

CITY OF TOPEKA

Contract No. 42563

Agreement between

City of Topeka

and

**International Association of Firefighters
Local 83**

January 2013 – December 2015

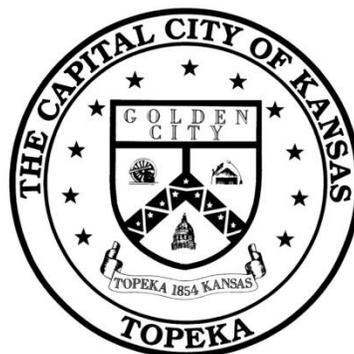


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AGREEMENT BETWEEN CITY OF TOPEKA
AND
THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 83

This AGREEMENT is entered into by and between the City of Topeka, Kansas, hereinafter referred to as the Employer, City, or Management, and Local 83 of the International Association of Firefighters, hereinafter referred to as the Union.

The parties agree that there shall be no discrimination because of race, disability, creed, gender, sexual orientation, familial status, color, age, nationality, or political beliefs, or for participation in or affiliation or non-affiliation with any labor organization. The City and the Union agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

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

ARTICLE 1

RECOGNITION

The City of Topeka, Kansas recognizes IAFF Local 83 as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide Civil Service City Firefighters and EMS personnel specifically in the following classifications and designated as 24-hour or 8-hour bargaining unit members:

| | |
|-----------------------------------|---|
| Captain (24-hour) | Firefighter Second Class (24-hour) |
| Lieutenant (24-hour) | Training Officer I, II, and III (24-hour) |
| Apparatus Operator (24-hour) | Inspector I, II and III (8-hour) |
| Advanced Firefighters (24-hour) | Investigator I, II and III (24-hour) |
| Firefighter First Class (24-hour) | Public Education Officer I, II and III (8-hour) |
| Firefighter Third Class (24-hour) | Communications Officer I, II and III (8-hour) |

The City agrees to meet and confer with the duly authorized representatives of the bargaining unit concerning matters affecting working conditions and/or grievances of members; and to inform the Union of the new classifications and duties relating thereto, in the bona fide fire service which would be under the Civil Service system, at least thirty (30) calendar days in advance of implementing the new classification. The City further agrees to meet and confer with the Union regarding terms and conditions of employment of any new classification within the bargaining unit.

The parties agree to reopen this article for the issue of Training Officers as 24-hour personnel for calendar year 2015 by either the Union or the City providing notice to the other on or before August 1, 2014.

ARTICLE 2
CHECKOFF

The Employer agrees to deduct the IAFF Local Union membership initiation fees, assessments, dues and/or representation fees once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be delivered and received by the City no later than thirty (30) days prior to the day that said deduction is to be made. The amounts to be deducted shall be certified to the Employer by the official treasurer of the Union. The aggregate deductions of all employees shall be remitted together with an itemized statement, at least once each month no later than ten (10) calendar days from the day said deductions are made, to the official treasurer of the Union. An itemized statement shall consist of a listing of every employee for which current Union deductions are withheld.

The City shall retain a fee of six cents (\$.06) per deduction from the aggregate of the deductions of all employees and/or employees' monies turned over to the treasurer of the Union.

It is further agreed between the parties that the City shall be entitled to retain sixty cents (\$.60) per change in deductions for any single employee's deduction. It is further agreed between the parties that the words "per change in deductions" shall mean only changes in the amount deducted for membership initiation fees, assessments, dues and/or representation fees, or additions to or deletions from payroll deduction for Union purposes.

The above shall not limit the right of any employee who after ninety (90) days

from the date of his/her initial authorization to the Fire Chief, or his/her designee, directing a written request to the Fire Chief, or his/her designee, and Union President stating he/she no longer desires deductions for Union membership initiation fees, assessments, monthly dues and/or representation fees, from having his/her name struck from the list of employees authorizing deductions from their pay.

The Union agrees the Fire Chief, or his/her designee, may post, at any time, a notice on any and all Department bulletin boards, or by any other method the Department may choose, the procedures each employee may follow for instating/canceling his/her deduction for Union dues from his/her pay.

In the event no wages are left in any pay period to meet the Union deduction, the City is not responsible for the deduction of dues. If an employee is on leave without pay for any reason, the City is not responsible for Union dues deductions.

The Union will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken by the City for the purpose of complying with the above provisions.

In the event that any legal action is incurred by the Union because of this provision, the Union shall be allowed to employ their own attorney.

ARTICLE 3

UNION BUSINESS

Section 1. Activities. Authorized, official Union business agents who are not current City employees, not to exceed two (2) at any one time at any one facility, shall have access to the City facilities during working hours to investigate matters directly relating to the administration of this Agreement. However, such individuals shall notify the Fire Chief, or in his/her absence a Deputy Chief, before entering City facilities. It is understood that there will be no interruption or interference with the City's operations and that the visiting agent(s) shall adhere to all City safety and security procedures.

The Union Executive Committee may conduct Union business during on-duty hours and/or on City property provided that the business does not interfere, impede or disrupt assigned duties of the Fire Department per determination of the Fire Chief, or his/her designee. Further, Union business conducted as stated above, shall not cause additional costs or otherwise distract from any employee's work.

Requests to conduct Union business on City property must be made and must receive prior approval of the Fire Chief, or his/her designee, at least twenty-four (24) hours in advance of any intended meeting, unless specifically authorized by the Fire Chief, or his/her designee.

Furthermore, Union meeting space shall be provided for regularly scheduled Union meetings on the first Monday and Tuesday of each month in the basement of the administration building providing that:

The meeting space is cleaned up by the Union immediately after its use; the Union shall be responsible for the security of the building; and any damages which may

occur as a result of Union use of City facilities shall be reimbursed to the City by the Union following a joint investigation of the matter by the Fire Chief, or his/her designee, and Union President.

Section 2. Aid to Other Unions. The City shall not aid, promote, finance or otherwise support any recognized labor group or organization which purports to engage in or make any agreement with any such labor group for the purpose of decertifying or replacing Local 83.

Section 3. Bulletin Boards. The City shall furnish space for the Union on available bulletin boards, not to exceed one-half (1/2) of the total area of the board. Bulletin boards shall be used by the Union for the following notices:

- Recreational and social affairs of the Union
- Union meetings
- Union elections
- Reports of policies of the International Union
- Reports of the Union
- Newsletters

Notices and announcements shall not contain any discriminatory, sexual, or libelous statements, materials or endorsements of political candidates.

Notices may be posted during normal working hours, providing a copy is made available to the Fire Chief, or his/her designee.

All posted materials shall be signed by the President of the Union or his/her designated representative. Any violation of this article shall entitle the City to remove that notice and/or announcement from the bulletin boards.

Section 4. Copy Machine Use. The City shall allow the Union's Executive Board to use the copy machine located in the administration office, provided that:

- A. The work area is left clean and orderly;
- B. The Union reimburses the City three cents (\$.03) (including paper) for every copy run;
- C. The running of copies does not impede or interfere with normal work activities of Fire Department personnel; and
- D. Use shall be limited to running copies of official Union business notices and related material and shall not be utilized for bulk copying which can cause excessive wear and tear of the copier.

The City shall keep accurate records of the number of copies run per month, and the Union shall reimburse the City for the copies at least quarterly or as may be required by the Fire Chief, or his/her designee.

Further, the Union shall advise the City of supplies needed to operate the copier and of any breakdowns or malfunctions of the copier while in use by the Union.

