

Memorandum Of Understanding
Between The
City Of Lawrence, Kansas
And
Local 1596
International Association Of Firefighters
For The Period
January 1, ~~2009~~2010 Through December 31, ~~2009~~2011



August ~~19, 2008~~2009

City Proposed Changes

Memorandum of Understanding
City of Lawrence, Kansas and IAFF Local 1596
20092010 - 2011

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ARTICLE 1 - PREAMBLE

Section 1.1 - General

Section 1.1.1 Pursuant to Resolution ~~66906817~~, this Memorandum of Understanding has been entered into by the City of Lawrence, Kansas hereinafter referred to as the "City", Lawrence – Douglas County Fire Medical, hereinafter referred to as the "Department" and the International Association of Firefighters, Local 1596 hereinafter referred to as the "Union." The purpose of this Memorandum of Understanding is to maintain harmonious relations between the City and the employees represented by the Union; to provide for an equitable procedure for the resolution of differences which may arise, and to establish rates of compensation and other terms and conditions of employment.

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

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

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

ARTICLE 2 - DURATION

Section 2.1 - General

~~Section 2.1.1 The terms of this memorandum shall be effective as of January 1, 2009 for a period of 1 year, and shall remain in full force through December 31, 2009.~~

Section 2.1.1 The terms of this memorandum shall be effective as of January 1, 2010 for a period of 2 years, and shall remain in full force through December 31, 2011.

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ARTICLE 3 - SUCCESSORS

Section 3.1 - General

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

ARTICLE 4 - APPENDICES AND AMENDMENTS

Section 4.1 - General

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

ARTICLE 5 - REPRESENTATION

Section 5.1 - Union Recognition

Section 5.1.1 Pursuant to City of Lawrence, KS Resolution ~~6690~~ 6817, the City recognizes the International Association of Firefighters, Local 1596 as the sole and exclusive bargaining agent for all full-time regular, paid Firefighters, Lieutenants, and Inspector(s) engaged in fire fighting, emergency medical, rescue services, and related services of the Department.

Section 5.2 - Union Business

Section 5.2.1 The City shall designate 144 hours per calendar year to be utilized by the Union at the Union's discretion ~~for training and education.~~ Notification for designated Union time for this purpose shall be made to the Chief as soon as

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practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record. The request for time shall not be unreasonably withheld.

Section 5.2.3 While on duty, members of the Union's negotiating committee shall be allowed time off to attend any meetings and training set mutually by the City and the Union. Notification for Union time shall be made to the Chief as soon as practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record. The request for time shall not be unreasonably withheld.

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

A requestNotification For Union time shall be made to the Chief as soon as practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record. The request for time shall not be unreasonably withheld.

Section 5.2.5 The Union President, or his/her designee, shall be allowed to attend activities related to grievance procedures and disciplinary hearings at the request of the employee who is subject to those proceedings or hearings. If the Union President, or designee, is on-duty, he/she shall not count toward minimum staffing. A requestNotification for Union time shall be made to the Chief as soon as practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record. The request for time shall not be unreasonably withheld.

Section 5.3.1 At no cost to the Union, the City agrees to deduct Union dues and assessments that have been authorized by an employee from the employee's pay each pay period. An authorization form developed jointly by the Union and the City will be signed by the employee wishing to use the payroll deduction system. The payroll deduction rate shall be certified as current by the Treasurer of the Union. The form must be submitted to the Personnel Manager. Any authorized deductions shall become effective the pay period following the filing of the authorization form. These periodic deductions shall continue at the same rate unless the Treasurer of the Union files a payroll deduction rate change to cover all employees. If any employee wishes to withdraw the deduction, a new authorization form shall be completed. Such withdrawal shall become effective the pay period following the filing of the authorization form. The City shall remit the total amount of deductions each pay period to the Treasurer of the Union.

Section 5.4 - Payroll Deduction for [Lawrence Professional Firefighters Political Action Committee \(FIREPAC\)](#)

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

Section 5.5 - Union Information

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

Section 5.5.2. The City will allow the Union to utilize the City's electronic mail "e-mail" system for the purpose of disseminating authorized Union information. [The City's electronic e-mail policy shall be followed at all times.](#)

ARTICLE 6 - PREVAILING RIGHTS

Section 6.1 - General

Section 6.1.1 All rights, privileges, and working conditions in effect on December 31, ~~2008~~ [2009](#) that are not included in this memorandum shall remain in full force and effect unchanged and unaffected in any manner, during the term of this memorandum unless changed by the process set forth in Article 7 of this document.

