

FIREFIGHTER
MEMORANDUM OF AGREEMENT

BETWEEN THE

STATE OF KANSAS
ADJUTANT GENERAL'S DEPARTMENT

AND THE

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS LOCAL 64

2012

ARTICLE 1

PREAMBLE

1. This agreement is entered into by and between the State of Kansas, the Adjutant General's Department, an agency of the State of Kansas, hereinafter referred to as the employer or management, and the International Association of Fire Fighters Local 64, hereinafter referred to as the association or IAFF.
2. The employer and IAFF recognize that the public interest requires high standards of employee performance and the continuing development and implementation of modern and progressive work practices that facilitate improved employees performance and efficiency. The morale and dedication of employees should be improved through maintenance of a constructive and cooperative relationship between the employer and IAFF.
3. It is the intent and purpose of this agreement to achieve and maintain harmonious relations between the employer and IAFF and between the employer and employees in the appropriate unit; to provide for equitable and peaceful adjustment of differences which may arise; and to provide employees with a written document outlining some of the conditions of employment under which they are employed.

ARTICLE 2

RECOGNITION

1. The employer recognizes IAFF as the exclusive representative for the unit found appropriate and certified on May 16, 2007 by the Kansas Public Employee Relations Board in case 75-UD-1-2007.
2. Employees included in the appropriate unit and covered by this agreement shall be those persons employed in classified and/or unclassified job titles and in full-time or part time regular positions with similar or like job classifications or functions in the capacity of Firefighter, Fire Protection Specialist, Fire Protection Safety Training Specialist and Fire Protection Crew Chief.
3. Employees excluded from the appropriate unit shall be all confidential, managerial, supervisory, temporary and original appointment probationary status employees and elected officials.

ARTICLE 3

NON-DISCRIMINATION

1. The employer and IAFF agree that there will be equal opportunity for every certified eligible candidate and employee and both parties shall not discriminate against any registrant, applicant, candidate, certified eligible candidate for employment or employee in training, promotion, retention or discipline on the basis of race, color, religion, sex, age, national origin, marital status or ancestry, disability, political, or military membership.
2. The employer shall promote the full realization of equal employment opportunity in hiring, promotion and retention of minorities and women through a comprehensive affirmative action program.
3. IAFF shall not discriminate against any person with regard to membership or representation services on the basis of race, color, religion, sex, age, national origin or ancestry, physical handicap, political or religious affiliation or membership and participation, or refusal thereof, in the activities of IAFF.
4. There shall be no reprisal, admonition, reprimand or other adverse action taken against any persons for their role in the meet and confer process or in the grievance procedure as advocate, grievant, respondent or witness. Employees, however, will remain subject to discipline for inappropriate conduct not otherwise justified by involvement in the above proceedings.

ARTICLE 4

EMPLOYEE RIGHTS

1. Nothing contained in this agreement shall be construed to limit or deny employees any rights to which they are entitled as citizens under the laws or constitution of the United States or the State of Kansas.
2. An employee is accountable for the performance of official duties and for compliance with standards of conduct for state employees. Employees shall have the right to conduct their private lives as they deem fit provided such conduct does not conflict with law or regulation.
3. **REPRESENTATION.** The employer believes in the tenets of progressive discipline. Prior to any disciplinary action being taken against an employee

involving suspension, demotion or dismissal, the employer shall furnish a written statement to the employee, setting forth the reasons and factual basis thereof. If the employee chooses to appear in person on the issue of the proposed disciplinary action, the employee may be represented by a person of the employee's choice.

- A. **Opportunity to Respond:** For proposed actions of suspension, demotion or termination, this statement shall specify the date, time and place by, or at which, the employee may initially reply in writing to or appear before the Installation/Wing Commander, or both. If the employee is dissatisfied with the Installation/Wing Commander's decision, the employee may appeal in writing to the Adjutant General. At the discretion of the Adjutant General, the employee may be provided an opportunity to appear before the Adjutant General, who is the agency's final authority on suspension, demotion or termination.

- B. **Counseling Opportunities:** The employee shall be counseled and/or advised in writing of the corrective action or remedy necessary to resolve the cause of the discipline. Corrective actions or remedies may include but are not limited to counseling, training, or remediation in an effort to assist the employee in avoiding further disciplinary action.

- C. **Investigative Interviews:** Employees shall be informed by the employer of their right to representation by IAFF or a person of their choice at any interview conducted by management for the purpose of investigating allegations against the employee being interviewed, provided the employer reasonably believes and so indicates that the investigation may result in a written reprimand, suspension, demotion or dismissal.

- D. **Excluded from the Above Provisions:**
 - 1) An investigative interview that may result in an oral counseling or written counseling memorandum/reprimand does not entitle an employee to representation. Employees who do not agree with an official written counseling memorandum or letter of reprimand shall be given the opportunity to place a written rebuttal to such a disciplinary action in their appropriate file.

 - 2) The representation provided in this Article also does not include meetings or discussions between an employee and his or her supervisor for the purpose of instruction, performance feedback or oral counseling.

- 3) This Article does not entitle a member of this unit, who is the subject of an investigation, to be present at an investigative interview with another employee, as a representative or otherwise. If an employee being interviewed as part of an investigation selects another employee, who is being investigated on the same or similar basis, then the employer may request that another employee, independent of the investigation be selected by the employee being interviewed to serve as the representative.
- E.
- 1) If the employer advises the employee that the investigation may result in a reprimand, suspension, demotion or dismissal, and if requested by the employee, the interview shall be immediately recessed to allow the employee an opportunity to secure a representative of his or her choice, provided that such a recess, in the opinion of the employer, will not endanger the results of the investigation. The employer retains the right to immediately place an employee on leave with pay, pending the completion of the investigation.
 - 2) If the determination is made by the employer that a delay in the interview will endanger the results of the investigation and the interview proceeds without the employee's representative, the employer shall include the justification for the determination in the final report of the findings of the investigation.
- F. If the representative selected by the employee is not available for participation in the meeting within 24 hours, or beyond the period of time which, in the opinion of management will endanger the results of the investigation, the investigative interview with the employee may proceed without the employee's representative.
- G.
- 1) If a steward agrees to serve as a representative of an employee during the investigation, the steward's participation shall be considered as time worked; but only to the extent of hours permitted in accordance with Article 5, Section 8 of this agreement.
 - 2) If an employee, other than a steward, agrees to serve as a representative of an employee during the investigation, that employee representative participation shall not be considered as time worked.
- H. The function of the employee or other representative during the investigative interview will be to observe the overall propriety of the interview process and to briefly consult with employee under investigation prior to the interview. The

representative and the employee under investigation may briefly consult prior to responding to a question, but the employee under investigation shall give the response. The representative shall not attempt to cross examine the interviewer or otherwise interfere with the interview process. The employer shall warn the representative once and may then ask the representative to remove himself or herself if further disruption or undue delay occurs. If the employer removes a representative as provided in this subsection, the employer shall include the justification for the determination in the final report of the findings of the investigation.

- I. The employee has the right during the investigative interview to ask for a short break(s).

4. LENGTH OF SERVICE.

- A. Upon satisfactory completion of a six month initial probationary period, the employee shall be deemed to have successfully completed probation and receive appropriate length of service credit since the initial date of employment.
- B. "Length of service" shall mean total time worked in the classified service or unclassified service, including time spent on an appointment to a position pursuant to K.S.A. 75-2935(1)(i), and amendments thereto. Length of service shall exclude the following:
 - 1) time worked as a temporary (999-hour) employee;
 - 2) time worked as a student employed by any board of regents institution;
 - 3) time worked as a resident worker in any social and rehabilitation services institution or the Kansas commission on veteran's affairs;
or
 - 4) time worked as an inmate.
- C. Time spent on military leave, or time off while receiving workers compensation wage replacement for loss of work time, shall be considered to be time worked in the classified or unclassified service. Time on leave while receiving workers compensation wage replacement for a disability attributable to state employment before May 1, 1983, shall not be credited. Length of service for computing vacation and sick leave accrual rates and for layoff or compensation purposes shall not be recalculated using prior versions of this regulation for employees who have no break in service.

