive.

New hires shall provide documentation evidencing their college degree to the Department either through the hiring process or to the training academy upon hire. Employees who obtain degrees after their date of hire with the Department shall provide documentation evidencing their college degree to the Chief's office. The following college incentive pay shall be added to the monthly salary of each qualified sworn employee after such employee's completion of their probationary period:

College Degree Achieved or Hours Earned from Accredited College	
Employees with a minimum of 28 credit hours of a technical Nature related to Fire Science or Paramedic toward an Associate's Degree in Fire Science or Paramedic or if the Employee is receiving advanced training Compensation for obtaining an Associate's Degree in Fire Science or Emergency Medical Intensive Care Training.	\$50.00
Associates of Arts or Sciences	\$ 100.00
Bachelor of Arts or Sciences	\$ 125.00
Master of Arts or Sciences	\$ 155.00

§ 28.5 Special Duty Pay

A. General Provisions Regarding Special Duty Assignments.

1. Use of employees holding special duty certifications and receiving special duty pay shall be at the discretion of the Chief or the Chief's designee. Such employees may be directed to respond to any emergency call or may be temporarily detailed pursuant to Section 25.2 of this Agreement.

2. Stacking of Special Duty Assignments.

a. Employees shall be limited to two special duty pay certifications consistent with the following paragraphs.

b. The following special duty assignments cannot be stacked – i.e. receive more than one certification pay - with one another:

- i. Hazardous Materials Technician.
- ii. Technical Rescue Specialty.
- iii. Safety Officer.
- iv. Field Training Officer.

c. Employees may stack the following certifications with other special duty certification up to a limit of two (2):

- i. Bilingual Interpreter.
- ii. Tactical Paramedic.
- iii. EMS Preceptor.

3. Employees that do not receive any special duty pay under paragraphs B. through G. below will receive \$25 per certification for up to six (6) of any of the following certifications through an accredited program: Critical Care Paramedic, Pediatric Advanced Life Support (PALS), EMS Instructor, Fire Apparatus Operator/Operator Pumper/Aerial, Fire Instructor I, Fire Instructor II, Fire Officer I, Fire Officer II, Fire Inspector I, Fire Inspector II, Incident Safety Officer.

4. Special duty pay as provided for within this Section 28.5 shall be effective the first pay period following the Union vote voting in favor of ratification through the end of the term of this Agreement.

B. Tactical Paramedic.

Employees possessing the following active certifications in addition to any recurrent training required by the Department for tactical paramedics shall receive certification pay in the amounts provided for below up to a maximum of \$200 per month:

1. Tactical Combat Casualty Care for Medical Personnel (TCCC-MP) or Tactical Emergency Medical Support (TEMS) certifications - \$100 per month.

2. Tactical Paramedic (TP-C) certification - \$200 per month.

C. Bilingual Interpreter.

Employees possessing the following active certifications in addition to any recurrent training required by the Department for bilingual interpreter shall receive certification pay in the amounts provided for below:

1. Certification by an accredited institution of secondary education (University, College, Junior College, etc.) as a qualified interpreter within the designated foreign language or signing for the deaf and such certification is provided in writing to the employee's respective department/division heads - \$75 per month.

D. Hazardous Materials Technician.

Employees possessing the following active certifications in addition to any recurrent training required by the Department for hazardous materials technician shall receive certification pay in the amounts provided for below:

1. 80 hour, NFPA 472 and OSHA 1910.120 compliant, accredited certification - \$250 per month.

2. Employees assigned to the Hazardous Materials Unit upon the effective date of this Agreement shall continue to receive special duty pay in the amount of \$225 per month. Such employees shall complete the certifications identified in the preceding paragraph within two (2) years at which time they shall receive the special duty pay in the amount identified in the preceding paragraph. Such employees who fail to complete the required certifications within two (2) years may be transferred out of the Haz Mat Unit and shall no longer receive Haz Mat special duty pay. If such employees transfer out of the Haz Mat Unit prior to the expiration of such two (2) year period without receiving such certifications, such employees shall no longer receive Haz Mat special duty pay.