Section 5. Leave for Union Officials for Union Business. Members of the Union's Executive Board, or the Union's designees, shall be allowed paid leave, which shall not be deducted from the employee's accrued leaves, to attend the following Union functions:

KANSAS STATE FIREFIGHTERS ASSOCIATION
6 (six) Local 83 Bargaining Unit Members
KANSAS STATE COUNCIL OF FIREFIGHTERS
4 (four) Local 83 Bargaining Unit Members
IAFF BI-ANNUAL CONVENTION
4 (four) Local 83 Bargaining Unit Members
IAFF 2nd District Caucus
4 (four) Local 83 Bargaining Unit Members

There shall be a minimum of two (2) seminars per year, provided that staffing levels are not unreasonably and unduly affected as provided in this agreement. Additional seminars may be approved by the Fire Chief, or his/her designee. Paid leave will be granted to attend these seminars and will not be deducted from the individuals leave accruals.

Further, the Fire Chief, or his/her designee, shall allow Executive Board members time off for regular and special meetings called by the Union President pursuant to Union bylaws.

Requests for time off under this provision must be submitted in writing to the Fire Chief, or his/her designee, at least two (2) calendar weeks in advance of the requested time off unless approved by the Fire Chief, or his/her designee, and must include literature indicating the times and dates of the Union function and/or seminar. Commencing January 1, 2011 a Union representative of the Safety and Spec committees will be granted time off with pay and shall have all their expenses paid by the City to attend the bi-annual Redmond symposium. All appropriate documentation will be filed as described in Article 16, Section 4, Paragraph B.

Section 6. Mail. Union related mail shall be distributed through the regular Fire Department interoffice mail by Fire Department personnel, provided the deliveries do not necessitate special or extra trips.

Section 7. Negotiating Meetings. A maximum of six (6) on-duty members of the Local 83 negotiating team shall be granted time off with pay to attend meetings which are mutually set by the Employer and the Union, provided an employee's attendance does not unreasonably and unduly affect staffing levels specified in this

Agreement. Such employer/employee meetings shall not be charged against any attending employee's leave time. Additional time off with pay shall be granted by the Fire Chief, or his/her designee, to members of the Local 83 negotiating team for discussing the results of meetings or to prepare meetings at his/her discretion following a request by the Union's chief negotiator.

Section 8. Office Space. The Employer agrees to provide office space at No.3 Fire Station, 318 Jefferson, for Local 83. The Employer further agrees to allow the installation of a telephone in the above mentioned Union office and the fire station to which the Union President is assigned. Cost of the telephone shall be paid by Local 83. The Employer agrees to allow use of City utilities for the office space, provided that the Union practice conservatism in the use of any utilities and continued cleanliness of the area as may be required by the Fire Chief, or his/her designee.

Any repairs or maintenance of the office space desired by the Union shall be the sole responsibility of the Union.

Section 9. Witnesses for Disciplinary Proceedings. Employees shall, on request of the employee, have the right to have a Union witness present during any interrogation by management for which the employee might reasonably believe that disciplinary action will result from facts stated during the interrogation.

Employees shall have the right to have a Union witness present if a bargaining unit member is to receive a formal adverse action which is intended to be a part of the employee's official personnel record. Employees shall be advised of their right to a Union witness by the supervisor taking the action.

This Section shall not apply to minor infractions such as uniform violations or

personal appearance problems where immediate correction is warranted, provided no reference of these actions are made a part of the employee's personnel record.

An action shall be administered as promptly as possible and union witnessing shall be limited to the most readily available individual who may be the member's assigned steward, a member of the Executive Board, or another bargaining unit member at the discretion of the individual receiving the action.

Individual employees shall not be compelled to have a Union witness present, and a Union witness shall not actively participate in the administration of an adverse action.

Section 10. President's Time Off. The Union President and the Executive Board shall be allowed paid leave, which will not be deducted from leave accruals, to participate in additional Union functions and/or community services, as determined by the Union President, not listed in the above sections of this article, not to exceed 240 (two hundred and forty) hours annually. Such time off shall be approved by the Fire Chief, or his/her designee, provided that staffing levels are not unreasonably or unduly affected as provided in this agreement.

Additional hours beyond the 240 may be granted to the Union President with the approval of the Fire Chief or his/her designee. The remainder of the Executive Board members will be allowed 120 (one hundred twenty) hours to perform similar functions or fill-in for the President as determined by the President and approved by the Fire Chief.

The hours provided in this section shall count as hours worked for the purpose of computation of maximum hours per work cycle as provided for in Article 4 of the Agreement.

ARTICLE 4

HOURS OF WORK

Section 1. Hours Defined. For the duration of this agreement, subject to change in future agreements, bargaining unit members assigned to twenty-four (24) hour shifts, as identified in Article 1, shall work maximum hours during work cycles as defined in Section 2 of this article.

Members shall receive their regular hourly rate of pay plus compensation of one-half (1/2) additional hourly rate of pay for each hour worked in excess of the hours per cycle in Section 2 of this article.

All twenty-four (24) hour bargaining unit members shall work a twenty-four (24) hour shift commencing at 0700 and ending at 0700 the following day. There shall be three (3) shifts to accomplish this schedule and they shall make rotation as follows: ABC BCA CAB.

All eight (8) hour bargaining unit members, as identified in Article 1, shall work a forty (40) hour week exclusive of lunch breaks, whose hours will be from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch break except as may be arranged with the appropriate member of management.

Personnel approved for Light Duty assignment may be scheduled 8:00 a.m. to 5:00 p.m. at management's discretion.

By mutual agreement between Specialty personnel and management, different work times and flexible work schedules (flex time) may be arranged.

Section 2. Work Cycles.

| KELLY DAY | PERIOD | | CYCLE DURATION | MAXIMUM HOURS | KELLY DAY HOURS |
|-----------|------------|------------|----------------|---------------|-----------------|
| #41 | 12/26/2012 | 1/21/2013 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 1/22/2013 | 2/17/2013 | | | |
| #42 | 2/18/2013 | 3/16/2013 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 3/17/2013 | 4/12/2013 | | | |
| #43 | 4/13/2013 | 5/9/2013 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 5/10/2013 | 6/5/2013 | | | |
| #44 | 6/6/2013 | 7/2/2013 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 7/3/2013 | 7/29/2013 | | | |
| #45 | 7/30/2013 | 8/25/2013 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 8/26/2013 | 9/21/2013 | | | |
| #46 | 9/22/2013 | 10/18/2013 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 10/19/2013 | 11/14/2013 | | | |
| #47 | 11/15/2013 | 12/11/2013 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 12/12/2013 | 1/7/2014 | | | |
| #48 | 1/8/2014 | 2/3/2014 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 2/4/2014 | 3/2/2014 | | | |
| #49 | 3/3/2014 | 3/29/2014 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 3/30/2014 | 4/25/2014 | | | |
| #50 | 4/26/2014 | 5/22/2014 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 5/23/2014 | 6/18/2014 | | | |
| #51 | 6/19/2014 | 7/15/2014 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 7/16/2014 | 8/11/2014 | | | |
| #52 | 8/12/2014 | 9/7/2014 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 9/8/2014 | 10/4/2014 | | | |
| #53 | 10/5/2014 | 10/31/2014 | 27 DAYS | 204 HOURS | 24 HOURS |
| | 11/1/2014 | 11/27/2014 | | | |

| | | | | | |
|-----|------------|------------|---------|-----------|----------|
| #54 | 11/28/2014 | 12/24/2014 | | | 24 HOURS |
| | 12/25/2014 | 1/20/2015 | 27 DAYS | 204 HOURS | |
| #55 | 1/21/2015 | 2/16/2015 | | | 24 HOURS |
| | 2/17/2015 | 3/15/2015 | 27 DAYS | 204 HOURS | |
| #56 | 3/16/2015 | 4/11/2015 | | | 24 HOURS |
| | 4/12/2015 | 5/8/2015 | 27 DAYS | 204 HOURS | |
| #57 | 5/9/2015 | 6/4/2015 | | | 24 HOURS |
| | 6/5/2015 | 7/1/2015 | 27 DAYS | 204 HOURS | |
| #58 | 7/2/2015 | 7/28/2015 | | | 24 HOURS |
| | 7/29/2015 | 8/24/2015 | 27 DAYS | 204 HOURS | |
| #59 | 8/25/2015 | 9/20/2015 | | | 24 HOURS |
| | 9/21/2015 | 10/17/2015 | 27 DAYS | 204 HOURS | |
| #60 | 10/18/2015 | 11/13/2015 | | | 24 HOURS |
| | 11/14/2015 | 12/10/2015 | 27 DAYS | 204 HOURS | |

Kelly days will be available at a rate as provided above and shall be taken in full within the period which they are available.