- D. Length of service for determining vacation and sick leave accrual rates and for layoff or compensation purposes for an individual returning to state service shall be the amount of length of service on record as of December 17, 1995, or the date the individual left state service, whichever date is later.
 - E. Authorized leave without pay over 30 days shall not count toward length of service. However, authorized leave without pay for 30 days or less shall not be considered a break in service.
 - F. Increased rates of vacation leave earnings based on length of service shall not be retroactive.
 - G. For purposes of leave accrual and layoff, the length of service of any retiree returning to state services shall be reduced to zero and calculated on the same basis as a new hire.
 - H. The terms "Length of Service" and "Seniority" shall be used interchangeably whenever found in this agreement.
 - I. Ties in Length of Service shall be broken by considering the following factors in the order listed until the tie is resolved:
 - 1. Total time employed by the State of Kansas in any type of appointment.
 - 2. Total time employed in a firefighting capacity by any full time employer.
5. **PERSONNEL FILES.** Employer shall maintain one official personnel file for each employee in the State Human Resources Office. By appointment, official personnel record information may be reviewed at the State Human Resources Office. The State human Resources may hand-carry each employee's official personnel file to the worksite for the appropriate review annually upon request.
- A. The official file shall contain and be maintained by the State Human Resources Office as follows:
 - 1) Performance reviews, letters of reprimand and letters of rebuttal thereto, final (and proposed if finalized) letters of formal disciplinary action and letters of commendations;

- 2) Application for employment, work history, benefit data, and certificates of training;
 - 3) Letters of proposed disciplinary action. If the proposed discipline is withdrawn, all related correspondence, including the letter of withdrawal, will be removed from the official file, and
 - 4) Such other information as the director of personnel services deems appropriate.
- B. No anonymous materials shall be placed in the official personnel file of any employee.
- C. The employee may request that material pertinent to their position, qualifications or rebuttals to official counseling memos or letters of reprimand or employee comments in response to official performance reviews be placed in their official file. The employee may request copies of material in their official file either in person or in writing, and the cost of duplication shall be paid by the employee.
- D. Upon written authorization by the employee, IAFF and/or any other person or entity shall have the right to see the employee's official personnel file.
- E. Except as otherwise provided in the policy, information contained in each official personnel file shall not be open to public inspection and will be secured from other employees. Release of information will comply with the provision of K.A.R. 1-13-1a.
- F. Documents which are adverse to the employee shall not be placed in the employee's file unless the employee has had an opportunity to read the material. The employee shall have the opportunity to affix his/her signature to signify knowledge of the material, not necessarily to indicated agreement with the content.
- G. Except as noted below, the employee shall be notified in writing when any person or agency has sought material from such file under subpoena or court order without written permission of the employee. In the event the investigating agency, court order or subpoena prevents the above notice to

the employee, the state human resource office will provide written notice to the employee if and when the restriction is lifted.

H. Where there has been no recurrence of the acts which gave rise to a written reprimand within a period of 12 months, the employee may request the employer expunge the reprimand from the file.

I. Upon inquiry of any individual, the division of personnel services, or personnel in the state agency where the employee is employed, may disclose the following information concerning an employee:

- 1) the name of the employee;
- 2) name of employing state agency;
- 3) the employee's current job title;
- 4) current or prior rates of pay;
- 5) length of employment with the state;
- 6) length of time the employee has served in the employee's current job position; and
- 7) letters of commendation.

J. Upon inquiry of a prospective employer, the division or the state agency in which an employee is employed may disclose the following additional information concerning an employee:

- 1) the name of the employing state agency;
- 2) the length of time the employee has served in the employee's current position;
- 3) any letters of commendation; and
- 4) any documents regarding personal conduct and work performance to the extent consistent with K.S.A. 44-117.

K. When individuals from the following agencies, in carrying forth their official duties, establish a need for information contained in employees' official personnel files, access to the information shall be permitted to personnel from the following agencies:

- 1) the Kansas Department of Administration;
- 2) the Kansas Attorney General's office, including the Kansas Bureau of Investigation;
- 3) the Federal Equal Employment Opportunity Commission and Kansas Human Rights Commission;

- 4) the Kansas Civil Service Board;
 - 5) Legislative Post Audit; and
 - 6) an employee's employing state agency; and
 - 7) child support enforcement specialist of the Kansas Department of Social and Rehabilitation Services.
- L. Any current or former employee, or an individual or organization firm designated by the employee, when authorized in writing by the current or former employee, may review the employee's official personnel file maintained in a state agency or in the division of personnel services upon request to the Adjutant General or the director, respectively. The agency shall place in the employee's personnel record a copy of the written request and the written authorization from the employee. The review shall be made consistent with the conditions established by the Adjutant General or the director, respectively, and at a time and place mutually convenient to the parties.
- M. Upon request to the appointing authority or designee or the director, respectively, the head of any state agency or a designee, having a proper interest and an established need to review the personnel record of an employee in another state agency, may review the employee's official personnel record, including applications for employment and performance reviews, whether the personnel record is maintained in a state agency or in the division.
- N. Each state agency responding to job-related reference and performance questions from another state agency shall answer the questions in good faith.
- O. If a prospective employer that is not part of Kansas state government requests information about a current or former state employee as part of a reference check, the response of the appointing authority shall comply with K.S.A. 1996 Supp. 44-119a.
- P. The official personnel record of any specifically named employee shall be made available for inspection in connection with litigation, pursuant to the terms of an order entered by a judge of any federal, state, or municipal court properly having jurisdiction over such litigation.
- Q. The official personnel record of each state employee shall be transferred with the employee if the employee transfers to another agency.

6. **EMPLOYEE ASSISTANCE PROGRAM.** The employer agrees to participate in the State of Kansas Employee Assistance Program which provides employees and their families the opportunity to receive confidential professional help in resolving health or personal problems.
 - A. Accrued leaves, and leave without pay may be granted, as well as shared leave if approved and donations received, to enable the employee to participate in any Employee Assistance Program referral.
 - B. The agency strictly adheres to confidentiality in accordance with applicable federal and state laws and regulations.

7. **CAREER PROGRESSION AND PROMOTION.** Every effort will be made by management to train and promote interested employees. To meet this goal:
 - A. Openings in positions above the Fire Protection Specialist will be available for application from within as long as the employee meets the established criteria.
 - B. Outside training opportunities for career progression will be offered within the parameters of available funding and subject to operational needs.

8. **LAYOFFS.** In accordance with State legislative direction, if federal funding support is not provided to fund the employees' salaries and wages, and benefits covered under this agreement, state authority for these positions will be deleted and the employees will be terminated.
 - A. The Adjutant General's office will contact the IAFF chapter president or designated representative within 30 days from receipt of notice that federal funding for these positions or some of the positions are to be discontinued or some other change in the firefighter structure may occur due to federal or state instructions.
 - B. If a layoff of employees is required the order of layoff will be based upon applicable state statutes and regulations.
 - 1) In the case of identical layoff scores, preference among such employees shall be given to any veteran, any surviving spouse of a veteran, and any orphan of a veteran, in that order.

- 2) If further ties remain, the employer will advise IAFF of the method of breaking the ties that is consistent with affirmative action goals and time tables for addressing underutilization of protected groups. If further ties remain, preference will be given to an employee's total time employed in a fire fighting capacity by a full-time employer.
 - C. The employer and IAFF recognize the potential devastating impact to employees that may be affected by a layoff due to lack of federal funds or other statutory reasons. If faced with a layoff, all employees affected will be assisted by the employer in exercising their rights and options with a primary objective of maintaining their employment with the state.
8. **DRUG FREE WORKPLACE** The employer shall notify IAFF in the event employees of the unit are subject to any known proposed future statutory changes regarding drug testing.

ARTICLE 5

IAFF RIGHTS

1. **DUES DEDUCTION.** The employer agrees to deduct from regular payroll checks of each employee who has submitted written authorization-assignment of the appropriate membership dues in accordance with procedures established by the Division of Accounts and Reports.
2. **IAFF REPRESENTATIVES.** Representatives of IAFF shall be permitted to come on the employer's premises for the purpose of investigating and discussing grievances or alleged violations of the Memorandum with the appropriate IAFF officer, employer, and the affected employee(s), provided a chapter officer first notifies the personnel director or the director's designated representative of the proposed visit.
 - A. Authorization to come on the employer's premises for such purposes shall not be unreasonably denied. However, the employer retains the right to deny such visits due to regularly scheduled training, fire response or other essential duties.
 - B. When the visit of the IAFF representative occurs at a time when the employer's personnel director, or designated representative, is not available, the IAFF officer shall obtain visitation authorization from the affected employee(s) immediate supervisor.

- C. IAFF shall insure the employer has a current list of their representatives accredited by the association. The employer shall insure IAFF has a current name and work phone of the appointed personnel director and the director's designated representative.
3. **USE OF FACILITIES.** The employer shall make available to IAFF for regular or emergency meetings of the unit or committees of IAFF, appropriate space in the fire station or the Civil Engineer's building under the employer's control.
- A. IAFF agrees not to call or conduct regular meetings during the regular work shift or at times which would interfere with the normal operation of the work force.
- B. Emergency meetings shall pertain to issues of general concern to all employees in the unit and may be requested and/or conducted during the regular work shift, subject to the approval of the employer.
- C. A request to use the employer's facilities for purposes of conducting an official meeting shall be orally requested of the Assistant Chief or designated representative.
- D. Authorization to use the appropriate employer's facilities shall not be unreasonably denied. However, the employer retains the right to deny such use due to regularly scheduled training, fire response, or other unit missions.
4. **BULLETIN BOARDS.** The employer shall make available at no cost to IAFF, adequate bulletin board space of not less than 10 square feet. Bulletin boards under this section shall be located in the classroom and in the kitchen/dining hall area.
- A. The IAFF Chapter officers shall be responsible for the posting, and removal of all material placed on the IAFF bulletin board and for maintaining the boards in a neat appearance. The bulletin boards shall be used for the posting of internal IAFF correspondence and information IAFF deems to be beneficial to employees.
5. **RIGHT TO INFORMATION.** Information shall be provided by either party which is relevant or necessary for the proper enforcement or implementation of this agreement or the meet and confer process. The disclosure of such information shall not violate the statutory rights of either party.
6. **EXCLUSIVITY.** IAFF is the sole and exclusive authorized representative of employees covered by the Agreement. The employer shall not meet with any other organization or group of employees on any matter which falls within the statutory rights of IAFF.