3. Employees bidding on vacant positions in the Haz Mat Unit who possess the certifications identified in paragraph 1. shall be given preference over those employees who lack such certifications. If multiple certified employees bid on such vacant positions, the senior certified employee shall be awarded the position.

E. Technical Rescue Specialist

Employees possessing the following active certifications in addition to any recurrent training required by the Department for technical rescue specialists shall receive certification pay in the amounts provided for below:

1. NFPA 1006 & 1670 compliant accredited certification in: Rope Rescue Technician (TRR-TL) 40 hour, Confined Space Rescue Technician 48 hour, Rescue Boat Operations Technician 40 hour, Swift Water Rescue Technician Advanced (SRT-II) 40 hour; Structural Collapse Rescue Technician (SCR-TL) 80 hour; and, NFPA 1006 & OSHA 1926.650 compliant accredited certification in Trench Rescue Technician, 40 hour - \$300 per month.

2. Employees assigned to the Technical Rescue Unit upon the effective date of this Agreement shall continue to receive special duty pay in the amount of \$225 per month. Such employees shall complete the certifications identified in the preceding paragraph within three (3) years at which time they shall receive the special duty pay in the amount identified in the preceding paragraph. Such employees who fail to complete the required certifications within three (3) years may be transferred out of the Technical Rescue Unit and shall no longer receive Technical Rescue special duty pay. If such employees transfer out of the Technical Rescue Unit prior to the expiration of such three (3) year period without receiving such certifications, such employees shall no longer receive Technical Rescue special duty pay.

3. Employees bidding on vacant positions in the Technical Rescue Unit who possess the certifications identified in paragraph 1. shall be given preference over those employees who lack such certifications. If multiple certified employees bid on such vacant positions, the senior certified employee shall be awarded the position.

F. Safety Officer

Employees possessing the following active certifications in addition to any recurrent training required by the Department for safety officer shall receive certification pay in the amounts provided for below:

1. NFPA 1041 compliant accredited certification in: Instructor I, Instructor II, Company Officer I; NFPA 1521 compliant accredited certification in: Safety Officer; all Technical Rescue Specialist certifications; all Hazardous Materials Technician certifications - \$350 per month.

2. Employees assigned to a bid Safety Officer position who possess an active NFPA 1521 compliant accredited certification in Safety Officer - \$100 per month.

3. Employees bidding on vacant Safety Officer positions who possess the certifications identified in paragraph 1. shall be given preference over those employees who lack such certifications. If multiple certified employees bid on such vacant positions, the senior certified employee shall be awarded the position.

G. Field Training Officer.

Employees possessing the following active certifications in addition to any recurrent training required by the Department for Field Training Officer shall receive certification pay in the amounts provided for below:

1. NFPA 1041 compliant accredited certification in: Instructor I, Instructor II, Company Officer I - \$250 per month.

2. Field training officers must hold the rank of Fire Apparatus Operator or Captain.

3. The Department may direct employees receiving FTO special duty pay to conduct field training as needed by the Department.

H. EMS Preceptor.

1. Employees selected and assigned to serve as an EMS Preceptor shall be paid \$25 for shift that the employee precepts.

I. Training Instructor.

1. Employees selected by the Department on a call for resume basis to the position of Training Instructor will be compensated at 7% above the Master Captain rate of compensation. Required and preferred qualifications are determined at the discretion of the Department and will be identified in the job description.

J. Dispatch Trainer's Pay.

1. Employees who are selected by the Assistant Chief of Communications to serve as Dispatch Trainers shall receive a per hour pay for each hour, or part thereof, which is spent training dispatchers as directed by the Assistant Chief of Communications or his/her designee. The Department may require that those selected successfully complete a training program selected by the Unified Government. The per hour rate shall be two dollars (\$2.00) per hour. This pay shall be by the quarter hour.