If any member has not taken his/her Kelly Day within the work cycle(s) they are available, that Kelly Day shall be lost.

Kelly Days shall be chosen in accordance with Article 6, Section 6 of this agreement.

Section 3. Computation of Maximum Hours Per Work Cycle. Time paid for but not worked is not considered compensable time for purposes of determining overtime eligibility. Thus, any leave time taken during a work cycle (as defined in Section 2 above) will reduce or eliminate the scheduled overtime that would otherwise be earned during that period. Examples of such leave shall include, but not be limited to, vacation, sick leave, holiday-vacation, Kelly Day, emergency leave, special leave (for non-duty related reasons to be considered by management on an individual case basis, excluding special leave for union business as defined in Article 3 of this Agreement), military leave, or compensatory time.

ARTICLE 5

STATION AND WORK ASSIGNMENTS

Section 1. General Transfers. Transfers between work stations and between work assignments; i.e., Suppression to Specialty and vice versa, shall not be performed in an arbitrary or capricious manner. Written requests for reasons for transfers shall be explained in writing by Management to each transferred party, prior to consummation of the transfer. Final decisions regarding transfers will rest with Management.

Transfers arranged between bargaining unit members must be requested in writing by both affected parties, in advance. Final approval on these transfers regarding time and acceptability will rest with Management.

Transfer opportunities from Suppression to Specialty shall be posted at least ten (10) calendar days in advance of selection for transfer.

Announcement of actual transfers within Suppression shall be, whenever possible, a minimum of fourteen (14) calendar days prior to the effective date and posted in all stations and divisions.

Section 2. Specialty to Suppression Transfers.

- A. Voluntary. Any member of a specialty unit voluntarily transferring to suppression will return to the last suppression rank held, provided that if the rank the employee's group is in at the time of return to suppression did not exist at the time of or during the employee's assignment in specialty, the employee will return to the rank his/her group now holds but only for salary purposes until the employee completes a qualifying period in suppression (before being given full authority and responsibility in the

rank) as specified for promotional eligibility as follows: the employee must serve the months or years in suppression equal to the time spent in specialty, or a maximum of two (2) years in suppression equal to the time in specialty before full seniority and rank are restored.

- B. Involuntary. Bargaining unit members who are involuntarily transferred from specialty to suppression, and such involuntary transfer is not the result of disciplinary action or inability to perform the job to which the member is assigned, shall return to the last suppression rank held, provided that if the rank the employee's group holds at the time of return to suppression did not exist at the time of or during the employee's assignments in specialty, the employee will return to the rank his/her group now holds but only for the purpose of title. His/her specialty rate of pay shall be frozen for a period not to exceed five (5) calendar years or until his/her salary falls in line with the established rate for the classification in suppression to which they are assigned). If the employee's specialty position or job description significantly changes, as determined by Human Resources, (hours of work, job duties and responsibilities) and the employee elects to return to Suppression, the employee will continue to be paid his/her Specialty rate for a period of two (2) years. Following this, the employee's base pay shall be consistent with the rank being held or until such time that the employee completes a qualifying period in suppression (before being given full authority and responsibility in the rank) as specified for promotional eligibility as follows:

the employee must serve the months or years in suppression equal to the time spent in specialty, or maximum of two (2) years, before full seniority and rank are restored.

- C. Probation. Bargaining unit members transferring to specialty from suppression shall serve a one (1) year probationary period in each specialty level prior to moving to the higher specialty level. The employee may be returned to their previously held suppression rank with a corresponding adjustment in base pay at any time during the probationary period.
- D. Specialty Assignments. Bargaining unit members shall not be considered for specialty positions until they achieve the non-probationary rank of advanced firefighter.
- E. Preference. Bargaining unit members applying for a specialty Training Officer position that have achieved the non-probationary rank of Lieutenant shall be given preference.

Section 3. Emergency Transfers. Emergency transfers shall be effected by Fire Department seniority as provided in Article 8, provided however that the Department reserves the right to determine which Specialty Division shall be utilized for such emergency transfers and the number of employees who shall be transferred from each Division.

Employees who have not completed their probationary periods in a Specialty Division may be selected for transfer without regard to seniority.

An employee transferred from Specialty to Suppression in emergency situations shall be assigned by the Fire Chief. Pay shall be continued at the Specialty salary rate.

Section 4. Major Transfers. The City agrees to make all major transfers by the beginning of the first K-Day period of the year whenever possible.

Section 5. Shift Exchange. Employees shall, with the prior approvals of the Company Officer, Battalion Chief, and Shift Commander, or above, have the right to exchange shifts when, in the opinion of management, the change does not interfere with the operation of the Fire Department. In the event of a bona fide emergency where an employee must immediately leave the workplace, the Company Officer may grant such permission to the employee to either use leave or exchange a shift, provided the Company Officer immediately notifies the Battalion Chief or Shift Commander by phone or radio of the change in personnel status. All time traded pursuant to a shift exchange must be paid back within a twelve (12) month period.

Leaves and/or actions shall apply to a substitute as if he/she were normally scheduled to work.

A twenty-four (24) hour Training Officer can exchange time with another twenty-

four (24) hour Training Officer in accordance with this section.

A twenty-four (24) hour Investigator can exchange time with another twenty-four (24) hour Investigator in accordance with this section.

Section 6. Minimum Qualifications.

A. Employees are expected to maintain the minimum qualifications of the position and be qualified to perform their job duties.

B. The City agrees to provide training or the opportunity for training in achieving and maintaining certifications required to maintain minimum position qualifications. The City will make available a minimum of 30 hours of on duty training for EMS recertification hours on an annual basis. City will provide paid time off as scheduling allows, and will reimburse class registration fees up to \$250 annually per employee for recertification of Kansas or Nationally Registered Paramedics. National certifications for Hazmat Tech and Structural Collapse, or any other certifications which qualify for additional pay, will not be subject to this section.

C. Specialty employees who fail to maintain certifications required to perform their job assignment may be returned to their previously held suppression rank at the currently applicable pay rate for such rank. Employees on long term sick, injury, or military leave will be provided adequate opportunity to obtain/restore certifications required for the position.

D. Employees who fail to maintain Kansas EMT-B certification will be terminated.

E. Employees who lose driving privileges for more than sixty days or are convicted of a DUI offense may be subject to progressive discipline, up to and including

immediate termination. "Convicted" for purposes of this section includes a "no contest" or "guilty" plea or a finding of guilty; conversely "convicted" shall not include a deferred prosecution or a successfully completed diversion.

F. An employee who fails, at any time during employment with the City, to satisfy insurability guidelines as set forth within the City Vehicle Policy shall not, under any circumstances, drive a city vehicle and may be subject to progressive discipline, up to and including immediate termination, unless such employee is reassigned pursuant to subsections (1) - (4) below. Inability to operate a city vehicle may also subject the employee to the following sanctions:

(1) If holding the position of Apparatus Operator, the employee may be reassigned to the position of Advanced Firefighter at the pay rate assigned to that position.