7. **NEW HIRE ORIENTATION.** The employer shall provide a program of orientation in pay status for new employees. The employee shall be given information on records, work schedules, safety and other pertinent matters.
 - A. The employer shall provide the following statement as a fact sheet during orientation of new employees, "Employees are represented by the Kansas Association of Public Employees, AFT, AFL-CIO, hereafter referred to as IAFF, for the purpose of meeting and conferring, processing and settlement of grievances, and discussion of conditions of employment pursuant to the provisions of the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321 et seq. Employees have the right to join and participate or refuse to join and participate in the activities of the IAFF chapter of Forbes Field Fire Fighters.
8. **IAFF Unit Representative.** The employer and IAFF intend to promote an effective labor-management relationship and to resolve grievances which may occur at the lowest possible level of organization. To this end IAFF will appoint may appoint persons to the role of steward to carry out the responsibilities of the organization.
 - A. IAFF shall insure the employer has a current list of all officers and stewards authorized to assist employees in resolving grievances.
 - B. Both parties understand that employees may be represented in the resolution of grievances by a steward, an alternate steward, a unit officer or a IAFF member.

ARTICLE 6

MANAGEMENT RIGHTS

1. Nothing in this agreement shall be construed to circumscribe or modify the existing rights of the employer to:
 - A. direct the work of its employees;
 - B. hire, promote, demote, transfer, assign and retain employees in agency positions;
 - C. suspend or discharge employees for proper cause;
 - D. maintain the efficiency of governmental operations;
 - E. relieve employees from duties because of lack of work or for other legitimate reasons;
 - F. take actions as may be necessary to carry out the mission of the agency in emergencies;
and
 - G. determine the methods, means, and personnel by which operations are to be carried on;

2. It is further understood and agreed that the provisions of the Agreement are intended to extend to such matters relating to conditions of employment enumerated in this Agreement except any subject preempted by federal or state law, or the authority or power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence from which appointments or promotions may be made to positions in the competitive fire service of the agency.

ARTICLE 7

HOURS OF WORK AND OVERTIME

1. **WORK PERIOD.** The work period shall be a regularly recurring, scheduled period of work consisting of fourteen (14) consecutive days. Each 14 day work period starts at 7:01 a.m. on Sunday and ends at 7:00 a.m. on Sunday two (2) weeks later. Except for the Safety/Training Specialist, employees shall normally be scheduled 96 or 120 (average 112) hours of work during each 14-day work period in accordance with the 24/48-hour schedule. The Safety/Training Specialist shall normally be scheduled 80 hours in a 14-day period. For the Safety/Training Specialist, deviations from the eight-hour per day/five day per week work schedule are subject to the flextime request process.
- A. **SHIFT ASSIGNMENT.** There will be established an "A" shift, "B" shift and "C" shift within the fire department. Except for the Safety/Training Specialist, each shift will consist of a period of 24 hour in pay status. Shifts will commence at 0701 of one day and end at 0700 of the next day.
2. **OVERTIME.** Except for the Safety/Training Specialist, overtime shall be compensated at a rate of one and one-half times the regular hourly rate for all hours worked in excess of 106 hours in the fourteen (14) day work period. For the Safety/Training Specialist, overtime shall be compensated at a rate of one and one-half times the regular hourly rate for all hours worked in excess of 80 in the fourteen (14) day work period. An exception to this provision is contained in Section 6 of this article.
- A. **Compensatory Time in Lieu of Overtime.** In lieu of receiving pay at the one and one-half rate for overtime worked, and employee may opt to receive compensatory time off at the rate of one and one half hours off for each hour worked. On each occasion when an employee is contacted and offered overtime work, the employee shall advise the supervisor making the contact of the employee's desire to receive either compensatory time off and/or pay for the overtime work being offered. The employer will attempt to honor the employee's preference, however the final decision as to the type of compensation rests with

management, but the decision shall be based upon fiscal considerations of accumulation limits. The employee will be informed about the type of compensation her or she will receive for overtime prior to the work being done. In no case shall an employee's accumulated compensatory time balance exceed two hundred and forty (240) hours.

- B. The use of compensatory time shall not be used to permanently alter an employee's regular work schedule. When this request has been submitted to the supervisor on duty at least five (5) calendar days in advance of the requested date, any approved compensatory time leave will not be rescinded except for emergency circumstances.
 - C. Employees shall be permitted to use compensatory time off at a time mutually agreeable to the employee and their supervisor. Employee requests to use compensatory time shall not be unreasonably denied.
 - D. Management may control the liability of compensatory time by:
 - a) designating timelines by which specified amounts of accumulated compensatory time must be used within a reasonable and designated in writing timeframe by the employee; or
 - b) liquidating compensatory time liability as funding allows.
3. **TOUR OF DUTY.** A "tour of duty" shall be an assigned period of twenty-four (24) hours in pay status. A regular assignment consists of a tour of duty followed by an off-duty period of normally forty-eight (48) hours but not less than twenty-four (24) hours in accordance with the 24/48 schedule. The Safety/Training Specialist shall normally be scheduled to work from 0701 through 1600, Monday through Friday or Tuesday through Saturday. It is understood by both parties that the Safety/Training Specialist may be required to work some evening hours to accomplish required training. The Safety/Training Specialist shall be notified at least two (2) weeks in advance of each weekly block of duty to be worked.
- A. Except during a declared operational emergency, each employee shall be provided two (2) paid fifteen minute rest periods, one will be scheduled as near as possible to mid-afternoon. Time for lunch shall be scheduled for sixty or ninety minutes by the Assistant Fire Chief or designated representative. If a ninety minute lunch is taken the duty day is extended from 4:00 p.m. to 4:30 p.m. The Safety/Training Specialist will be provided with a thirty (30) to sixty (60) minute unpaid lunch period unless the Safety/Training Specialist is being used for minimum staffing purposes in which case that lunch period will be in pay status and the Safety/Training Specialist will be subject to availability restrictions. At the discretion of the agency or when acting upon a request from the employee, any time accumulated as a paid lunch period by the Safety/Training Specialist

which could result in overtime or additional hours may be given as equivalent time off on an hour-for-hour basis within the same work period in which it was worked.

1) During each scheduled tour of duty all employees will participate in a physical conditioning program of their choosing. The safety/Training Specialist will be required to complete three (3) physical conditioning sessions per week.

2) Each shift supervisor along with the Station Captain shall establish an exercise/workout schedule during the established duty day not to exceed one (1) hour in duration (which includes preparation and cleanup time, and conditioning program.)

3) Employees who desire to perform other physical activities outside the prescribed approved program in section, 3-A-1), above may do so after normal stand-down time.

- B. During the declared down time of this scheduled tour of duty, employees are expected to remain on the employer's premises and be available for their primary duty of immediate response to fire emergencies. With the exceptions of fire emergencies and required training exercises, the employees may engage in other pursuits as they see fit as long as these pursuits do not interfere with the employee's assigned fire protection/fire prevention duties.
- C. When an employee is assigned to work more than twenty-four (24) consecutive hours, the employee shall be provided the same length and number of paid rest/eating periods as other employees who began their tour of duty at 7:01 a.m. (0701) and when practical will, be provided an additional fifteen (15) minutes immediately following roll call.
- D. It is understood by both parties that the function of this unit does not always permit strict adherence to a specified work/rest schedule. For that reason there may be times when, for good and sufficient reason, every employee may not receive the full paid rest or lunch period. However the employer shall strive to keep changes to the employee's work schedule to a minimum.
- E. Except as provided in subsection 3.1 above for the Safety/Training Specialist, all hours of an employee's tour of duty are compensable hours at the appropriate hourly rate of pay.
4. **SCHEDULE CHANGES.** An employee's regular work schedule shall not be changed unless the employer notifies the employee of the change at least five (5) calendar days in advance of the day the change is to become effective except in a case of a mission emergency declared by the employer.
5. **MAINTENANCE OF STAFFING LEVELS.** In the event employee illness or other situations that threaten minimum staffing levels, the employer will seek or mandatory assign replacements as indicated below.

- A. For “scheduled” staff replacement needs which are known and posted seven (7) calendar days in advance, employees will be given the opportunity to voluntarily sign up for the additional duty in the following order:
- 1) Employees on the previous shift (on a rotating basis)
 - 2) Employees on the next shift (on a rotating basis)
 - 3) The Safety Training Specialist
 - 4) If a volunteer does not sign up to fill the additional slot within 24 hours of the scheduled start time of the shift, the employee designated for the shift from the mandatory recall list will be used to make the fill-in assignment.
 - 5) Employees on approved leave excluding military leave.
- B. For “unscheduled” staff replacement needs which are not known seven (7) calendar days in advance, employees will be contacted in the above sequence, except as noted below, to determine if he or she would agree to voluntarily accept the fill-in assignment. For unscheduled staff replacement needs, employees on approved leave excluding military leave will not be contacted unless, under some dire circumstances, the employee designated for the shift from the mandatory recall list is unable to respond to the recall. Since unscheduled staff replacement needs may occur from between six (6) days prior to the shift to during the shift, the 24 hours prior to the shift provision in 5-A-5), will not apply.
- C. The system will include an open record of the specific roster or order of contacts for each shift through which the rotation will occur and a record of the “overtime” or shift or partial shift replacement contacts made to include the date, the person contacted and their response, or their failure to answer the phone designated by the employee for this contact. In addition, if an employee declines to work the overtime as provided below, that opportunity to work overtime will represent a turn in the rotation.
- D. A mandatory On-Call list will be developed based upon shift assignment and seniority within a given shift. This list will be projected at least three months in advance and updated quarterly.
1. Employees assigned to On-Call status will be provided with a pager to facilitate their notification and recall. One dollar (\$1.00) per hour will be paid for On-Call assignments. Employees recalled to duty will be compensated as provided in this memorandum of agreement for all hours actually worked, but shall not be paid On-Call compensation for hours actually worked. Only hours actually worked by the employee will be credited in determining eligibility for overtime compensation. Management retains the right to discontinue the use of On-Call assignments and the associated pay.