§ 28.6 Transport Pay for Paramedics and EMTs

When assigned to medical transport units, Paramedics will receive \$50.00 additional pay per assigned shift and EMTs will receive \$25.00 additional pay assigned per shift. When activated to a medical transport unit Paramedics will receive \$25.00 per half shift or any part thereof and EMTs will receive \$12.50 per half shift or any part thereof.

§ 28.7 Paramedic Pay

1. The provisions of this Section 28.7 shall be effective from November 11, 2021 through the end of the term of this Agreement.

2. A hiring incentive payment of \$5,000 will be paid to new hires possessing an active license as a Paramedic from the Kansas Board of Emergency Medical Services upon their successful completion of the Academy. Employees who fail to establish residency within one (1) year from their date of hire shall be required to reimburse this hiring incentive.

3. Starting pay for new hires possessing an active license as a Paramedic from the Kansas Board of Emergency Medical Services shall be at Step III. Existing employees possessing an active license as a Paramedic who are currently compensated at Step IV shall be

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compensated at Step III and their months of service at Step IV shall be credited as months of service at Step III.

4. Employees possessing an active license as a Paramedic from the Kansas Board of Emergency Medical Services shall receive an additional nine-percent (9%) added to their base wage rate.

5. Employees who are actively enrolled in an EMT Paramedic program approved by the Kansas Board of Emergency Medical Services or by the Fire Chief will receive the nine-percent (9%) addition to their base wage rate provided for within paragraph 4 of this Section 28.7. All costs including tuition, books, lab fees, and equipment associated with training and education for the program shall be borne by the Unified Government. To receive this pay differential employees must maintain a credit hour enrollment which will enable them to complete the program within 2 years from the date of commencement and employees must maintain a passing GPA of at least a 2.0 or as defined by the program. Employees will be required to provide proof of enrollment at the beginning of the semester or term and their grade card or report at the end of the semester. Employees who elect to participate in the EMT Paramedic program shall receive a lump sum payment of \$10,000 upon obtaining licensure from the State of Kansas as a paramedic.

§ 28.8 Retroactive Pay

Compensation rates for base and overtime pay in 28.1 are retroactive to January 1, 2019 for those employees who remain employed by the Unified Government as of the effective date of this Agreement. All other compensation provided for in this Agreement including the compensation provided for in Sections 28.3 through 28.7 except as expressly provided, shall not be retroactive and shall apply from the date of final execution of this MOA through the end of the term of the Agreement.

ARTICLE 29 - JOINT STANDING COMMITTEES

§ 29.1 Accident Review Board

There shall be an Accident Review Board to review all accidents involving fire department vehicles. The Accident Review Board shall be composed of two (2) firefighters appointed by the Union and two (2) supervisors appointed by the Chief. The members of the Committee shall serve two year terms and may be reappointed. All tie votes shall be broken by UG's Safety Officer. The Safety Officer may review the evidence presented at the Board hearing or may take additional evidence, if he so desires.

The Accident Review Board shall review all accidents involving fire department vehicles to determine whether or not the employee(s) involved was negligent. The Accident Review Board shall be empowered to hold whatever hearings and interviews of witnesses it deems necessary to fulfill its purpose. The Accident Review Board shall report its findings along with reasons in support thereof to the Chief within forty-five (45) calendar days of an accident. The

determination of the Accident Review Board shall be binding on both the Department and the employee. The Chief may impose discipline as a result of a finding of negligence by the Accident Review Board. If discipline is imposed and the discipline does not exceed one (1) shift day suspension, then the employee shall have no right to appeal this disciplinary action to Arbitration. A suspension of more than one (1) shift day may be appealed.