(2) If holding the position of Advanced Firefighter or a lower rank, the employee may be terminated or may be reassigned to any lower-ranking position at the pay rate assigned to that position.

(3) If holding any specialty position, the employee may be reassigned to their previously held position. If such previous position was an Apparatus Operator or Advanced Firefighter, the provisions of subsections (1) and (2) above shall apply.

(4) An employee shall not be eligible for promotion until the employee is permitted to operate a city vehicle as established by insurability guidelines within the City Vehicle policy and the provisions of this section shall supersede any conflicting provisions within Article 23; provided however, that once the

period of ineligibility expires, the employee shall be immediately returned to their prior rank for the purpose of compensation. The employee will be returned to their previous position at the earliest possible opportunity.

(5) An employee shall not be eligible for out-of-class assignment until the employee is able to operate a city vehicle as established by insurability guidelines within the City Vehicle policy.

(6) Employees who are in the process of satisfactorily completing a diversion for a DUI charge will not be subject to Section 2.B.2 of the City Vehicle Policy.

(7) For purposes of this Article, any bargaining unit member reassigned herein shall be allowed to test for all promotions. Bargaining unit members on a promotions list at the time they lose eligibility under the City's vehicle policy shall, upon gaining eligibility, be returned to their previously held position on the promotions list.

(8) For purposes of this Article, the "City Vehicle Policy" refers to such policy as it exists as of November 30, 2012. If changes to the City Vehicle Policy are proposed, the parties agree to reopen negotiations solely to meet and confer regarding such proposed changes.

Section 7. Mileage Reimbursement. Use of an employee's private vehicle for the performance of his/her official duties shall be approved by the Fire Chief or his/her designee. The reimbursement for use of a private vehicle shall be the current IRS mileage reimbursement rate, not less than forty cents (\$.40) per mile. Requests for reimbursement shall be submitted on the Miscellaneous Reimbursement form provided by the Fire Department. Attachments shall include: Form A Travel. Requests for reimbursement shall be submitted by the 15th day following the end of the previous quarter. Failure to do so may result in the reimbursement request not being considered.

Due dates are as follows:

| | | |
|----------------|------------|----------------------|
| For the period | Jan – Mar: | Apr 15 th |
| | Apr – Jun: | Jul 15 th |
| | Jul – Sep: | Oct 15 th |
| | Oct – Dec: | Jan 15 th |

ARTICLE 6

VACATION

Section 1. Definitions. A four (4) hour vacation shall be any consecutive four (4) hour period except that a four (4) hour vacation must fall within the hours of 0700 and 1900 hours or from 1900 to 2300 hours.

One half (1/2) day vacation shall be a twelve (12) hour scheduled working period from either 0700 hours to 1900 hours or 1900 to 0700 hours.

One (1) day vacation shall be a twenty-four (24) hour scheduled working period from 0700 to 0700 hours.

One (1) week vacation shall be three (3) consecutive twenty-four (24) hour scheduled working periods.

Kelly Day shall be a scheduled working period as provided for in Article IV, Section 2 of this Agreement.

Section 2. 24-Hour Employee Accumulations.

Twenty-four (24) hour bargaining unit employees shall earn vacation by pay period according to the following:

- A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation per pay period at the rate of 5.539 hours per pay period, not to exceed 144 hours per year.
- B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation per pay period at the rate of 8.308 hours per pay period, not to exceed 216 hours per year.

- C. From the beginning of the tenth year of service to the end of the fourteenth year of service, firefighters shall accrue vacation per pay period at the rate of 9.692 hours per pay period, not to exceed 252 hours per year.
- D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation per pay period at the rate of 11.077 hours per pay period, not to exceed 288 hours per year.
- E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 12.462 hours per pay period, not to exceed 324 hours per year.
- F. From the beginning of the twenty-fifth year, and for succeeding years of service, firefighters shall accrue vacation at the rate of 13.846 hours per pay period, not to exceed 360 hours per year.
- G. Maximum Accrual Rate (Effective Date January 31, 2005)
 - 1. A twenty-four (24) hour employee shall be eligible to accrue a maximum of 720 vacation hours.
 - 2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 720 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 360 hours. The amount greater than the 720 hour limit must be used in

the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 3. 8-Hour Employee Accumulations.

- A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation at the rate of 3.696 hours per pay period, not to exceed 96 hours per year.
- B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation at the rate of 4.616 hours per pay period, not to exceed 120 hours per year.
- C. From the beginning of the tenth year of service to the end of the fourteenth year of service, firefighters shall accrue vacation at the rate of 5.536 hours per pay period, not to exceed 144 hours per year.
- D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation at the rate of 6.364 hours per pay period, not to exceed 168 hours per year.
- E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 7.384 hours per pay period, not to exceed 192 hours per year.
- F. From the beginning of the twenty-fifth year of service to the end of the twenty-ninth year of service, firefighters shall accrue vacation at the rate of 8.304 hours per pay period, not to exceed 216 hours per year.
- G. From the beginning of the thirtieth year, and for all succeeding years of service, firefighters shall accrue vacation at the rate of 9.232 hours per

pay period, not to exceed 240 hours per year.

H. Maximum Accrual Rate (Effective Date January 31, 2005)

1. An eight (8) hour employee shall be eligible to accrue a maximum of 480 vacation hours.

2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 480 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 240 hours. The amount greater than the 480 hour limit must be used in the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 4. Accrual Status. An employee must be performing assigned duties or on authorized accrued, paid leave in order to be eligible to accrue vacation time. An employee in a non-pay status such as a leave of absence or suspension shall not accumulate vacation leave for the duration of the non-pay status.

Section 5. Minimum Use and Entitlement. All bargaining unit members will accrue vacation solely on a pay period basis and shall not be allowed to take vacation time in advance of accrual. Accrued vacation may be utilized any time on or after January 1 with approval of the immediate supervisor outside of the bargaining unit.

In case of voluntary resignation, if the member does not give prior written notice of such intent, the member shall forfeit any such accruals. Written notice shall be at

least two (2) weeks prior to the intended resignation.

Vacation choices shall be scheduled at a time desired by the bargaining unit member in minimum four (4) hour increments.

Section 6. Vacation Selections.

A. Advance Draw – 24 Hour Personnel. This provision shall not apply to vacation draws of less than one-half (1/2) day. To receive approval for vacation, advance notice must be given to the appropriate supervisor outside the bargaining unit by 7:00 p.m. on any duty day prior to the requested time off. Members requesting advance draw vacation will be notified as to whether a vacation request has been approved by 9:00 p.m. on the day the request was made. One member from each fire company shall be granted vacation in advance for any given day, if requested, provided there are at least four (4) four-person companies in service each day.

Twenty-four (24) hour Training Officers and Investigators are not included in the number of approved company personnel for advanced draw vacations.

B. On Duty - 24 Hour Personnel. If a member from a company that has no member on approved leave for vacation, Kelly Day or personal day (collectively “approved leave”) on that day and requests vacation, such member shall be considered a First Out. If a member from a company that has a member on approved leave on that day requests vacation, such member shall be considered a Second Out. First Out requests shall have priority over Second Out requests except as follows: For requests between 0600 and 0700 hours (on-duty draws) on that day, a 12 or 24 hours First Out request will take priority over a 4

hour First Out request. After 0700 hours, First and Second Outs will be given the same priority on a first come basis provided management determines staffing is sufficient throughout the department. Members requesting vacation under the provisions of this section must report to their company by 0700 hours, and at that time the Suppression Chief may grant the second person vacation if manning is sufficient throughout the Fire Department. Employees must be at their assigned station and receive approval of their immediate supervisor to make a request. All vacation selections of less than ½ day shall be limited to on duty draws as specified in this section. Bargaining unit members shall be allowed to draw vacation while on duty provided there are at least two (2) four person companies in service.