2. Employees volunteering or required to work on other than their normally assigned shift will be allowed to work a minimum of four (4) hours.
3. Any employee placed in On-Call status who is not available when called, and who does not present reasonable justification for failure to report when called, shall lose compensation for that On-Call period and will not be subject to disciplinary action.
4. Employees may trade On-Call assignments with an employee of equal or higher rank as long as management is notified and the change is made on the official posted schedule at least 24 hours in advance of the start of the On-Call assigned tour of duty.
6. **SHIFT TRADES.** Shifts or portions thereof may be traded when, in the opinion of management, the change does not interfere with the operation of the fire protection program. A request for approval of a shift trade will be provided to the shift supervisor on duty when the request is initiated in the form and manner established by management. Approval or denial of the request by management will be made in a timely manner.

ARTICLE 8

WAGES AND BENEFITS

1. **SECTION 1. WAGES.** Employees in the unit shall be paid in accordance with applicable Kansas civil service statutes, regulations and rules on a bi-weekly basis every other Friday, except when a payday falls on an officially observed holiday, in which case employees shall be paid on the previous day. The parties agree to meet and confer regarding any proposed changes to the pay of unit employees. The Adjutant General agrees to request an annual 2.5% pay increase for unit employees. If merit pay is approved and funded, it shall be paid in addition to the amounts provided for in this article.
2. **SECTION 2. PROMOTIONAL INCREASES.**
 - A. Promotional increase from a Fire Protection Specialist to a Fire Protection Crew Chief will be 2%.
 - B. Promotional increase from a Crew Chief to a Station Captain will be 4%.
 - C. Promotional increase from a Fire Protection Specialist to a Safety Training Specialist will be 6%.
3. **INCENTIVE PAY.** The parties agree to establish a committee to develop criteria for proposed incentive pay for unit members who secure and maintain certifications necessary to the operations of the employer.

4. **HEALTH AND HOSPITALIZATION.** Employees in the appropriate unit shall be eligible to continue to participate in the State of Kansas Group Health Plan as established by the State of Kansas. The employer shall pay that portion of the employee's premium for health insurance coverage as provided by the state legislature.
5. **LIFE INSURANCE.** Employees in the appropriate unit will continue to participate in the group life insurance plan provided under KPERs.
6. **CALL-IN OR CALL-BACK.** Employees who are called-in or called back to work after having left the employer's premises shall be guaranteed payment for a minimum of two hours.
7. **ACTING ASSIGNMENTS.** An employee who temporarily fulfills the requirements and responsibilities of a position in a higher class of compensation for ~~3 months~~ 30 days or more shall be appropriately compensated for such assignment.
8. **PAY UPON DEMOTION.** An employee who is demoted for disciplinary reasons shall be paid at a lower rate that is consistent with state regulations. No demotion may result in a decrease in a rate of pay greater than seventeen (17) percent.

An employee who was promoted and is voluntarily or involuntarily demoted to their former class of employment shall be paid no less than the same rate of pay the employee was receiving one day prior to the promotion date plus any change in cost of living adjustments implemented by the employer during the probationary period.
9. **LONGEVITY.** The Personnel Director will recommend to the Adjutant General that unclassified employees be entitled to longevity pay as provided by K.S.A. 75-5541 and amendments thereto.

ARTICLE 9

LEAVES

Hours in Pay Status per pay period*	Less than 5 years	5 years & less than 10 years	10 years & less than 15 years	15 years & longer
0-8	0.0	0.0	0.0	0.0
9-16	0.5	0.6	0.8	0.9
17-24	1.0	1.3	1.5	1.8
25-32	1.5	1.9	2.3	2.6
33-40	2.0	2.5	3.0	3.5

41-48	2.5	3.2	3.8	4.4
49-56	3.1	3.8	4.6	5.3
57-64	3.6	4.5	5.3	6.2
65-72	4.1	5.1	6.1	7.0
73-80	4.6	5.7	6.8	7.9
81-88	5.1	6.4	7.6	8.8
89-96	5.6	7.0	8.4	9.7
Maximum Accumulation of Hours	216	264	312	360

1. **VACATION LEAVE.** Except as indicated, each permanent and probationary employee shall earn and accumulate vacation leave as provided in this section. Based on the 26 work periods of 14 days per fiscal year the employees will earn vacation leave and be charged as follows:

* "Hours in pay status" does not include over-time hours earned, and holiday compensation earned.

- A. The safety/Training Specialist shall earn and accumulate leave upon the Vacation Leave table for non-exempt employees in K.A.R. 1-9-4.
- B. Accumulated leave is to be used and in increments of a quarter of an hour or more.
- C. It is understood by both parties that should an employee be granted leave without pay, no leave accrual shall be earned until the employee returns to pay status.
- D. **Application for and use of Vacation Leave.** Vacation leave may not be taken until an employee has been employed for one month.
 1. An employee shall request approval to use vacation leave with pay on the form or in the manner provided by the employer. As long as the request is made five (5) calendar days in advance of the requested leave, the request will not be unreasonably denied.
 2. When minimum staffing levels can be maintained, the immediate supervisor shall approve the use of vacation leave on the same day it is requested.
 3. This request must be made in writing and phone in leave requests will not be granted unless they are of an emergency nature.
 4. The immediate supervisor for the purpose of this section will be the on duty Assistant Chief or their duty representative.
 5. The employer shall not be arbitrary or unreasonable in granting vacation leave requests.

- E. Annual Leave Lottery. Due to minimum manning level requirements, it is recognized by the employees that it is necessary for all employees to plan for both holidays and the bulk of annual leave requests in December for the following calendar year. Approximately the first week of December, the shift supervisor will conduct a lottery to determine the order employees will choose annual leave.
1. The lottery will be conducted as follows. The supervisor will place the correct number of number papers in a container and allow each employee to draw one. The employee with the lowest number will be allowed to make their choice to leave dates first. If the employee with the lowest number does not desire the first pick, then the next employee will pick until all employees have had the opportunity to place their name on the leave calendar.
 2. In the interest of allowing all employees the opportunity to take advantage of a holiday off, an employee that has taken a designated holiday the previous year will not be able to pick that holiday until all other employees of that shift have been given the chance to choose a holiday.
- F. Each employee, in order, will be allowed to pick either one block of leave consisting of one (1) day to two (2) weeks or three separate single days of leave. A second pick will take place in the same order. At the conclusion of the second pick, the calendar is open to all.
- G. After the initial picks in December, any conflict between employees requesting the same period of time for use of vacation leave shall be resolved by applying length of state service if granting all requests would result in minimum staffing levels not being maintained. Once vacation leave has been approved, an employee will not be required to surrender scheduled vacation time to an employee with more length of service.
- H. Up to 40 hours of any accrued vacation leave that exceeds an employee's maximum accumulation of hours as provided in Section 1 above shall be converted to sick leave. After this conversion, all remaining vacation leave over the maximum accumulation shall be forfeited at the end of the last payroll period paid in the fiscal year.
- I. 1) Each employee who retires from the service shall be paid for that employee's accumulated vacation leave up to the maximum allowable.
- 2) Any employee who resigns or is otherwise separated from the service shall be paid for that employee's accumulated vacation leave up to the maximum allowable at the same time the employee is paid for the last day at work. Pay for vacation leave shall be calculated on the employee's hourly rate of pay.
3. SICK LEAVE. Except as indicated, each permanent and probationary employee shall earn sick leave with pay as provided for in this section as follows:

<u>Hours in Pay Status</u>	
<u>per pay period*</u>	
0-8	0.0
9-16	0.5
17-24	1.0
25-32	1.5
33-40	2.0
41-48	2.5
49-56	3.1
57-64	3.6
65-72	4.1
73-80	4.6
	81-88
<u>Less than 5 years</u>	5.1
89-96	5.6

*"Hours in pay status" does not include overtime hours earned and holiday compensation earned.

- A. The Safety/Training Specialist shall earn and accumulate leave based upon the Sick Leave table for non-exempt employees in K.A.R. 1-9-5.
- B. Earned sick leave shall accrue based upon pay status hours without limit and shall be available for use by the employee on the first day of the payroll period following its accrual.
- C. An employee wishing to use sick leave shall notify the office of the immediate supervisor at least one (1) hour prior to the start of the employee's regularly scheduled work shift unless an emergency occurs that would render one hour's notification impossible. Sick leave may be used in increments of one (1) hour or more.
- D.
 - 1) Sick leave with pay shall be granted for the following reasons: illness or disability including pregnancy, childbirth, miscarriage, abortion and recovery there from of the employee or family member in accordance with K.A.R. 1-9-5 when the illness or disability reasonably requires the presence of the employee; appointments for the employee or a member of the employee's family with a doctor, dentist, or other health practitioner or legal quarantine of the employee or the adoption of a child by an employee or initial placement of a foster child in the home of an employee when the adoption or initial placement reasonably requires the employee to be absent from work.
 - 2) The employee's family shall be defined as any person related to the employee by blood, marriage or adoption, or minors residing in the employee's residence as a result of legal proceedings pursuant to the Kansas Code for Care of Children or the Kansas Juvenile Offenders code.