ARTICLE 7 - RULES AND REGULATIONS

Section 7.1 - General

Section 7.1.1 The Union agrees that its members shall comply with all department rules and regulations. The City agrees that all departmental rules

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and regulations, except those topics considered management rights as outlined in Resolution No. ~~66906817~~. Section V., shall be subject to the grievance procedure.

Department rules and regulations in effect on December 31, ~~2008-2009~~ shall be a formal part of this memorandum.

At least two weeks, before the implementation of new department rules and regulations (excluding those topics considered management rights as outlined in Resolution No. ~~66906817~~. Section V.), the Chief ~~and the Union president will meet to discuss the merits of the proposed changes shall provide draft language changes to the Union President for comment~~. At his or her discretion, the Chief may implement or deny the proposed changes. If changes in rules and regulations (excluding those topics considered management rights as outlined in Resolution No. ~~66906817~~. Section V.), are implemented that are unacceptable to the Union membership the Union may utilize the grievance procedure. Absent mutual agreement, the process for changing department rules and regulations shall not be construed as a process for changing the express terms of the memorandum. The living document clause of the memorandum must be invoked to change the express terms of the memorandum.

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

ARTICLE 8 - COMPENSATION

Section 8.1 - ~~General Wage Adjustment Compensation Plan~~

~~In 2010 and 2011, the compensation plan for Union covered employees will follow the attached Fire Pay Plan.~~

Section 8.2. Wage Adjustment,

~~Section 8.2.1 2010 Wages. It is acknowledged that the attached Pay Plan includes a general wage increase of one-half of one percent (0.5%) effective with the first full pay period in 2010. If, during FY 2010, the City institutes a greater general wage adjustment to any City employee, employee group, or bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this Agreement.~~

~~Section 8.2.2 2011 Wages. Commencing on or about April 20, 2010, the City and the Union will meet to discuss a general wage increase for 2011 wages in accordance with Resolution 6817. If, during FY 2011, the City institutes a greater general wage adjustment to any City employee, employee group, or~~

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bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this Agreement.

Section 8.2.3 For the purposes of this section of the memorandum, a general wage adjustment does not include merit based wage increases or position reclassifications.

Section 8.2-3 - Longevity

Section 8.2.1, Longevity pay is a discretionary item annually considered by the City Commission.

Section 8.2.2, Longevity compensation will be calculated as follows: commencing January 1 of the year following the fifth (5th) year of employment, longevity pay will be made if approved by the City Commission, with a special check issued in the month of December. Service shall be credited for all whole years completed as of December 31 at the rate of \$4 per month multiplied by the number of years of consecutive service with the City of Lawrence.

Section 8.2.3, Periods of military service will not constitute a break in consecutive service as long as the employee returns to the City's employment immediately after discharge. An employee who retires shall be compensated at a pro-rated basis for longevity.

Section 8.2.4, The parties acknowledge that for the City budget year 2009, longevity pay is budgeted at a rate of \$2 per month of service.

Section 8.2.5, The parties agree to discuss the issue of longevity pay at a regular agenda item at a meeting of the City Commission in November 2009. At such time, the City Commission, at its sole discretion, shall determine the actual rate of longevity pay for 2009, taking into account the City's fiscal condition and the status of revenues and expenditures at that time. Options that the City Commission shall consider shall be: \$4 per month of service, \$2 per month of service, or such other amount as the City Commission determines appropriate.

Section 8.23.1, Longevity pay is a discretionary item annually considered by the City Commission.

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

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

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Section 8.3.4 The parties acknowledge that for the City budget year 2010, longevity pay is budgeted at a rate of \$4 per month of service.

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Section 8.3.5 The parties acknowledge that the City and the Union will discuss longevity pay in 2010 for 2011, in accordance with Resolution 6817.