Training Officers and Fire Investigators are not included in the number of approved company personnel for On-duty draw vacations.

C. Advance Draw – 8 Hour Personnel. A maximum of fifty percent (50%) of 8 hour bargaining unit members in each specialty division may be approved for vacation or compensatory time in advance unless staffing and work activity allows the appropriate member of management in each specialty division to approve additional advance vacation/compensatory time requests.

If a specialty division has an odd number of bargaining unit members, then the number of 8 hour personnel allowed advance draw will be rounded up to the next higher number. Members requesting advance draw vacation shall be notified as to whether the request has been approved by 4:30 p.m. if the member has made such a request by 2:00 p.m.

D. On-Duty Draw - 8 Hour Personnel. 8 hour bargaining unit members will be allowed to draw vacation or compensatory time on duty provided the appropriate member of management in each specialty division determines that staffing and work activity allows vacation/compensatory time requests to be approved.

E. Procedures for Requesting. One vacation choice shall be the use of uninterrupted consecutive hours of vacation accrual.

The senior company member has one (1) first choice opportunity for vacation, either as one-half (1/2) day or days; day or days; week or weeks; or full vacation. The second senior member then takes one (1) choice opportunity of either one-half (1/2) day or days; day or days; week or weeks; or full vacation. The third, fourth, and fifth member then takes one (1) choice opportunity each as stated above. After each member has had the opportunity to take one (1) choice, the senior member starts the same procedure over again. When a member has made one (1) choice, he/she must wait for the rotation of seniority before using seniority to make a second choice.

Any person below the senior member must be shown the courtesy of a reply the same day when he/she asks members his/her senior for a definite answer as to their choice of a certain vacation so time off can be planned.

Twenty-four (24) hour Training Officers shall submit time away from work forms for approval to: 1st. Chief of Training (when available), 2nd. Shift Commander.

Twenty-four (24) hour Investigators shall submit time away from work

forms for approval to: 1st. Deputy Chief of Support Services (when available),
2nd. Shift Commander.

F. Transferred Employees - 24 Hour Personnel. Upon being transferred to a different shift, the employee involved will relinquish all previously drawn vacations, and will pick from open vacation dates at the station of new assignment. He/she will not use seniority to bump a younger member from a vacation previously scheduled for the balance of that particular year.

If an employee is transferred to a different company on the same shift, he/she will retain all previously drawn vacations. He/she will not affect advance draws as specified in Section 6A of this article for the remainder of the current advance draw period.

Section 7. Payment for Unused Vacation. Any firefighter whose employment is terminated, voluntarily or involuntarily, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation not to exceed 720 hours for twenty-four (24) hour personnel and 480 hours for eight (8) hour personnel, except as provided for in Article 6, Section 5. In the event of the employee's death the payment will be made to his/her beneficiary.

An employee who accrues vacation as described in Article 6, Section 2.G.2 or Section 3.H.2., but is unable to use the additional accrual in accordance with either of those provisions shall be paid the amount greater than 720 hours or 480 hours, whichever is applicable, when employment ends or at retirement.

ARTICLE 7

HOLIDAYS

The term "recognized holiday period" shall mean the twenty-four (24) hour period commencing at midnight and ending the midnight following on each of the following days:

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving - Fourth Thursday and the following Friday in November

Christmas Eve Day - December 24

Christmas Day - December 25

Plus special days as the City Council may from time to time designate.

The term "special holiday period" shall mean a twenty-four (24) hour period commencing at midnight and ending the midnight following, other than a recognized holiday period, designated as a holiday for all City employees by the Governing Body of the City of Topeka.

Commencing January 1, 2010, all Bargaining Unit Members called into work while off duty on a holiday shall be paid at a rate of one and one-half (1½) times the holiday rate of pay for each hour worked resulting from such call.

Section 1. Twenty-Four Hour Personnel. All twenty-four (24) hour firefighter personnel shall be paid at a double time rate for each hour worked, on approved vacation, on approved leave with substitute, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement), during a recognized holiday period or a special holiday period.

Section 2. Eight (8) Hour Personnel. All eight (8) hour firefighter personnel shall be paid at a double time rate for each hour worked during a recognized holiday period or a special holiday period, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement).

Whenever any holiday, as defined above, falls on a Saturday the preceding Friday shall be observed as the holiday. Whenever any holiday, as defined above, falls on a Sunday the following Monday shall be observed as the holiday. If consecutive holidays fall on a Friday/Saturday, then the holidays shall be observed on the preceding Thursday and on Friday. If consecutive holidays fall on a Sunday/Monday, then the holidays shall be observed on Monday and the following Tuesday.

ARTICLE 8

SENIORITY

Seniority shall be defined as the status attained by length of continuous service from the date of last hire with the Fire Department. The City recognizes the principle that seniority consideration is giving the employee that has the most years of service invested in his/her job a greater consideration than another employee with less investment.

The Fire Department shall establish and maintain a seniority list. The list shall be brought up-to-date on or about January 1 of each year, and delivered to each Fire Station and Specialty Department. A copy shall be mailed to the Secretary of the Union at the time of distribution. Any objection to the seniority list as posted shall be reported to the Fire Department within thirty (30) days after being posted. The list shall show name, rank, birthday, and seniority date. If two or more employees have the same date of hire, the higher Civil Service entry written test score shall determine the greater seniority. If they have the same test score, the individuals involved will draw numbers to determine the greater seniority.

Seniority shall apply to scheduling of vacation, layoffs, recall, and to promotions as provided in this Agreement.

ARTICLE 9

LAYOFF

Layoff shall be defined as a reduction in staff.

In the event of a layoff, the person to be removed from employment with the department will be determined by the last hired, first to be released as referenced by state law. In the event that two (2) or more firefighters with the same date of hire are to be laid off, the person with the higher seniority shall determine their status for the purpose of this provision.

Employees and the Union shall be given written notice of a pending layoff at least thirty (30) calendar days before the effective date of the layoff.

Call back to work shall occur in reverse order of layoff, provided the individual is available for work within two (2) weeks of notice to return to work. An employee not available within two (2) weeks shall be considered as resigned.

ARTICLE 10

SICK LEAVE

Section 1. Accrual. An employee must be performing assigned duties or otherwise in a pay status to be eligible to accrue sick leave.

Sick leave allowances shall accrue at the rate of 11.077 hours per pay period for twenty-four (24) hour bargaining unit members and at the rate of 3.692 hours per pay period for eight (8) hour bargaining unit members.

Twenty-four (24) hour bargaining unit members hired after January 1st 2010 will receive seventy-two (72) hours of sick leave upon hire and will then accrue additional sick leave at the rate of 5.538 hours per pay period. At the beginning of the fifth year of service, employees hired after January 1, 2010 will begin accruing sick leave at the rate of 8.308 hours per pay period, and at the beginning of the tenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 9.692 hours per pay period. At the beginning of the fifteenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 11.077 hours per pay period.

Section 2. Payment. An employee shall receive hour for hour payment for sick leave usage only if the employee is utilizing sick leave for approved purposes. An employee shall, if eligible, receive his/her full prevailing salary rate for sick leave and shall file appropriate forms with the authorized supervisor as designated by the supervisor. Sick leave shall be available as it is accrued (including during initial probationary periods), but it shall not be allowed in advance of accrual.