- E. 1) If a supervisor has reason to believe an employee has used sick leave in an unauthorized manner he or she shall so advise the employee and provide the employee a reasonable opportunity to justify the use. The use of sick leave may be denied if the employee is unable to provide a doctor's statement or other reasonable evidence to support a sick leave request. If the appointing authority or his or her designee has evidence that an employee cannot perform his or her duties because of illness or disability, a fitness for duty statement must be obtained from the fire department physician before the employee is allowed to return to work.

2) Time off of more than two (2) consecutive work days for illness may require a fire department physician's statement documenting the time off and releasing the employee to return to work.
 - F. Time off due to an injury may require a fire department physician statement documenting the time off and releasing the employee to return to work.
 - G. If a fire department physician's statement does not return the employee to full duty, restrictions must be specific and the estimated period of time the restrictions are in effect. In those cases a written physician's release returning the employee to full duty must be submitted when all restrictions have been lifted.
 - H. Management will determine if it cannot accommodate temporary light duty and will provide a written explanation of the reasons to the employees. Factors considered include, but are not limited to, type and length of the restrictions, job duties, availability of productive light duty tasks and staffing.
 - I. Management may request that an employee be seen by the employer's physician, at the employer's expense, to determine if he or she is able to return to restricted or full duty.
 - J. If the employee is required to travel to the fire department physician, the employee may either request payment of mileage from home of record or duty station.
4. **FUNERAL/DEATH LEAVE.** The Assistant Fire Chief may grant leave with pay to an employee upon the death of a close relative in accordance with agency policy. A close relative includes common law marriage as recognized in the State of Kansas. Employees in common law marriages may be required to have Common Law Marriage forms completed prior to authorization of funeral leave for relatives as a result of a common law marriage. The employee's relationship to the deceased and the necessary travel time shall be among the factors considered in determining the amount of leave to be granted. Approval of hours greater than recommended in the agency policy will be determined in consultation with the Director of State Human Resources.

5. **JURY DUTY, OTHER REQUIRED APPEARANCE BEFORE COURT OR OTHER PUBLIC BODY.** An employee shall be granted leave of absence with pay to respond to a summons for jury duty in a state or federal court or to comply with a subpoena as a witness before a lawfully constituted board or agency or court of law. An employee shall notify the Assistant Fire Chief upon receipt of such a summons or subpoena.
- A. An employee shall not be entitled to leave with pay in circumstances where the employee is called as a witness on the employee's own behalf in an action in which the employee is a party in interest.
- B. An employee who takes leave under this section who receives compensation for a required appearance other than jury duty, shall turn over to the state all compensation except that the employee shall retain the first \$50.00 of such fee and all reimbursed expenses or per diem for meals, lodging, and travel except when traveling in a state vehicle.
6. **JOB INJURY LEAVE.** An employee who sustains an injury which renders the employee unable to perform regular job duties and which arises out of and in the course of state employment from a shooting, stabbing, or aggravated battery shall be eligible for leave of absence with pay with no reduction in the employee's regular compensation for a maximum duration of six (6) months.
- A. An employee who qualifies for job injury leave shall not lose accrued sick leave or vacation leave credits. If the employee is awarded worker's compensation the amount received under this leave shall, when added to worker's compensation pay, equal the regular salary of the employee.
- B. The employer may require the employee to return to limited service if the employee becomes capable to performing at a reduced level in the opinion of a physician selected by the employer or a representative of the state self-insurance fund and paid for by the employer. Limited service shall not continue for more than six (6) months from the date of return. The employee shall perform limited service under this subsection at the regular hourly rate of pay earned at the time of injury. However, any limited duty allowed shall not, in combination with time away from work on job injury leave, exceed the total six (6) months allowed for job injury.
7. **WORKERS COMPENSATION INSURANCE/ON-THE-JOB INJURY.** Each employee is covered by Workers Compensation Insurance while working on the job. Workers Compensation Insurance is prescribed by law and regulation.

- A. Any employee shall immediately report any injury received on the job no matter how serious to their immediate supervisor. Employer's standard procedure will be initiated to remedy the employee's situation.
- 8. **LEAVE WITHOUT PAY.** An employee may request and may be granted leave of absence without pay for any good and sufficient reason including childbearing, illness, temporary disabilities, birth of a child, adoption, initial placement of a foster child in the employee's home, or to care for a family member who has a serious health condition.
 - A. Leave of absence without pay shall not exceed sixty calendar days, extended or renewable to a maximum of six months for probation. For employees having completed their probationary period, a leave of absence without pay shall not exceed one year.
 - B. Any such leave which extends beyond thirty calendar days shall be reported to the Director of Personnel Services and shall interrupt the accrual of length of service/seniority.
 - C. Upon return to work at the expiration or termination of an authorized leave, the employee shall be returned to a position in the same class as the position which the employee held at the time the leave was granted, or in another class in the same salary range for which the employee meets the qualifications.
 - D. Employee shall request leave without pay on the form provided by the employer.
- 9. **TRANSFER OF LEAVE CREDITS.** An employee who transfers from one agency or department of the state to another shall have all accrued vacation and sick leave credits transferred with the employee.
 - A. If the employee has compensatory time credits at the time of the transfer, the employee shall be paid at the current hourly rate of pay for all such accumulation by the agency from which the transfer is made.
 - B. The provisions of this section also apply to an employee who separates from one agency and is appointed to another agency or department on the following work day.

ARTICLE 10

HOLIDAYS

- 1. Employees in the appropriate unit shall receive compensation for the following legal holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Christmas

- A. Other days as may be designated annually by the Governor as holidays for the State service shall be considered holidays for employees in the appropriate unit.
- B. Holidays will be administered in accordance with K.A.R. 1-9-2.

ARTICLE 11

SAFETY

1. While employees recognize that their jobs entail certain occupational hazards, the employer is responsible for creating a work environment as free from risk as is reasonably possible. The employer shall disseminate information on safety and health activities and shall encourage suggestions from individual employees on means of improving the safe operation of the department.
2. Firefighting equipment, including protective clothing, and apparatus will be properly maintained and kept in good repair. When deficiencies are detected in any equipment or apparatus, a report will be made to the Assistant chief and the defective equipment will be removed from service until repaired or replaced, as appropriate.
3. Employer shall consider all recommendations of IAFF relative to basic policy on safety and health. An employee who believes that he or she is being required to work under conditions which are unsafe or unhealthy beyond the normal circumstances inherent to the operation, will report such conditions to the appropriate supervisor.
4. IAFF chapter officers will cooperate in efforts to promote safety and health, and will encourage employees to work safely, and report any observed unsafe or unhealthy conditions to the employee's supervisor. Each supervisor shall take prompt and appropriate action to correct any unsafe or unhealthy condition or action which has been observed.

5. Employees shall immediately report job-connected injuries or illnesses to their supervisor.
6. Employer shall provide written notice to IAFF chapter president concerning any safety council meetings at least 3 tours of duty prior to meeting date. The IAFF chapter president or designated representative is invited to attend and participate in any such meeting.
7. An in-house safety panel will be permitted to informally investigate accidents involving IAFF chapter unit personnel. This panel will consist of 2 members of the IAFF unit appointed by the IAFF executive committee and management may be represented on this panel by 2 members appointed by the fire chief. A report describing the means by which such events can be avoided in the future shall be submitted to the fire chief and the IAFF chapter safety representative.

ARTICLE 12

FITNESS FOR DUTY

1. **PHYSICIAN.** A qualified fire department physician as outlined in NFPA 1582, or its current replacement as adopted by the Department of Defense, the Air Force and the National Guard Bureau, shall be selected and paid for by the employer to determine whether the employee can meet the medical standards of the National Guard Bureau as they apply to this and the other sections of this article. The Fire Department physician shall determine whether the employee can perform the essential functions of the position.
2. **PRE-EMPLOYMENT.** Persons selected for fire fighting positions will be given a conditional offer of employment pending the results of a pre-employment physical paid for by the employer. Failure to fully meet all the medical standards will result in the conditional offer of employment being rescinded.
3. **ANNUAL PHYSICALS.** Employees will be required to pass an annual medical physical paid for by the employer.
 - A. A current fire fighter shall not be certified as meeting the medical requirements if the fire department physician determines that the fire fighter has any Category A medical condition specified in Chapter 3 of this standard.
 - B. A current fire fighter shall not be certified as meeting the medical requirements if the fire department physician determines that the fire fighter has a Category B condition specified in Chapter 3 of this standard that is of sufficient severity to prevent the fire fighter from performing, with or without reasonable

accommodation, the essential functions of a fire fighter without posing a significant risk to the safety and health of the fire fighter or others.