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Section 8.3.6 The parties agree to discuss the issue of longevity pay as a regular agenda item at a meeting of the City Commission in November 2010 and November 2011. At such time, the City Commission, at its sole discretion, shall determine the actual rate of longevity pay for 2010 and 2011, taking into account the City's fiscal condition and the status of revenues and expenditures at that time. Options that the City Commission shall consider shall be: \$4 per month of service, \$2 per month of service, or such other amount as the City Commission determines appropriate.

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Longevity pay is a discretionary item annually considered by the City Commission. The City Commission, in its sole discretion shall determine the rate of longevity pay for 2010, taking into account the City's financial condition and the status of revenues and expenditures at the time. Options that the City Commission shall consider shall be: \$4 per month of service, \$2 per month of service, or any such other amount as the City Commission determines appropriate.

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Section 8.2.2 Longevity compensation will be calculated as follows: commencing January 1 of the year following the fifth (5th) years of employment, longevity pay will be made if approved by the City Commission, with a special check issued in the month of December. Service shall be credited for all whole years completed as of December 31 by multiplying the monthly rate by the number of years of consecutive service with the City of Lawrence.

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Section 8.2.3 Periods of military service will not constitute a break in consecutive service as long as the employee returns to the City's employment immediately after discharge. An employee who retires shall be compensated at a pro-rated basis for longevity.

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Section 8.3-4 - Skill Incentives

Section 8.34.1 Employees who have completed 30 months regular full-time employment shall be eligible to receive a skill incentive payment for those recognized skills regularly employed in service to the department. The maximum skill incentive percentage shall be 15 percent.

Section 8.34.2 Attachment B outlines the anticipated type and number of skill incentive positions to be offered by the department throughout the term of this memorandum. The type or number of skill incentive positions may be increased or decreased by the Chief after written notice is provided to employees. If increases or decreases in the type or numbers of skill incentive positions are unacceptable to the union membership, the union may utilize the grievance procedure.

Section 8.34.3 If incentive positions are not filled on a volunteer basis, then the job functions may be assigned on a rotating basis to appropriate personnel by the shift commander. -

Section 8.34.4 If an employee is assigned a job duty normally compensated with incentive pay while not receiving incentive pay for that assignment, the employee shall receive incentive pay for actual hours worked while assigned the job duty.

Section 8.4-5 - Acting Officer Certification

Section 8.45.1 The chief shall maintain a list of 15 Firefighters appointed to acting officer certification. Pay for acting officer certification shall be two (2) percent of base pay.

Section 8.45.2 Acting officer certification shall be exempt from the maximum skill incentive of 15%.

Section 8.5-6 - Call Back and Overtime Calculation

Section 8.56.1 Any off duty employee who is called back for staffing shall be paid a minimum of two (2) hours pay at the employee's overtime rate.

Section 8.56.2 Employees in the Fire Medical department shall be compensated for overtime at the rate of one-and-one-half (1.5) hours pay for periods worked in excess of scheduled hours within a pay period. The employee shall receive overtime compensation for hours worked in excess of the regular schedule regardless if they have utilized paid leave during that cycle. This allows an employee to receive overtime for special details and assignments on another shift regardless of whether they have incurred paid leave during that cycle.

Section 8.6-7 - Military Leave

Section 8.67.1 All full time regular employees who are, or may become active members of the National Guard, the Officer's Reserve Corps, or the Enlisted Reserve Corps of the United States government, or the State of Kansas, shall be entitled to a military leave of absence. Employees shall submit orders and compensation selection to the Chief. Employees taking such leave shall be compensated in one of the following ways:

Section 8.67.1.1 The employee may use accumulated vacation time and receive full salary.

Section 8.67.1.2 The employee may take leave with the City paying the difference between military pay and regular salary, ~~if call back is not required overtime staffing is not required to cover his/her absence.~~ If call back is required, employees will use the required accumulated vacation time to make up the difference between military pay and regular salary. This is limited to fourteen (14) calendar days per year and military pay must be verified by the Chief.

Section 8.67.1.3 The employee may use only the accumulated vacation time necessary to make up the difference between military pay and the employee's regular salary.

Section 8.67.1.4 The employee may take leave without pay.

Section 8.67.1.5 The employee shall inform his or her supervisor which of the four options will be utilized before leaving on such military training leave. The option shall be provided in writing to the appropriate shift commander prior to taking leave.

Section 8.67.1.6 Any employee who is on active military status for 2 weeks or less, and chooses to take leave without pay, will continue to accrue vacation and sick leave and will not be required to reimburse the City for dependent health insurance premiums.