The City retains the right to require an injured employee to consult with a physician of the City's choice to determine the employee's ability to perform his/her assigned duties and/or the duties which an injured employee may perform. The City shall be responsible for any costs incurred for the above required consultation and compensate employees for hours worked if not during scheduled work hours, unless such leave is determined to be an improper use of sick leave.

Section 3. Acceptable Use for Twenty-four (24) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness or for the illness of a family member residing in the employee's household. Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 4. Acceptable Use For Eight (8) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness, need for medical, dental, or other routine, diagnostic or remedial treatment for the employee, or for the illness of a family member residing in the employee's household (provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by the appropriate member of management). In non-emergency situations, the employee

shall schedule medical or dental appointments and/or treatments at a time which does not unduly interfere with job related duties and shall notify his/her supervisor as soon as the time of the appointment is known.

Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 5. Misuse Controls. The Union recognizes the importance of sick leave and the obligations of the employees as well as the advantage to them to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to support the City in efforts to eliminate unwarranted or improper use of sick leave.

The City of Topeka may require competent proof of the use of sick leave for a purpose approved within sections 3 or 4 directly above. Proof of the appropriate use of sick leave may be requested at any time a supervisor has a reason to suspect an employee's misuse of sick leave, including, but not limited to the following:

- Repeated use of sick leave in conjunction with regular days off or vacation days or holidays or Kelly days without a physician's statement.
- A pattern of sick leave usage on a particular day or days of the week.
- Use of more sick leave than accrued in any six month period within a given year without notification from Human Resources of qualified

circumstances.

- Use of sick leave when employee is engaged in activities, which indicate ability to perform assigned duties.

An employee with a pattern of consistent or continued unavailability for work shall be referred to the Human Resources Director for review and counseling. Use of sick leave for purposes other than those authorized in sections 3 or 4 above (or pursuant to any State or Federal applicable law) may be an abuse of sick leave subject to progressive discipline. Should discipline be imposed for misuse of sick leave, the employee will not be paid for hours deemed to be misuse.

Section 6. Light Duty Assignment.

A. The City agrees to make light duty work assignments available for members of the bargaining unit, when the member is temporarily unable to perform the essential job functions of his or her assigned position duties due to an on the job injury or illness or a personal health condition. For purposes of this section, pregnancy will be treated as a personal health condition.

Members medically eligible and released by the attending physician for light duty as a result of a non-duty related illness/injury, may report to the Fire Chief's office for assignment to light duty or they may choose to utilize sick leave as provided in this Article, provided however that any such use of sick leave shall require written notification from the attending physician stating that the member is unable to return to full and normal duties.

Employees who sustain a duty related illness/injury shall report his/her release to light duty to the Fire Chief and the Human Resources Department. Failure to report the

release to light duty shall render the member ineligible to utilize the provisions of Section 7 of this Article.

Work restrictions due to illness/injury or personal health condition will be reviewed by the Human Resources Director or designee. Upon approval of the Fire Chief, light duty assignments may be established within specified work restrictions for up to eighteen (18) months. The Human Resources Director or designee may require periodic medical status updates from the treating health care provider as deemed necessary. Such periodic medical status updates shall not be required more frequently than every forty-five (45) days. To continue in light duty assignments, bargaining unit members must comply with requested medical status updates.

While light duty assignments will generally be limited to eighteen (18) months in duration, the Human Resources Director or designee, with concurrence of the Fire Chief, may, based upon a current medical status update, authorize extension of the light duty assignment if there is a specified anticipated time for return to regular position assignment.

An employee not able to return to his or her regular position assignment may be required to apply for a disability retirement. The Human Resources Department will provide assistance as applicable with the disability application process.

Bargaining unit members assigned to light duty shall be assigned to a forty (40) hour work week with specific work assignments determined by the Fire Chief or designee, consistent with Article 4, §1. Bargaining unit members serving light duty assignments shall have salary and benefits based on forty (40) hour wages and benefit provisions. However, the employee on light duty will be allowed to maintain the accrual

balances up to the maximums assigned to his/her regularly assigned position. Hours worked in light duty assignments shall not be considered toward the completion of the initial employment probationary period or the promotional probationary periods for the positions of apparatus operator, lieutenant and captain. Light duty assignments will be considered as continuous service for the purposes of seniority.

In the event a vacancy occurs in a position outside of fire suppression, preference shall be given in filling the position to firefighters injured in the line of duty, provided that the firefighter is fully qualified as determined by management for the available position.

B. The City agrees that any member who becomes pregnant shall be entitled, upon written request by the member and medical verification of pregnancy, to be assigned to appropriate light duty for the duration of such pregnancy and that the terms and conditions of employment for each pregnant member shall be in conformity with all applicable federal and state laws, rules and/or regulations.

Section 7. Illness/Injury on the Job: Related Sick Leave. A firefighter, temporarily totally disabled as the result of an illness or an injury, not caused, created or substantially contributed to by his/her own negligence, and arising out of and in the course of his/her employment, who cannot perform his/her duty may make application to the Fire Chief, or his/her designee, for a waiver of the use of his/her accrued sick leave except for the time after which the member is released for light duty as provided for in Section 6 of this Article. Such application shall include the type of illness/injury sustained, the date the illness/injury occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, an approximate date when the employee shall be returned to full duty, and any other information or documents the Fire Chief, or his/her designee, may request. It shall be at the discretion of the Fire Chief, or his/her designee, to grant such a waiver.

In the event the members petition for a waiver of his/her accrued sick leave is denied by the Fire Chief, or his/her designee, the member may petition the City Manager of the City of Topeka for a waiver of his/her accrued sick leave during the entire period of time he/she is incapacitated and unable to work. The injured employee submitting the petition shall provide one (1) copy to the City Manager, and said petition shall specifically state: the type of illness/injury sustained, the date the illness/injury

occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. Said petition shall be accompanied by a signed statement from the Fire Chief, or his/her designee, stating precisely and clearly the Fire Chief's recommendation for an approval or disapproval of the said petition. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, and an approximate date when the employee shall be returned to full duty. Provided further, that the granting of said petition shall rest within the sole discretion of the City Manager. It is further understood that each petition for illness/injury related sick leave in accordance with the above terms shall be considered on its facts and merits, and the granting or denying of any petition shall not serve as precedent for any future action of the City Manager.

In the event that the firefighter so injured or suffering from sickness is incapacitated and unable to act for himself/herself then and in that event the appropriate application may be submitted by someone other than said firefighter.

Section 8. Sick Leave and Workers' Compensation Reimbursement. Any bargaining unit member injured while in the formal employment of someone other than the City, and the other employer is insured, shall reimburse the City for any losses sustained by the City through sick leave or other paid leave use, provided a Workers' Compensation settlement is consummated between the employee and the other

employer. The amount reimbursed will not exceed the amount of the settlement or the amount in pay lost to the City whichever is less. Upon the City's receipt of reimbursement for sick leave usage, sick leave time will be reinstated to the employee's sick leave accrual.

Section 9. Sick Leave Payment Upon Retirement or Death. Firefighters shall, upon their retirement or death, be paid for accrued sick leave not to exceed forty-five (45) days in 1997, fifty (50) days in 1998 and fifty-five (55) days beginning January 1, 1999 according to the following formula:

$$\text{Number of days} \times 8 \times \text{monthly salary} = \text{Amount paid}$$

173.33

Payment for accrued sick leave shall be made to the firefighter in a lump sum on retirement or paid to his/her beneficiary in the event of the death of a firefighter before his/her retirement. For the purpose of this section retirement shall be defined as, a member has a vested pension in the KP&F retirement system.

Additionally, commencing January 1, 2010, Firefighters shall, upon their retirement or death, be paid an additional accrued sick leave incentive for all remaining hours of accrued sick leave over and above the 55 day formula described above using the following formula: One dollar (\$1.00) per hour multiplied by the total remaining hours of accrued sick leave.