1. Depending on the medical prognosis for meeting a failed B condition(s), staffing and funding, an employee may be given a reasonable period of time "grace period" in which to be re-assessed for medical compliance. The length of the "grace period" will depend on the diagnosis and the period of time it takes the average person to correct the diagnosis; it will also depend if the condition is a debilitating one in which an individual is not likely to recover sufficiently to fully meet the B condition(s) to function as a fire fighter.
 - a) The maximum length of time a "grace period" may be authorized is six months. If the employee has shown marked improvement and likely will meet the standard within a short period of time (1-2 weeks) as determined by the fire department physician, the "grace period" may be extended.
 - b) Consistent with the effective fulfillment of the department's mission, and requiring the approval of the employer, an employee may apply for leave without pay, which may not exceed one year for employees who have completed six months of service.
2. During the "grace period" an employee will be placed on light duty, if feasible.
3. An employee approved for a grace period will be re-examined near the end of the grace period, or earlier at the employee's request if the employee believes he or she has reached maximum improvement. Upon the employee's request, the employer may authorize a re-examination to determine the employee's progress if the employer believes it would be a useful and prudent expenditure of funds.
4. An employee may also be re-examined periodically during the "grace period" at the employer's request if the employer believes the employee has reached maximum improvement, is not showing any noticeable improvement or is not complying with the physician's recommended fitness or rehabilitation program. The employer will not capriciously schedule an employee to be re-examined.
5. If during a re-examination, there appears to be no noticeable improvement or compliance by the employee, and the fire department physician determines that the employee cannot realistically meet the medical standard(s) or perform the essential functions of the position within the

original "grace period" set, the employer may proceed with a separation from employment.

6. If the employee requests an earlier re-examination and the standard(s) is still not met, depending on the progress of the compliance, the employee may continue in the original grace period or may be separated from the employment as a fire fighter.
 7. If, after final re-examination, the employee does not fully meet a B condition, the fire department physician will determine on a case-by-case basis if the employee's medical condition would prevent that fire fighter from performing fire-fighting operations.
- C. If the employee does not agree with either the original physical or a re-examination which may lead to separation, he or she may, within one (1) week of receipt of the determination, inform the employer of the date of an appointment to obtain, at the employee's cost, written additional medical documentation and/or a physician's statement to the employer for consideration.
1. If the two medical opinions differ, management will select another qualified physician, preferably a Board Certified Occupational Health physician knowledgeable in fire-fighter medical standards, to perform a third and final evaluation, the cost which will be bore equally by the employee and management.
 2. If and when the National Guard Bureau or Department of Defense issue any new medical requirements for fire fighters, those new standards or conditions will be met as specified by the implementing entity.
4. **SPECIAL FITNESS FOR DUTY ASSESSMENTS.** The employer may call for a special fitness for duty assessment when the employer has reason to believe the employee is not able to safely perform the essential functions of their position. This assessment shall consist of a demonstration of the skills required or other evaluations or consultations. This information will be used by the fire department physician, in consultation with the employer, to determine whether the employee can perform the essential functions of the position.
 5. **EVALUATIONS.** The parties agree to establish a committee to develop criteria for periodic evaluations of unit members.
 5. **OCCUPATIONAL ASSESSMENT.** Once each year all unit members will be occupationally assessed following the attached program.

- A. Any member that has met their time goal will be considered "standard". Any member that does not meet their goal will be considered below standard and be required to meet with a member of management to develop an action plan which could include a referral to an exercise physiologist, a nutritionist or a physician to create a self-improvement program.
 - B. The results of this assessment will constitute no less than 20% of the total annual evaluation.
7. **WRITTEN ASSESSMENT.** The members will participate in a monthly assessment of their basic knowledge of base structures, medical protocols and FPOI's. These assessments will be for the self-improvement of the members and will be used to help direct the department in the formation of training issues. At the end of the calendar year these scores will be totaled and averaged to help formulate an evaluation score.
- A. The Safety/Training Specialist will prepare a monthly list and study guide for the structure, OI and protocol that will be the basis of that month's assessment.
 - B. Monthly, the members will complete an assessment of those assessment subjects consisting of 5 questions covering each subject. After the Safety/Training Specialist or a member of management scores the assessment will then be reviewed by the members in a classroom discussion to fully explore the items and possible questions surrounding a question.
 - 1. Items of the prior months assessment that were missed by the firefighter may be reassessed the following month. The score from the reassessment will replace the prior months score if higher.
 - C. Based on the end of the year averages a firefighter with a 75-84.9% will be considered standard. An above standard will be awarded to a firefighter at 85% or above. Any average below 74.9% will be considered below average.
 - D. The results of this assessment will constitute no less than 20% of the total annual evaluation.

STATE OF KANSAS FIREFIGHTER FITNESS AND WELLNESS PROGRAM

The Fire Department Fitness/Wellness Program will have three essential components.

WELLNESS: The Wellness component will provide employee assistance and encourage firefighters to adopt permanent lifestyle changes. Employees will use the State of Kansas Health Quest program when needed and both management and the organization will encourage this program's services.

OCCUPATIONAL ASSESSMENT: The Occupational Assessment will consist of the tasks as outlined in the following “Firefighter Occupational Assessment Circuit”.

FITNESS TRAINING: Fitness training will be accomplished to improve or maintain firefighter cardiovascular conditioning, endurance, and muscular strength and is considered necessary to complete the Occupational Assessment.

If Fire Protection personnel are unable to meet the designated time for their age group, they will be provided at least one (1) hour during each duty day to exercise in accordance with Article 7, Section 3 of this agreement.

PROGRAM IMPLEMENTATION: Prior to the Occupational Assessment those persons whose annual physical (NFPA 1582) are not current will be required to complete the physical. The Occupational Assessment will be administered three times each year. The goal is to have each person complete the assessment in the allotted time. If an individual is unable to complete the periodic Occupational Assessment, he or she will be required to meet with a member of management to mutually develop an action plan which could include a referral to an exercise physiologist, a nutritionist or a physician to create a self-improvement program. If the two people do not agree to a plan the firefighter will be referred to an appropriate professional.

FIREFIGHTER OCCUPATIONAL ASSESSMENT CIRCUIT

The circuit consists of 10 simulated fire-fighting tasks that must be completed in a continuous and consecutive manner. Full PPE/bunker gear to include breathing apparatus will be worn during the assessment. Walking between tasks permits the fire fighter to recover his or her breathing pattern and allows them to cool down.

Below are the target times based on age and will be determining factor when evaluating an individual.

Age Groups	Time requirement
A. Between 18 and 35 years old	(8 min. or less)
B. Between 36 and 45 years old	(9 min. or less)
C. Between 46 and 65 years old	(10 min. or less)

The order of the following tasks may be modified. The tasks that make up the occupational fitness assessment circuit are as follows:

Task #1: One Arm Hose Carry. The firefighter carries one 50-foot section of rolled 3 inch hose in one hand a distance of 50 feet, touches the line with at least one foot and returns the same distance, carrying the hose in the other hand. The hose is then safely placed on the start line when at least one foot touches the line. This task simulates the requirement of carrying a rolled hose from a fire truck to a fire hydrant or to the fire scene. Equipment must be carried from the

truck to the fire scene because fire trucks must be parked away from the actual fire for safety reasons. The candidate then walks 50 feet to Task #2.

Task #2: Ladder Raise. The firefighter picks up a 14-foot ladder from the floor, carries it a distance of 50 feet and raises it against a wall at a predetermined position. This task simulates the requirement of removing a ladder from a truck, carrying it to the fire scene, and raising it against a wall. After completing this task the candidate will complete Task #3.

Task #3: Ladder Lower. The firefighter is required to lower the 14-foot ladder using any technique. He/she is then required to carry the ladder a distance of 50 feet, touch the line with at least one foot, and then safely lower the ladder. This task simulates moving a ladder from one location at the fire scene to another or carrying a ladder from the fire scene back to the truck. The candidate then walks 50 feet to Task #4.

Task #4: Charged Hose Drag. The firefighter picks up the nozzle end of a 100-foot section of 1 ¼ inch charged hoseline and drags the hose a distance of 100 feet. The firefighter then places the nozzle end of the charged hoseline at the 100-foot mark when at least one foot touches the line. At fire scenes, firefighters must drag sections of charged hose from the fire truck to the fire scene. After completing this task the candidate walks 50 feet to Task #5.

Task #5: First Ladder Climb. This task requires the firefighter to climb 10 rungs up and 10 rungs down on a 24-35 foot extension ladder. This process is repeated 3 times for a total of 30 rungs up and 30 rungs down. The firefighter must place both feet on the 10th rung prior to descending. The firefighter must place both feet on the ground prior to ascending. The fire department assessment monitor must call out the number of rungs climbed to assist the firefighter performing this task (i.e. one, two, three, etc.). It is important to only call out the rungs completed so as not to pace the firefighter by voice command. The firefighter being evaluated must determine their own pace. This task represents the requirement to climb and descend three flights of stairs. A ladder is used to perform this task since our fire stations do not have three flights of stairs. After completing this task the candidate walks 100 feet to Task #6.

Task #6: High Volume Hose Pull. The firefighter is required to pull a 100 ft. section of 3 inch hose, using a rope, a total distance of 100 feet. The firefighter must use a hand-over-hand, one or two hand pull technique. This task commences with the firefighter pulling the hose from the "50 foot mark" to the "start" line. Once the hose reaches the "start" line, he/she walks 50 feet to the "50 foot mark," picks up the rope and pulls the hose back towards him-self or her-self until the hose reaches the "50 foot mark." This task must be completed on a smooth concrete slab floor, which is common in most apparatus stalls. This task simulates the requirement to pull equipment onto a roof or into a burning building utilizing a hand-over-hand technique. For safety reasons, this task is simulated on the floor versus having the firefighter actually pull equipment onto a roof. After completing this task the candidate walks 50 feet to Task #7.