§ 29.2 Joint Safety and Equipment Committee

There shall be a Joint Safety and Equipment Committee composed of three (3) supervisors appointed by the Chief, and three (3) employees appointed by the Union. The ranking Commanding Officer shall be the chairman of the Joint Committee. The purpose of the Joint Committee shall be to study, evaluate and make recommendations to the Chief concerning the purchase of new equipment or the upgrading, utilization, maintenance or upkeep of Department equipment; to make recommendations to the Chief in regard to Department safety practices and to review on-the-job injuries and make recommendations to prevent their occurrence.

§ 29.3 EMS Committee

There shall be a Joint Labor/Management EMS Committee composed of three (3) Supervisors appointed by the Chief and three (3) employees of the rank of Captain or below appointed by the Union. The ranking commanding officer shall be the Chairman of the committee. The committee shall act as an advisory committee to make recommendations to the Chief concerning relevant issues.

§ 29.4 Labor/Management Committee

There shall be a Joint Labor/Management Committee composed of three (3) Supervisors appointed by the Chief and three (3) employees of the rank of Captain or below appointed by the Union. The ranking commanding officer shall be the Chairman of the committee. The committee shall act as an advisory committee to make recommendations to the Chief concerning relevant issues.

§29.5 Additional Committees

The Union President and the Chief may form any additional committees deemed jointly to be necessary.

ARTICLE 30 - PHYSICAL FITNESS

§ 30.1

All employees shall annually, as scheduled by the Department, be evaluated by a step test, bicycle test or other appropriate test, in order to determine whether they are to be considered as "at risk" concerning elevated blood pressure or pulse rate. Those employees who are found to

be "at risk" shall be examined at a medical facility for an evaluation. If it is determined that any of these employees are physically unfit for duty, they shall be placed out of service, on the appropriate leave (sick or injury leave) and shall receive treatment from their private physician in an attempt to remedy their medical problem. Such employees may not return to their employment until released for such purposes by their attending physician and if desired by the Department, the medical facility at which he was initially determined to be "at risk". If the employee's attending physician and the medical facility disagree as to the employee's ability to return to duty, then the parties (Chief and union President or their designees) shall select a neutral physician who shall determine the employee's fitness to return to duty.

Dispatch employees shall wear headsets at all times while on duty unless otherwise authorized by the Communications Manager. Hearing tests shall be conducted upon the employer's or employee's request.

§ 30.2

Employees determined to be "at risk" shall participate in a follow up program in an attempt to remedy their medical problem.

§ 30.3

Employees may participate in physical fitness activities, as established by the joint Department and Union physical fitness committee with permission of their supervisors. Physical fitness activities may not interfere with performance of an employee's employment duties. The joint Department and Union physical fitness committee may research, evaluate and recommend modifications or additions to the physical fitness activities.

§ 30.4

Smoking shall be prohibited upon all UG property and in all UG vehicles.

ARTICLE 31 - DRUG AND ALCOHOL TESTING

There shall be a Joint Drug and Alcohol Testing Committee composed of two (2) members of Local 64, together with two (2) supervisors appointed by the Chief of the Fire Department. The Human Resources and Legal Departments shall each have one ex officio member of the Committee. The purpose of the Joint Committee shall be to study, evaluate and make recommendations to the Unified Government Administrator concerning the establishment of a revised Policy on Substance Abuse and Drug and Alcohol Testing.

Should the Committee fail to agree on a recommendation to the Unified Government Administrator within eighteen months of the date of the Committee's formation, the Unified Government Administrator may issue a revised Policy on Substance Abuse and Drug and Alcohol Testing.

Until such time as a revised Policy is implemented, all employees shall continue to be subject to the provisions of the Drug Free Workplace Act of 1988, as amended, and the existing UG Statement and Policy on Substance Abuse and Drug and Alcohol Testing.

ARTICLE 32 - MISCELLANEOUS

§ 32.1 Burial Expenses - Funeral and Reasonable Burial Expenses

UG agrees to defray all reasonable funeral and burial expenses of any employee of the Fire Department killed in the line of duty.