Section 10. Perfect Attendance Incentive. Commencing January 1, 2013 (or from last utilization), if sick leave is not utilized for a period of one-hundred twenty (120) consecutive days, bargaining unit members shall be entitled to receive one (1) additional personal day not to exceed three (3) days per calendar year. The bargaining unit member has the option of exchanging the Personal Day for one day of pay at his or her regular hourly rate of pay, but only if the bargaining unit member submits a written request to receive payment within fourteen (14) days after the personal day is earned. Commencing January 1, 2015 of this Agreement, if sick leave is not utilized for a period of ninety (90) consecutive days, bargaining unit members shall be entitled to receive one (1) additional personal day not to exceed four (4) days per calendar year. The bargaining unit member has the option of exchanging the Personal Day for one day of pay at his or her regular hourly rate of pay, but only if the bargaining unit member submits a written request to receive payment within fourteen (14) days after the personal day is earned.

For purposes of this section, "last utilization" ends on the calendar day when the bargaining unit member calls off the sick list.

For the purpose of this section, sick leave waived under the provisions of Section 7. Illness/Injury on the Job: Related Sick Leave of this article will not count against perfect attendance eligibility.

Bargaining unit members shall have one year from the date a Personal Day is earned under this provision to schedule and use such Personal Day; otherwise, it will be forfeited.

Section 11. Medical Certification.

Twenty-four (24) hour personnel absent on Sick Leave for more than forty-eight (48) consecutive scheduled hours and eight (8) hour personnel absent on Sick Leave for more than three consecutive work days shall require medical certification prior to returning to work.

In order to obtain approval for returning to work, employees shall submit to the Fire Chief's office, prior to the start of their assigned shift, the necessary certification/paperwork. For the purpose of this Section, such certification shall normally consist of a note on an original letterhead signed by a physician or other bona fide health care professional indicating that the employee has been under that provider's care during the period in question and is cleared to return to duty.

All forms, including a detailed description of the steps necessary for an employee to return to duty, will be available at every fire station or other work location. Administrative staff, company officers, and chief officers shall be responsible for insuring that current forms are available; that outdated versions are removed; and that employees adhere to the specified procedures.

ARTICLE 11

EMERGENCY LEAVE

Section 1. Death of an Immediate Family Member. In the event of death in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee shall be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days per incident. The three consecutive calendar days may commence at any time, as determined by the employee, following the death of a family member, (as defined below), but in no event may the three consecutive calendar days begin later than the actual day of the funeral.

The term immediate family as used in this section shall include the member's spouse, children, sons-in-law, daughters-in-law, legal step children, parents, step parents, grandparents, grandchildren, sibling(s), first aunts or uncles, spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchildren, spouse's sibling(s), or any member of the immediate household having permanently resided under the same roof.

If requested by the Fire Chief, or his/her designee, the employee may be required to produce evidence of the death of the immediate family member.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee a paid leave to attend the funeral of anyone other than the immediate family as defined in this section.

If a bargaining unit member is on approved leave and a death of an immediate family member occurs, the member, at their option, may cancel their approved leave

and be placed on emergency leave.

Any employee who has misrepresented a death in the immediate family, as defined above, shall be subject to disciplinary action.

Section 2. Serious Illness of an Immediate Family Member. In the event of a serious illness in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee may be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days, per incident.

The term "serious illness" as used in this section shall be defined as a condition which requires hospitalization and continuous professional medical care of the employee's immediate family as defined in Section 1 of this Article, and shall be determined by the attending physician as a condition which, in his/her opinion, is serious.

If requested by the Fire Chief or his/her designee, the employee may be required to produce evidence of a serious illness of the immediate family member.

Any employee who has misrepresented a serious illness in the immediate family as defined above shall be subject to disciplinary action.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee a paid leave for a serious illness of anyone other than the immediate family as defined in this section.

ARTICLE 12

PERSONAL LEAVE DAYS

Two (2) personal leave days per year will be granted each member of the bargaining unit beginning January 1, 1998. Newly hired employees will receive both days if hired before July 1; if hired on or after July 1, employee will receive one (1) day for that year. The personal leave days will be selected in accordance with Article 6, Section 6, of this Agreement, to be used in the calendar year granted or lost.

ARTICLE 13

MISCELLANEOUS LEAVES

Section 1. Court Appearance. A bargaining unit employee called to serve on jury duty, or subpoenaed to serve as a court witness, provided that the employee is not a plaintiff in a non job related civil matter, shall be paid in an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror (or an employee may sign witness/juror fees over to the City in order to receive regular pay).

An employee on this leave shall return to work for the balance of a work day if the employee is excused from a jury panel or from serving jury duty.

Code enforcement officials or other employees appearing in their typical employment capacity shall be paid for court appearances pursuant to Fire Department rules and regulations governing such situations.

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a plaintiff in a non job related civil matter or if an employee appears as a voluntary expert witness.

An employee appearing in court under this provision may retain any travel, lodging and/or meal reimbursement.

Section 2. Voting Time. A bargaining unit member eligible and registered to vote in a primary, general, or special election held within the state of Kansas shall, on the day of such election, be entitled to leave from duty (if on duty) such that the employee would be allowed two (2) consecutive hours of voting time between the opening and closing time of the polls.

This section shall not apply to a voter on the day of an election if there are two (2) consecutive hours while the polls are open during which the employee is not on duty.

A duly authorized supervisor may specify any two (2) consecutive hours during which an employee may be granted to vote with paid leave if the employee is eligible.

Section 3. Military Leave.

A. Temporary Training Period. A bargaining unit member who is a member of a military reserve organization or National Guard unit shall be entitled to a paid leave as hereinafter provided. If such assignment would substantially interfere with execution of duties in the public interest, the member may be encouraged to request a rescheduling of any such training/assignment. A maximum reimbursement for any military leave shall be the difference between the base pay a bargaining unit member would normally receive in one (1) period and the amount received from the military. There shall be no City reimbursement if the military pay is equal to or greater than City pay. For a typical eight (8) hour employee, for the purpose of calculating the maximum allocation, the pay period would be a maximum of ten (10) working days of eight (8) hours per day excluding any overtime consideration; and for twenty-four (24) hour employees, a maximum of six (6) shifts of base pay, less the military pay. Provided, however, these maximum amounts shall be less than the full possible allocation in the event the individual is assigned to less training proportionately. A bargaining unit member shall be reimbursed only for those days he/she would normally have been assigned to work during the time of the military assignment.

The member shall provide, within thirty (30) days of returning to duty with the

City, an unaltered copy of the military pay stub and any other appropriate documentation of orders to attend any training, citation of the training and any related information as may be required to fully clarify the absence.

No City compensation shall be allowed for any persons called to active or extended military service, provided that in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize City reimbursement for the duration of such active service not to exceed the difference in City and military pay as stated herein.

B. Extended Military Assignment. All requests for military leave in excess of thirty (30) calendar days must receive prior approval by the City Manager. An employee may have entitlement to a position with the City following completion of a military assignment, pursuant to applicable state and/or federal laws governing such leave. It should be noted that the intent of this provision, unless superseded by state or federal law, it is not to encourage voluntary induction into the service for the purpose of exploring a different career opportunity. In case of involuntary conscription, the absences may be considered as a leave of absence without pay, and the employee may be allowed to continue in employment following completion of such service (at a point in the salary and benefit structure where the employee left the City) unless he/she opts to formally resign from a position, at which point all obligations by the City would cease.