Task #7: Forcible Entry. The firefighter is required to drive a Kaiser sled 12 inches this correlates scientifically with the forces required to knock down structures (doors/walls) in order to obtain access. After completing this task the candidate walks 50 feet to Task #8.

Task #8: Victim Drag. The firefighter is required to drag a "Rescue Randy" rescue mannequin weighing 145 pounds a total distance of 100 feet. The mannequin cannot be dragged by its clothing. Dragging the mannequin is done as for human victims by holding at the upper torso. Using a belt at the upper torso (under the arms) is required. The mannequin is dragged from the 50-foot line to the start line. Once the firefighter touches the start line with at least one foot, he/she must turn around and drag the mannequin back to the 50-foot line. The mannequin is placed on the 50-foot line when the firefighter places at least one foot on the line. This task simulates the evacuation of a casualty from a burning structure. After completing this task the candidate walks 50 feet to Task #9.

Task #9: Second Ladder Climb. The firefighter is required to climb 10 rungs up and 10 rungs down twice. This task is identical to Task #5 except the firefighter only climbs up and down twice instead of three times. The firefighter may stop and rest during the task, however for safety reasons, the firefighter should be encouraged to rest prior to his/her second ascent, and should be discouraged from resting on the 10th rung. Two feet must be placed on the 10th rung and on the ground as described in Task #5. After completing the task the candidate walks 100 feet to Task #10.

Task #10: Spreader Tool Carry. The firefighter is required to lift the spreader tool from the "start line" and carry it to the 50-foot line, and then turn around and carry the spreader tool back to the start line and place the spreader tool back to the ground. This task represents carrying a tool to the scene.

ARTICLE 13

TRAINING

1. **NEEDS ASSESSMENT.** The employers annual training needs assessment shall solicit employee opinions on necessary and preferred training to meet the requirements of the position and to keep abreast of technological advances in Fire Science and emergency response.
 - A. IAFF may annually provide the employer with a written list of suggestions to help to update and improve the methods and requirements of training state firefighters. The employer will then reply to the unit as to the disposition of these suggestions.
 - B. Employees may request or volunteer to attend a training course to enhance their skills. Not all requests/job relation training may be approved for funding or work time. Factors that can affect approval training are costs, lack of funding, staffing, workload, previous training attended and employment status. Disciplinary action

involving a written reprimand or more progressive discipline within a six month period prior to the start of the training will also be a factor affecting approval. An employee's request to attend a training course may not be granted when a disciplinary investigation is pending for that employee.

2. **OUTSIDE TRAINING OPPORTUNITIES.** Employees may be afforded the opportunity to attend firefighting schools and related courses sponsored by state or federal agencies or other sources.
 - A. Employees shall apply to their Assistant Fire Chief for authorization to attend appropriate training opportunities covering matters which are not part of the station training agenda. Opportunities shall be rotated among employees in such a way as to afford every interested employee this type of training. Such training opportunities must be requested in writing at least 14 calendar days prior to the first day of training. Except in circumstances when the indication of a training opportunity is provided with short notice, out-of-state training must be requested sufficiently in advance to meet the Comptroller's two-week submission timeline for processing.
 - B. The employer will continue its effort to secure funding for outside training opportunities. Where funding is unavailable employees may still be approved for leave with pay to attend such training at the employee's expense.
 - C. When desired courses are held outside the employee's regular shift, it is permissible for the employer to reimburse for the course even though the employee attends on their own time. The decision to reimburse the employee will be determined prior to the employee applying to the course.
 - D. The employer will only pay for a training course one time with the exception of Pre-retirement Planning which may be taken twice. One time in early employment and once again close to retirement.
 - E. Approved training will be in pay status. Reimbursement for fees, travel, lodging and meals shall be in accordance with state Accounts and Reports regulations. For the purpose of this provision, required training will include First Responder and EMT basic.
 - F. When approved employer sponsored training is conducted away from the work site the employee will be compensated for this training time as prescribed by the Fair Labor Standards Act (FLSA) at 29CFR-553.226 including hours spent to prepare for classes. Travel in conjunction with this training shall be compensated as prescribed in qualifying sections of the FLSA at 29CFR-785.26-785.41, et seq. All hours paid for this training including appropriate travel shall count towards work in the 106 hour work period.

- G. The study time will be mutually agreed to by the employee and their Assistant Chief. The number of class preparation hours will be based upon employees' past experiences and/or recommendation by the instructor.
 - H. If an employee does not satisfactorily complete training (or provide the documentation) for which the agency has incurred costs, the employee may be responsible for reimbursing the agency for those costs (other than wages) associated with the training, i.e. registration, travel, lodging, per diem. This reimbursement will be only if the employee failed to adequately participate in the course and after the employee has been allowed to grieve the penalty.
3. **TUITION REIMBURSEMENT.** Any employee may apply to their immediate supervisor for tuition reimbursement for courses of study, which contribute to the employee's ability to perform the assigned work function, or are related to the employee's position. The employee's application must contain the specific reason the course is being requested.
- A. The employees should apply for tuition reimbursement at least 30 calendar days or as soon as possible, prior to the beginning of the course or seminar. Subject to the availability of funds, training priorities and minimum staffing levels, approval may be completed within two weeks and a voucher to the presenting institution or agent may be issued to cover the full amount of tuition and other educational expenses incurred. Reimbursement shall not cover the cost of books but, in the case of some seminars or other courses, may include any special equipment that may be required.
 - B. Upon completion of the program for which advance reimbursement was received, the employee shall submit to their immediate supervisor within 30 calendar days documentation in the form of a grade card, certificate of completion, transcript or other proof that the course or seminar was satisfactorily complete. Failure to produce this documentation of completion will be addressed in the same manner found in section 2, H.
 - C. Training priorities for this article are courses of study which contribute to the employee's ability to perform the assigned work function or are related to the employee's position in that order.
 - D. Continued work agreements may be required for training involving considerable expenditures of time and funds unless such training is mandated by the employer.
4. **TRAINING EXERCISES.** In order to fulfill unit mission requirements and to maintain a fully trained fire protection force, the employer will conduct regularly scheduled and unannounced structural, aircraft, and live fire drills as well as AMC alerts and other Air Force/Air National Guard initiated exercises.

- A. Other than Air Force/Air National Guard initiated exercises, all no notice exercises will be approved by the Fire Chief.
- B. In meeting the unit's requirement for live fire exercises, if the employees are required to travel, every attempt will be made to lodge the employees in single occupancy accommodations.
- C. During periods of annual training for members of the Air National Guard, the employer shall make reasonable efforts to replace military members away on training with a sufficient number of members on "home station training" to help prevent civilian members from being required to work on their regularly scheduled days off.
- D. During military weekend training, the employer may grant vacation leave to civilian employees which is consistent with minimum manning and training requirements.

ARTICLE 14

GRIEVANCE PROCEDURE

- 1. A grievance is defined as a dispute or claim that the employer has violated, misinterpreted or misapplied the provisions of this agreement. The employer's agency wide grievance procedure shall be used by an employee, IAFF, or group of employees when dissatisfaction occurs over any other condition of work or traditional work practice not covered by this agreement.
- 2. The employer and IAFF recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To accomplish this, all efforts will be made to settle grievances expeditiously at the lowest level of supervision.
- 3. A grievance may be filed by an employee or group of employees similarly affected or by an IAFF on its own behalf or on behalf of an employee and group of employees.
- 4. At all meetings held under this article, the grievant may be represented by a representative of IAFF or any other person of the employee's choosing, provided such person is not a representative of any other employee organization.
- 5. If the grievant is not represented by IAFF, IAFF, with the permission of the grievant, shall be afforded the opportunity to be present during all grievance discussions except intra-management meetings. Resolution of grievances in which IAFF is not the representative of the grievant will only impact that employee's situation and will not set precedent for future grievance resolutions.

6. Meetings held under this procedure shall be scheduled at mutually agreeable times and places during scheduled work shifts. Reasonable release time will be provided to the grievant under this procedure.
7. In order to encourage the harmonious disposition of grievances neither the employer nor IAFF will discuss the specifics of a grievance with the news media or persons not directly affected.
8. A grievance not appealed to a higher level of authority within the time limits provided under this procedure shall be considered resolved by the last decision rendered. If the employer fails to respond within the required time limits, the grievant shall proceed to the next step of this procedure. All time limits may be extended or waived by mutual agreement, followed up by a written confirmation of the mutual agreement.
9. A "day" for the purposes of this procedure shall be defined as any calendar day of the year except legal or observed holidays. Further, the day will be deemed to end at 4:00 p.m. (1600) for the purpose of filing any appeal or written decision. When a deadline for filing a response or appeal falls on a Saturday, Sunday, or holiday, time limits shall automatically extend to 4:00 p.m. on the next scheduled work day.
10. No material connected with the filing, investigation or resolution of a grievance shall be included in the official personnel file of any employee. Grievance records and communications shall be maintained separately from other employee files and secured in a restricted access file container.
11. There shall be no reprisal, admonition, reprimand or other adverse action taken against any persons for their role in the grievance procedure as grievant, respondent, or witness.
12. A copy of the original grievance, management responses and any employee appeal is to be submitted to the agency's State Human Resources Director by the individual preparing that step of the grievance.