Section 8.7-8 - EMT-I and Paramedic Certification Attainment Educational Reimbursement

Section 8.78.1 EMT-I State Certificate Attainment The cost of books and tuition leading to the EMT-I certification will be paid as costs are incurred, ~~in exchange for a signed agreement to reimburse the City in the event that state certification is not attained.~~ The employee agrees to maintain state certification for the duration of their employment with the City. Approval must be obtained from the Chief prior to enrollment.

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Section 8.78.2 Paramedic State Certification Attainment The cost of books and tuition leading to the paramedic state certification will be paid as costs are incurred in exchange for a signed agreement to reimburse the City in the event that, 1) state certification is not attained, or 2) the employee voluntarily separates from the City prior to serving two years as a paramedic, or 3) the employee does not serve as a paramedic for the two years immediately following state certification. Pre-requisite courses for the paramedic course shall be paid under the educational section of this agreement. Further, the employee agrees to maintain state certification for the duration of his or her employment with the City. Approval must be obtained from the Chief prior to enrollment.

Section 8.8-9 - State EMS Certification Fee

Section 8.89.1 The City shall pay for initial certification, renewal, ~~and training~~ for Kansas EMS certifications. The City ~~and County~~ will pay for the retention of ACLS, PALS/PEEP, and PHTLS/BTLS.

Section 8.9-10 - Insurance

Section 8.910.1 Professional Liability Insurance. At no charge to the employee, the City will provide and maintain professional liability insurance for all services provided by the department, in coverage limits and amounts determined by the City.

Section 8.910.2 Health Insurance

Section 8.910.2.1 The city shall provide health insurance to employees in the bargaining unit under such premium requirements and coverage requirements available to all city employees during the term of this memorandum.

Section 8.910.2.2 An employee who retires shall be eligible to receive group health care insurance at the employee's expense until age 65. The employee must request coverage in writing at least thirty (30) days prior to the retirement date. (K.S.A. 12-5040).

Section 8.910.3 Life Insurance

Section 8.910.3.1 The City agrees to provide \$20,000.00 life insurance for every employee. The employer will pay 100 percent of this cost.

Section 8.910.4 Health and Life Insurance Carrier

Section 8.910.4 The City shall obtain employee input concerning the selection of health insurance and life insurance carriers and benefits packages, and shall select the benefits packages and products providing

the best coverage for its employees. An employee selected by the Union President shall serve on the City Health Insurance Committee.

ARTICLE 9 - TERMS AND CONDITIONS OF EMPLOYMENT

Section 9.1 - General Benefit Provision

Section 9.1.1 During the term of this memorandum, if the City institutes an increase in benefits to vacation leave, sick leave, well leave, or holiday time, the City shall institute a comparable increase in benefits to all employees covered by this agreement.

Section 9.2 - Annual Work Hours

Employees assigned to work 24 hour shifts shall be scheduled to -2912 hours per year. Employees assigned to 8-hour work days shall work ~~a traditional workweek and shall be scheduled~~ 2080 hours per year.

Section 9.3 - Vacation

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

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

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

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

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Section 9.3.4 All full-time, regular employees will accrue vacation leave on a per pay period basis as follows, with the exception of Fire/Medical personnel working 24 hour shifts:

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

Section 9.3.5 Method of selection of vacation days shall be by those adopted by the department rules and regulations.

Section 9.4 - Sick Leave

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

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

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

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Section 9.4.4.4 Family Sick Leave - Sick leave may be used annually for illness within the immediate family, which shall be defined as spouse, child, parent, sibling, grandparent, grandchild, corresponding in-law, or "step" relations or any other relative residing in the same household (~~Military – those members covered are different than immediate family and shall be honored as outlined by law~~). Members working the 2912 schedule may utilize up to 72 hours annually. Members working the 2080 schedule may utilize up to 24 hours annually.

Section 9.4.5 In accordance with NFPA 1500 guidelines relating to fitness to return to duty after an illness or injury, the City shall provide physician services to obtain a release to work anytime sick leave is used by an employee for personal illness or injury in excess of one scheduled work shift, or otherwise as requested by his or her supervisor pursuant to the City's Employee Handbook. This release must be obtained from a City designated physician. The City will

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pay the fee associated with the release, and the fee will not be charged to the employee's health care plan. Departmental policies and procedures shall determine when the employee may elect to obtain a release from a personal physician, but the release must be on a form provided by the City. If a personal physician release is obtained the City will not pay for any portion of the fee except as might be paid under the City health care plan.