§ 32.2 Snow Removal

Snow removal on fire station ramps may be provided within the discretion of the Chief from 8:00 A.M. to 8:00 P.M., however, the Department has the ability to require employees to remove snow in emergency situations after 8:00 P.M.

§ 32.3 Vaccinations For Occupational Diseases

UG shall provide vaccinations for requesting employees who are determined to be at risk for Hepatitis B virus or other infectious diseases, as determined by UG to require vaccination, due to occupational exposure. Any employee who refuses an offered vaccination for such determined infectious diseases, shall execute a written waiver, waiving any claims against UG as a result of contraction of such diseases. Vaccinations shall be at no expense to the employee, but if covered by medical insurance, the proper forms shall be completed by the employee and a claim made.

§ 32.4 Unspecified Paid Leave

1) 2010 Time Bank.

All bargaining unit members who were employed in the fire department as of September 30, 2010 and who previously received 5 shifts less 3 hours (24-hour employees) or 80 hours (40 hour employees) as unspecified paid leave may continue to use such hours of paid leave. The scheduling of such time shall be subject to supervisory approval based on the staffing needs of the Department. Any of the hours which are not used by an employee may be carried over from year to year. Upon an employee's retirement, any of such hours which have not been used shall be paid to such employee at the regular straight time rate of compensation.

2) 2012 Time Bank.

The unspecified leave granted for the calendar year 2012 does not sunset which means it remains as long as the firefighter is employed by the UG. It cannot be cashed out at retirement, however, the firefighter can substitute this leave in lieu of using vacation leave.

ARTICLE 33 - ENTIRE MEMORANDUM OF AGREEMENT

This Memorandum supersedes all previous agreements and all existing unwritten practices between UG and the members of the bargaining unit and constitutes the entire

Memorandum between the parties, except as to those areas of employment not covered herein which are subject to UG ordinances existing at the date of this Memorandum. Agreements or practices established between the parties following the effective date of this Memorandum are not prohibited by this Article. Any conflict that may exist between existing UG ordinances and provisions of this Memorandum shall be determined in favor of this Memorandum. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Memorandum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Subject to the provisions of Article 35 below, UG and the Union, for the life of this Memorandum, agree that the other shall not be obligated to negotiate collectively, but may if mutually agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

ARTICLE 34 - SAVINGS CLAUSE

If any provision of this Memorandum or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the memorandum shall remain in full force and effect.

ARTICLE 35 - MINIMUM MANNING

a) The Department is in the process of undertaking a comprehensive Fire/EMS service analysis through a joint Union-Management process. Factors considered in the analysis and in the development of a comprehensive master plan for the Department include, but are not limited to the following: station locations including potential new stations and renovation and expansion and/or closure of existing stations, deployment of manpower and apparatus, response times, and safety of fire personnel and consideration of the NFPA 1710 Standard. The parties shall form a strategic planning committee and have appointed representatives to this committee to develop recommendations relevant to Fire/EMS service, including development of a Master Plan. The Master Plan shall evaluate and make recommendations regarding minimum manning requirements, including the requirements as identified in sub-paragraph (b) and (c) of this Article. The committee may consider any relevant documentation, reports or data including but not limited to the FACETS report and IAFF GIS report. The Master Plan recommendation shall be presented to the Commission. The parties are not required to reach consensus on all matters of the Master Plan and may present the Commission with alternative options on any individual or any multitude of issues. The parties' recommendation or alternative recommendations shall be submitted to the Commission contemporaneously prior to the end of 2023. After presentation of

the Master Plan recommendation to the Commission, the Unified Government Commission shall be permitted to change any of the minimum manning provisions within sub-paragraphs (b) and (c) of this Article. Until this occurs, the following minimum requirements shall be maintained.

b) The Department will not operate a fire suppression shift with less than 73 bargaining unit suppression personnel except in cases of emergency. In no event will the Department operate a fire suppression shift with less than 69 bargaining unit suppression personnel. The Department will utilize overtime to insure that there will be at least 69 bargaining unit suppression personnel in emergency situations. "Emergency", for purposes of this section, shall include personnel absences due to unscheduled leaves. The Department will not operate less than twenty-two (22) companies during the term of this agreement.