13. **STEPS.**

ONE. You have five (5) days from the occurrence of the grievable matter to file the attached form with your Assistant Fire Chief or designated representative. Within 5 days the Assistant Fire Chief or designated representative will meet with you to discuss the matter. You must be given a written reply within 5 days of this meeting. If no response is given or you are not satisfied with the response you have 5 days to take the matter to the Fire Chief or designated representative.

TWO. Within 5 days the Fire Chief or designated representative will meet with you to discuss the matter. You must be given a written reply within 5 days of this meeting. If no

response is given or you are not satisfied with the response you have 5 days to take the matter to the Base Civil Engineer Officer or designated representative.

THREE. Within 5 days the Base Civil Engineer Officer or designated representative will meet with you to discuss the matter. You must be given a written reply within 5 days of this meeting. If no response is given or you are not satisfied with the response you have 5 days to take the matter to the Support Group Commander, 190th ARW, or designated representative.

FOUR. Within 5 days the Support Group Commander or designated representative will meet with you to discuss the matter. You must be given a written reply within 5 days of this meeting. If no response is given or you are not satisfied with the response you have 5 days to take the matter to the Commander, 190th ARW, or designated representative.

FIVE. Within 7 days the Commander or designated representative will meet with you to hear this matter. You must be given a written reply within 7 days of this meeting. If no response is given or you are not satisfied with the response you have 7 days to take the matter to the Adjutant General or designated representative.

SIX. Within 10 days the Adjutant General or designated representative will meet with you to hear the matter. You must be given a written reply within 10 days of this meeting. If no response is given or you are not satisfied with the response notify the IAFF and the Adjutant General's Office.

MEMORANDUM OF AGREEMENT GRIEVANCE PROCEDURES
FOR FORBES FIELD FIREFIGHTERS

1. YOU have five (5) days from the occurrence of the grievable matter to file this form with your Assistant Chief.
2. Within five (5) days the Assistant Chief or designee will meet with you to discuss the grievance. If you do not receive a written reply within five (5) days of this meeting or you are not satisfied with that response,
3. YOU have five (5) days to take the matter to the Fire Chief.
4. Within five (5) days the Fire Chief or designee will meet with you to discuss the grievance. If you do not receive a written reply within five (5) days of this meeting or you are not satisfied with that response,
5. YOU have five (5) days to take the matter to the Base Civil Engineer Officer.

6. Within five (5) days the Base Civil Engineer or designee will meet with you to discuss the grievance. If you do not receive a written reply within five (5) days of this meeting or you are not satisfied with that response,
7. YOU have five (5) days to take the matter to the Support Group Commander.
8. Within five (5) days the Support Group Commander or designee will meet with you to discuss the grievance. If you do not receive a written reply within five (5) days of this meeting or you are not satisfied with that response,
9. YOU have five (5) days to take the matter to the Commander, 190th ARW.
10. Within seven (7) days the Commander or designee will meet with you to discuss the grievance. If you do not receive a written reply within seven (7) days of this meeting or you are not satisfied with that response,
11. YOU have seven (7) days to take the matter to the Adjutant General.
12. Within ten (10) days the Adjutant General or designee will meet with you to discuss the grievance. If you do not receive a written reply with ten (10) days of this meeting or you are not satisfied with that response,
13. You are to notify IAFF and the Adjutant General's Office.

GRIEVANCE PROCEDURE

(Use only for alleged violations of this Memorandum of Agreement)

STEP _____ DATE _____
 TO: _____
 FROM: _____
 EXPLAIN WHAT HAPPENED:

MY SUGGESTED REMEDY:

 SIGNATURE/DATE

MANAGEMENT RESPONSE:

SIGNATURE/DATE

I _____ SATISFIED WITH THE RESPONSE.

SIGNATURE/DATE

- NOTE:
1. ATTACH THIS FORM TO A NEW FORM WHEN PROCEEDING TO NEXT STEP, LEAVE A COMPLETED COPY WITH MANAGER.
 2. RETAIN GRIEVANCE IN SECURED METAL CONTAINER WITH ACCESS ONLY OF APPROPRIATE MANAGER. GRIEVANT SEND OR HAND CARRY A COPY TO OSHR FOR FILING IN SEPARATE METAL CONTAINER.

FORM: 190FF/IAFF/TAG/DA (5-98)

ARTICLE 15

MISCELLANEOUS

1. **SHIFT PREFERENCE.** When any vacancy occurs on a shift, employees on the other shifts may apply for transfer to fill the vacancy. Each application shall be submitted to the Assistant Fire Chief or designated representative.
 - A. The shift preference of qualified employees in the appropriate unit will be considered as openings occur, and where all qualification factors are substantially equal, length of service shall be the determining factor.
 - B. Every effort will be made to insure such shift transfers shall not result in a decrease in normal compensation.
2. **TRAVEL REIMBURSEMENT.** The State of Kansas travel and reimbursement regulations as they currently exist or as they may be changed from time to time shall govern reimbursement for all employees.
3. **NO STRIKE OR LOCK OUT.** IAFF agrees that during the life of this Agreement IAFF, its agents, or its appropriate unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike. The employer will not lock-out any employees during the term of the Agreement as a result of a labor dispute with IAFF.

4. UNIFORMS.

- A. The employer shall furnish at no cost to the employee, protective fire fighting equipment and clothing which conform to USAF standards including at least the following:
1. Nomax hood and gloves
 2. Bunker (crash) pants and coat, crash hood and gloves, suspenders
 3. Firefighters' boots
 4. Fire helmet and structural gloves
- B. The employer shall furnish, provided federal funds are authorized and made available for such use, the standard two-piece uniform and coveralls along with appropriate insignia, badges and emblems. The component uniform pieces to be provided shall include at least the following:
1. Three pair dark blue pants, three long-sleeved dark blue shirts and three short-sleeved dark blue shirts.
 2. Dark blue coveralls and three department T-shirts.
 3. At the member's request, two pair dark blue uniform shorts to be worn in lieu of uniform pants in hot weather.
 4. Two pair of department exercise shorts, one department sweatshirt and one pair of department sweatpants.
 5. Upon receipt of funds, the above items will be purchased for each unit member. As funds remain available, individual items will be replaced by the employer as the items become excessively worn or damaged through regular use.
- C. The employer shall continue to furnish one pair of steel-toe safety shoes for each employee. When requested by the employee, the employer shall issue another pair of such shoes to replace the pair that is worn out.
- D. The employee shall be responsible for routine maintenance and cleaning of the regular uniform and coveralls and for the application of the proper insignia and emblems. When requested by the employee, the employer shall replace when federal funds are authorized and made available for such use, component uniform pieces as they become excessively worn or damaged through regular use.
- E. The employer shall continue to request federal funds to provide the appropriate safety work uniforms prescribed by the federal government.

5. **STATION LIVING CONDITIONS.** Each employee is expected to pay for their own food consumed during their tour of duty from the paid personal income.
- A. Provided minimum staffing requirements are met, the employer shall allow one employee to leave the fire station to purchase groceries for the evening meal.
 - B.
 - 1. The employer may provide and cause to be installed audio/visual devices for both general viewing and educational purposes.
 - 2. The employer may provide available audio/visual devices as prescribed by federal authorities as federal funds are received.
 - C. The employer may provide a humidifier a dehumidifier for use in the bunk area(s) of the fire station as prescribed by federal authorities providing federal funds are approved for such expenditure.
 - D. Periodic major painting and maintenance of the fire station shall be done as needed with the cost of materials and labor supplied by the employer. Firefighters are not expected to perform maintenance or painting outside of regular firefighting equipment care.
 - 1. Firefighters are encouraged to volunteer for special "self-help" projects which would involve major repair or painting as long as such projects will not be conducted outside of the normal shift period.
 - 2. A "self-help" or volunteer project may include any activity that is not associated with the normal duties of the firefighters.

ARTICLE 16

SAVINGS CLAUSE

Should any provision of this agreement be declared by the proper judicial authority or the Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statute, all other provisions of this agreement shall remain in full force and effect for the duration of the agreement. Any provision of the agreement which is based upon any statute, whether state or federal, all or in part, either directly or indirectly, shall be construed to conform to the statute upon which the provision is based. Such construction is to apply as the statute is presently worded or as it may be amended or changed.

ARTICLE 17

DURATION AND TERMINATION

This Memorandum of Agree shall become effective on the first day of the Federal fiscal year following ratification by IAFF and approval by the Adjutant General and the Secretary of

Administration except for those provisions of the Agreement which state herein, or otherwise by law require the approval of the Governor or the Legislature. This Memorandum of Agreement shall remain in effect for a period of three (3) years. The entire Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days prior to the expiration date that it desires to amend or terminate this Agreement, as the case may be. If notice to modify or amend is given, it shall contain a statement of modifications desired, and meet and confer meetings shall begin not later than thirty (30) days prior to the expiration date.

FOR THE IAFF:

Carl M. Beatty 5-1-2012
Name Title Date

FOR THE ADJUTANT GENERAL

[Signature] 5/14/12
Name Title Date

FOR THE STATE OF KANSAS

Deshaun Jackson Secretary of 6-4-12
Name Title Date