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

Section 9.5.1 Any employee who is permanently separated from the department due to resignation ~~or~~ retirement (with appropriate notice), dismissal, lay-off or death shall be compensated at his or her regular rate of pay for all unused vacation leave, well leave, pro rata Kelly Day time and ¼ (25%) of sick leave accumulation up to 1464 hours (1040 for fulltime regular 2080 hrs/yr employees). In addition, an employee who retires shall be compensated pro rata for longevity pay if longevity pay is approved by the City Commission for that year.

Section 9.6 - Kelly Days

Section 9.6.1 Each employee shall receive "Kelly Days" during the year according to the following seniority-based schedule. For purposes of this section, the seniority date will be determined by the number of full years of full time regular employment on first day of January annually.

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

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

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

Section 9.7 - Well Leave

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

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

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Section 9.7.3 A maximum of 48 hours of well leave (34 hours for 40 hours/week schedule) may be accumulated. Well leave may be accumulated from year to year. Upon termination of employment and appropriate notice to the City, accumulated well leave will be paid to the departing employee on a one (1) hour of leave equals one (1) hour of pay basis in an amount not to exceed 48 hours (or 34 hours for 40 hours/week) of pay at the employee's regular rate.

Section 9.7.4 Well leave must be taken when it will not cause overtime. Well leave may be taken with short notice. When well leave is scheduled and then overtime results from some other occurrence, the well leave may still be taken. Well leave may be taken in 1 to 24 hour segments and must be approved by the shift commander.

Section 9.8 - Holiday Time

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

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

Section 9.8.2 Twenty-Four Hour employees scheduled to work and employees not scheduled to work on the holiday shall be compensated at the rate of 12 hours straight time pay.

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

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

Section 9.9 - Educational Assistance

Section 9.9.1 Training and Education reimbursement will be permitted as outlined in the department policy related Training and Education assistance.
~~Section 9.9.1 Non-Required Training—The Chief has discretion to allow any employee to attend any professionally related course the Chief deems to be beneficial to the department, subject to departmental resources. Eligible~~

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~~employees shall be reimbursed for tuition and cost of books for pre-approved courses, pursuant to the Chief's written policy.~~

~~Section 9.9.2 Required Training - If attendance is required by the Chief, leave will be granted for regularly scheduled duty hours. The employee will be paid for classroom hours that occur in addition to regularly scheduled duty hours.~~

Section 9.9.3 Out of City Training - Employees attending pre-approved courses outside the City may be granted reimbursement for meals and travel expenses.

Section 9.10 - Uniforms and Safety Equipment

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

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

Section 9.11 - Parking

Section 9.11.1 The City shall provide, without cost to employees, adequate parking spaces for all on-duty employees at each fire station.

Section 9.12 - Extra Board

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

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

Section 9.13 - Personnel Reduction

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

Section 9.14 - Employee Conduct

Section 9.14.1 General Employee Conduct - Employees of the City of Lawrence are expected to conduct themselves in a professional manner during work hours

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or while representing the City at outside functions. Employees are expected to adhere to the City/[Department](#) mission statement by providing excellent service to the Lawrence Community using the values listed as a guideline. Employees are expected to treat customers and co-workers with dignity and respect, follow City, department, and division (from which they are supervised) policies, procedures, and work rules to include safety regulations. Failure to do so will be grounds for disciplinary action.

Section 9.15 - Grievance Procedure

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

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

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

Section 9.16 - Right To Speedy Resolution

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

Section 9.17 - Grievance Steps

Section 9.17.1 - Step One: The aggrieved employee shall, within fourteen (14) calendar days of the date of the event or within fourteen (14) calendar days of the date a person could reasonably be expected to have knowledge of the event, first orally present the complaint to the appropriate division head. Union grievance(s) shall present the complaint directly to the fire chief. The division head/fire chief shall orally provide an answer to the aggrieved employee within five (5) calendar days. A sincere attempt shall be made by each division

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head/department head to resolve any grievance. Division or department head shall forward in writing the result of step one to fire chief and subsequently to the Administrative Services Department. The grievance form shall be delivered to the division/fire chief where both parties will date, time and initial the document memorializing the delivery and receipt.