c) Three safety officers shall be on duty at all times.

d) All fire suppression pumpers, will be staffed with a minimum of three (3) employees in order to be considered "in service" and available for use. All Fire Department aerials and quints will operate with four (4) employees except in cases of emergency at which time aerials and quints may operate with three (3) employees. "Emergency", for purposes of this section, shall include personnel absences due to unscheduled leaves.

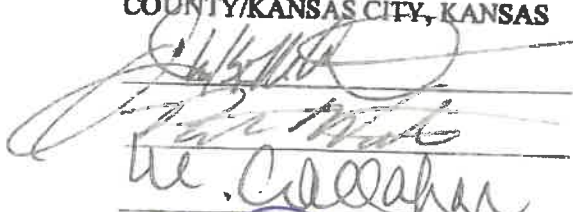
e) The parties recognize that the Fire/EMS Service Analysis addresses contractual issues other than the manning issues identified in sub-paragraphs (b) through (d) above. If the recommendations of the strategic planning committee address contractual issues other than those identified in sub-paragraphs (b) through (d) above, negotiations over such issues shall be deemed to be reopened and the parties agree that they will meet and confer in good faith to attempt to arrive at an agreement over such issues.

ARTICLE 36 - DURATION

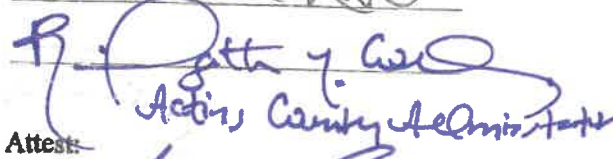
This agreement, and any written amendments made and annexed hereto, shall continue in full force and effect from January 1, 2019 through December 31, 2024. The parties hereto agree that they will begin discussion as quickly as humanly possible in an attempt to arrive at a new Memorandum of Agreement.


IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY AND THE UNION have hereunto set their hands this _____ day of
_____, 2022.

FOR THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

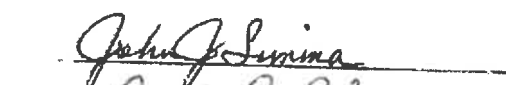


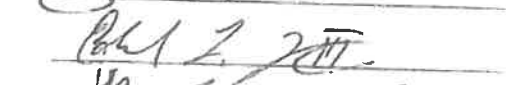

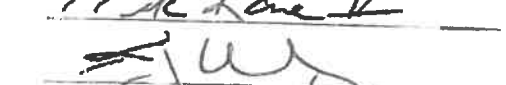
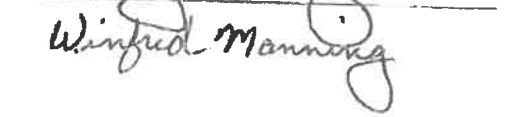

Michael Callahan

Date _____


R. J. Gatt
Attest: Adams County Administrator 7.27.22


Unified Government Clerk (Attesting) 7-27-22

FOR THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL #64


John J. Linn

Joseph C. Chynoweth

Paul J. Linn

Bill Z. Zett

A. Liddell

Mike Lane II

Winfred Manning

Date _____

Attachment "A"

The union and the department agree that a minimum of seventeen (17) certified suppression personnel shall be dispatched on the initial alarm to all regular alarm responses.

The union and the department agree that a minimum of twenty-eight (28) certified suppression personnel will be dispatched on the initial alarm to all general alarm responses.

ATTACHMENT “B”

Health insurance benefits for Department retirees available through the UG are determined each year by the UG Commission. The UG will advise retiring bargaining unit members of the benefits available to those retiring bargaining unit members at the time of retirement. Current benefit information is available from the Human Resources Department of the UG.