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

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

A Department Director, other than the ~~concerned Department Director~~ Fire Chief, from the rotating list maintained by the Administrative Services Director.

One supervisory employee, neither from ~~the concerned department~~ outside the department nor from the selected Department Director's department, to be chosen randomly from the City payroll records.

One non-supervisory employee, neither from ~~the concerned department nor from the selected Department Director's department~~ outside the department, to be chosen randomly from the City payroll records.

One non-supervisory employee from the division involved. At the aggrieved employees' request, this employee may be selected from a list of current IAFF Local 1596 members.

This person shall be selected in the following manner: The Administrative Services Director shall randomly select five (5) names from the division payroll records. In the event there are an insufficient number of employees in the division to carry out this process, names shall be randomly selected from the department payroll records. The grieving employee shall first cross out one name; then the ~~Department Director~~ Fire Chief shall cross off one name. The

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process will continue until one name remains. The person whose name remains shall be the fourth member of the Grievance Review Board.

One member of the Employee Relations Council to be chosen randomly from the membership of the ERC. This person cannot be from the ~~same department as the aggrieved employee or the Department Director~~ Fire Medical Department.

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

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

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

Presentation of issue, grievance, witnesses, background material by the aggrieved employee.

Questions by the ~~Department Director~~ Fire Chief regarding the aggrieved employee's presentation.

Presentation of issue, witnesses, background material, disciplinary action, if applicable, by the ~~Department Director~~ Fire Chief.

Questions by the aggrieved employee regarding the department's presentation.

All questions, other than from the aggrieved employee, ~~Department Director~~ Fire Chief, and Administrative Services Director/designee, shall be submitted to the Grievance Review Board for consideration.

Closing statements.

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

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

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Selection

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

Hearing Time

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

Jurisdiction

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

Binding on both parties

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

Cost Sharing

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

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

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

Peer And Staff Member Present: Employees making use of the Grievance Procedure shall be permitted to have a City employee of his/her choosing

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present during the grievance proceedings. The ~~Department Director~~Fire Chief may also have a staff member present. The role of the peer and the staff member is to provide assistance and advice. They may not speak directly on behalf of the employee or staff member unless called as a witness. Since the grievance proceedings are administrative in nature and not judicial, the presence of an attorney to represent or counsel a grieving party or the City is prohibited.

Witnesses: Witnesses may be called by either party for the purpose of verifying the facts of a grievance. Witnesses shall have already been contacted and given their consent to be called to the Grievance Review.
All paperwork pertaining to specific grievances, including notes from members of the Grievance Review Board shall be given to the Administrative Services Director or designee to be placed in grievance files maintained separately from the employee's personnel file. The City will not tolerate any form of retaliation against employees availing themselves of or taking part in this procedure.

Section 9.18 - Minimum Staffing

Section 9.18.1 The Union and the City agree that firefighter safety is of utmost importance in the performance of the duties of the Department. It is also recognized that the effectiveness of operations is dependent upon the number of firefighters committed to the mitigation of community emergencies within the scope of the Department strategic plan. Therefore, to ensure safety and effectiveness, the Union strongly recommends to the City, regarding management decisions that pertain to full-time staffing levels, that quint, engine and rescue/ladder companies are staffed with a minimum of four personnel each and that ambulance companies are a minimum of two personnel. Nothing in this Section or Agreement shall be interpreted as requiring certain minimum staffing levels or removing the sole authority of management to determine staffing levels.

Section 9.19 - Funeral Benefit

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

Section 9.20 - Voting Time

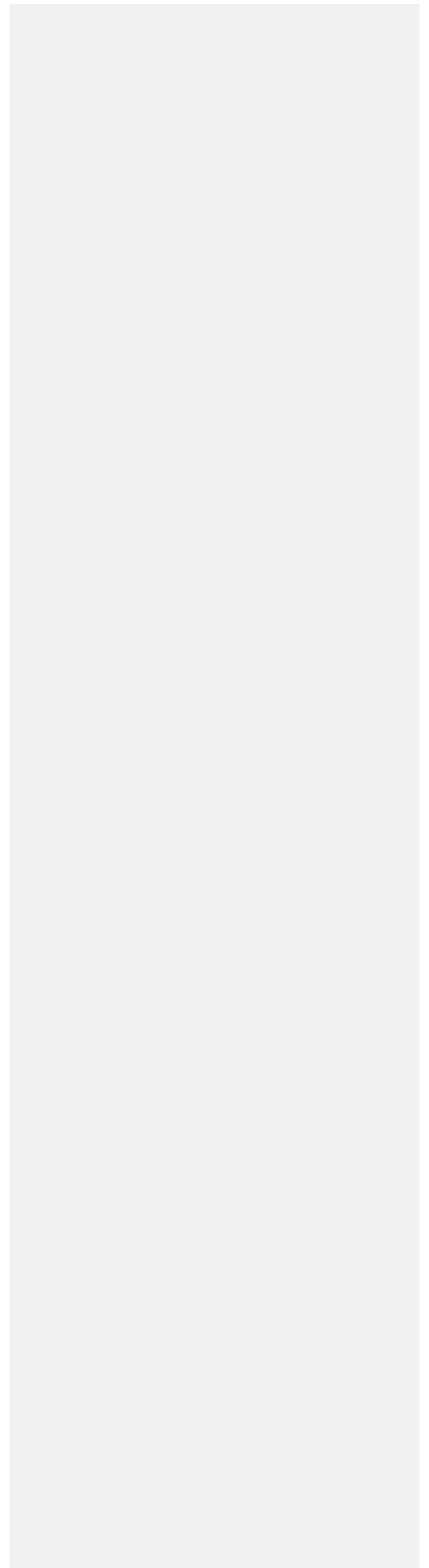
Section 9.20.1 While the City and the Union jointly recognize the importance of voting and encourage all members to use advanced voting methods; both parties recognize that voting is the right of each employee and is guaranteed by state law. The city agrees to allow on duty members up to 2 hours time for the purpose of voting in local, state, and nation elections in accordance with Kansas Statute 25-418. The duty shift commander shall schedule members requesting use of this time.

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Section 9.21 - Station Maintenance

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

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

Section 9.22 - Apparatus Maintenance

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

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

Section 9.23 - Indemnification Language

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

ARTICLE 10 - ~~SAFETY AND HEALTH~~HEALTH AND SAFETY

Section 10.1 - Health and Safety Program Team

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

Section 10.1.2 There shall be a Health ~~& and~~ Safety Program Team as defined in departmental procedures.

Section 10.1.3 The Health and Safety Program Team will meet at least bi-monthly at established dates. Said meetings shall be open to department

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members except during discussion of matters pertaining to accidents or personnel injuries.

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

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

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

Section 10.2 – [Duty Injuries and Injury Leave](#)

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

Section 10.2.2 [Reporting of injury – The injured employee shall complete the appropriate documentation as outlined in the City's Employee Handbook.](#) The Chief may assign the [Health and Safety Program Team](#) to investigate, review, and make recommendations for corrective actions.

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

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

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

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

Section 10.3 - Light Duty ~~Assignment~~Assignment

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

Section 10.3.1 If an employee is allowed to return to duty following an off duty related injury or illness at a status less than that required for their classification, they may request a light duty assignment from the Chief.

Section 10.4 - Vaccinations

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

Section 10.5 - Physical Evaluation

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

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

- Aerobic capacity
- Strength
- Flexibility
- Percent body fat
- Pulmonary function
- Audiometric function
- Riskscan blood analysis
- Chem-16 blood test
- CBC blood test
- Dipstick urinalysis
- Visual acuity (baseline and every two years)
- PAP (female-optional)
- Mammogram (female-optional)
- Prostate occult (male-optional)
- PSA (male-optional)

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

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

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

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

Section 10.6 Station Fitness Equipment

Section 10.6.1 The City will provide adequate fitness equipment for the stations. The Health and Safety Program Team will conduct research and make recommendations regarding the purchase of fitness equipment.

Section 10.7- SCBA Maintenance

Section 10.7.1 Only personnel who have been trained and maintain certification by the manufacturers or applicable agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

~~Section 10.5.6 The City will provide adequate fitness equipment for the stations. The Health & Safety Program Team will conduct research and make recommendations regarding the purchase of fitness equipment.~~

~~Section 10.6 – SCBA Maintenance~~

~~Section 10.6 Only personnel who have been trained and maintain certification by the manufacturers or applicable agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.~~

ARTICLE 11 - TRAINING PROGRAM TEAM

Section 11.1 - Training Program Team

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

Section 11.1.2 Through the Labor Management Process a Training Program Team shall be developed prior to the beginning of this MOU.

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

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

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

ARTICLE 12 - SAVINGS CLAUSE

ARTICLE 12 - Savings Clause

Section 12.1 If any article of this memorandum should be found by a legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other articles and sections of this memorandum shall remain in full force and effect during the duration of this memorandum.

Section 12.2 In the event of invalidation of any article or section, both the City and the Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 13 - LIVING DOCUMENT

ARTICLE 13 - General

Section 13.1 The City and the Union agree to meet in good faith to discuss and work towards a mutual understanding on any problem concerning this memorandum. The City may invoke the "living document" clause through written notification to the President of the Union or the Union through written notification to the Mayor. Upon receipt of such notification, representatives of the City and Union will meet to discuss the perceived violation of the agreement.

Section 13.2 If mutual understanding is not reached, the Union and the City agree that the grievance procedure is available.

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Section 13.3 The living document shall in no way diminish the cause pertaining to the prevailing rights or rules and regulations.

ARTICLE 14 - RIGHTS OF EMPLOYER AND EMPLOYEE

ARTICLE 14 - General

Section 14.1 In accordance with applicable federal and state laws, as well as City of Lawrence Resolution ~~6690-6817~~ (Sections 11, V, and VIII), the City recognizes the right of public employees including supervisory personnel to form, join, and participate in the activities of employee organizations of their own choosing. With respect to promotions, the City shall not discriminate against any employee as a result of Union membership or participation in legitimate Union activities. For its part, the Union agrees to respect the rights of management outlined in Section V of Resolution ~~66906817~~. Both the City and the Union are prohibited from interfering with, or inhibiting through coercion or intimidation, the exercise of the rights of the other party.

ARTICLE 15 - PRINTING AND SUPPLY AGREEMENT

ARTICLE 15 - General

Section 15.1 This memorandum and any future amendments shall be printed, signed, and supplied to the President of the Union within sixty (60) calendar days of final execution. The memorandum will be made available on the department intranet.

~~**ARTICLE 16 - DISCUSSION OF CITY OF LAWRENCE RESOLUTION 6690**~~

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~~**ARTICLE 16 - General**~~

~~Section 16.1 Prior to January 31, 2009, the City and Union shall meet jointly to consider proposed changes to the terms of City of Lawrence Resolution ~~6690~~, with special emphasis on negotiating mutually agreeable deadlines for the negotiation process that better conform to the timetable of the budget process. The City management staff and the City Commission shall consider the recommendations and views of the Union in making any changes to Resolution No. ~~6690~~ as the City Commission may determine appropriate.~~

~~**ARTICLE 17 - DISCUSSION OF PERFORMANCE EVALUATION SYSTEM**~~

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ARTICLE 17: - General

~~Section 17.1 The City and the Union agree to work cooperatively to improve the existing performance evaluation system to add and/or strengthen criteria for performance elements, address the overlapping percentages associated with ratings, and discuss implementation details no later than June 1, 2009 for implementation beginning January 1, 2010.~~

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ARTICLE 168 – ADOPTION

ARTICLE 168 - General

Section 168.1 Our signatures are as the official representatives of our respective organizations and are intended to bind our organizations to the terms laid out in this document.

—ROBERT CHESTNUT
MAYOR, CITY OF LAWRENCE

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

SIGNATURES WITNESSED BY:

CITY CLERK -

DATE

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ARTICLE 19-17 - ATTACHMENTS AND REFERENCES

Section 19-17.1 - Attachments

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

Section 19-17.2 - References

- A. City of Lawrence Resolution [66906817](#)
- B. City Employee Handbook
- C. Lawrence – Douglas County Fire Medical Department Rules and Regulations
- D. CMS HIPAA - Protected Health Information (PHI) Consent
- E. NFPA 1500
- F. NFPA 1582
- G. K.S.A. 12-5040 (Retiree Health Insurance)
- H. Grievance Form

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