Section 4. Seminars and Schools. Employees may make application for leave to attend job related schools or seminars in accordance with the following guidelines:

1. The request must be submitted to the Fire Chief or his/her designee, in writing, thirty days in advance of the school or seminar.
2. Justification for attendance, including an explanation of the benefit to be derived by the Fire Department, must be included with the request.
3. The request must include literature detailing program content and dates of the school or seminar.
4. The employee must identify scheduled days of work that will be missed, including the total number of hours away from work. No deductions shall be made from a member's accrued leave while the member is attending a school or seminar approved by the Department pursuant to the provisions of this Section.
5. The request must state the total cost of attendance, including a detailed breakdown of costs.
6. Leave granted for the attendance of schools or seminars shall be counted as hours worked for the purpose of calculating overtime.
7. Requests for leave to attend schools or seminars which are not in compliance with this section shall be denied.

All applications will be considered on a fair and equal basis by the Fire Chief or his/her designee. Replies from the Fire Chief or his/her designee, shall be in writing, to the requesting employee, within two (2) weeks of the application; provided however, a failure to reply within the two (2) week period shall be construed to be a denial of the request. Denials shall contain the reasons therefore.

Section 5. Parental Leave. The City agrees to comply with all provisions of the Family and Medical Leave Act (FMLA). Under the FMLA, parental leave is defined as up to 12 weeks of unpaid leave in a 12-month period for one or more of the following reasons:

- Leave for the birth of a son or daughter, and to care for the newborn child. Leave to care for a newborn child must conclude within 12 months after the birth.
- Leave for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child. Leave to care for a newly placed child must conclude within 12 months after placement.
- Leave to care for a child with a serious health condition, as defined by the FMLA.

ARTICLE 14

HEALTH/SAFETY

Section 1. Aerial and Snorkel Apparatus Tests. 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.

The employer agrees to perform, as specified by the manufacturer, maintenance evaluations of all aerial and snorkel apparatus of the Fire Department. Such apparatus must meet performance tests as specified by the manufacturer of the apparatus. Any unsafe condition shall be corrected prior to reuse. Apparatus found to not 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 2. Self-Contained Breathing Apparatus (SCBA). The employer agrees that all maintenance and repairs of self-contained breathing apparatus (SCBA) shall be performed only by personnel certified by the distributor and/or manufacturer of such equipment, and such repairs and repair parts shall meet or exceed current N.F.P.A. minimum standards. The employer further agrees that all future purchases of SCBA shall meet or exceed current N.F.P.A. minimum standards.

There shall be an air quality test performed on all high pressure air compressors used for the purpose of filling SCBA. This test shall be performed quarterly.

Section 3. Safety Equipment. Protective devices and other equipment necessary to protect employees from accidents and health hazards shall be provided by the department. The department shall assess a fair and reasonable charge to cover

loss resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing. At the time of purchase, protective clothing and devices shall meet or exceed current minimum N.F.P.A. standards.

1 pair suspenders

1 bunker coat

1 pair bunker pants

1 pair boots

1 helmet and suspension

2 hoods

2 pair gloves

1 SCBA face mask

Damaged or worn out protective devices or safety equipment shall be replaced by the department upon proof and/or return by the bargaining unit member to his/her appropriate supervisor.

Section 4. Safety Committee. The safety committee shall be comprised of three (3) members from management who are appointed by the Fire Chief and three (3) members from the bargaining unit who are appointed by the Union President. Both parties agree that the safety committee will meet on a regular basis and further it is agreed

that recommendations of this committee will be forwarded to the Fire Chief, or his/her designee, who shall evaluate them and provide a response back to the committee.

Section 5. Employee Safety. The City further agrees to not place an employee, including, but not limited to, specialty to suppression transfers, into any position for which they are not qualified and capable of fulfilling the duties assigned.

Both parties agree that this issue directly affects the safety and welfare of all bargaining unit members.

Section 6. Employee Health. The City agrees to provide information on all communicable diseases and work place hazards to which employees may have routine exposure as such information is made available. Information provided shall include but not be limited to symptoms, modes of transmission, methods of self protection, proper workplace procedures and special precautions. The City further agrees to provide, at no cost to the employee, immunization against communicable diseases to bargaining unit employees who request such immunizations. The Fire Chief or his/her designee shall provide a listing of the types of immunizations, mutually agreed to by the City and the Union, which are available to the employees.

ARTICLE 15

WAGES

Section 1. Each employee within the bargaining unit shall be paid pursuant to the below listed wage schedules.

Commencing January 1, 2013, there shall be a one percent (1%) wage increase in overall bargaining unit salaries. Commencing July 1, 2013, an additional one percent (1%) wage increase shall be applied in overall bargaining unit salaries. Commencing January 1, 2014, there shall be a three percent (3%) wage increase in overall bargaining unit salaries. Commencing January 1, 2015, there shall be a two percent (2%) wage increase in overall bargaining unit salaries. (See Wage Tables).

The following section shall only apply in the event of severe budget shortfalls caused by unforeseen external national and/or regional economic forces beyond the control of the City. In the unlikely event the City experiences said budget shortfalls that, if not resolved during the budget year, would result in the layoff of bargaining unit members herein and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Art. 15 Section 1 of this Agreement for calendar years 2014 or 2015.

2013 IAFF WAGE TABLE
1.0% Across the Board Increase
Effective January 1, 2013
Base Rate of Pay

| TITLE | HOURLY RATE | BI-WEEKLY | MONTHLY RATE |
|------------------------------|--------------------|------------------|---------------------|
| 24 Hour Positions | | | |
| FIREFIGHTER 3RD CLASS | 12.7330 | 1359.4927 | 2945.5674 |
| FIREFIGHTER 2ND CLASS | 14.8838 | 1589.1319 | 3443.1191 |
| FIREFIGHTER 1ST CLASS | 15.5650 | 1661.8631 | 3600.7034 |
| ADVANCED FIREFIGHTER | 18.1658 | 1939.5485 | 4202.3551 |
| APPARATUS OPERATOR | 20.1234 | 2148.5600 | 4655.2132 |
| LIEUTENANT | 21.9733 | 2346.0724 | 5083.1568 |
| CAPTAIN | 24.4200 | 2607.3047 | 5649.1600 |
| TRAINING OFFICER I | 21.9732 | 2346.0617 | 5083.1336 |
| TRAINING OFFICER II | 22.1446 | 2364.3620 | 5122.7842 |
| TRAINING OFFICER III | 24.4201 | 2607.3153 | 5649.1832 |
| INVESTIGATOR I | 21.9732 | 2346.0617 | 5083.1336 |
| INVESTIGATOR II | 22.1446 | 2364.3620 | 5122.7842 |
| INVESTIGATOR III | 24.4201 | 2607.3153 | 5649.1832 |
| 8 Hour Positions | | | |
| INSPECTOR I | 29.3258 | 2346.0640 | 5083.1387 |
| INSPECTOR II | 29.5545 | 2364.3600 | 5122.7800 |
| INSPECTOR III | 32.5914 | 2607.3120 | 5649.1760 |
| PUBLIC EDUCATION OFFICER I | 29.3258 | 2346.0640 | 5083.1387 |
| PUBLIC EDUCATION OFFICER II | 29.5545 | 2364.3600 | 5122.7800 |
| PUBLIC EDUCATION OFFICER III | 32.5914 | 2607.3120 | 5649.1760 |
| COMMUNICATION OFFICER I | 29.3258 | 2346.0640 | 5083.1387 |
| COMMUNICATION OFFICER II | 29.5545 | 2364.3600 | 5122.7800 |
| COMMUNICATION OFFICER III | 32.5914 | 2607.3120 | 5649.1760 |

2013 IAFF WAGE TABLE
1.0% Across the Board Increase
Effective July 1, 2013
Base Rate of Pay

| TITLE | HOURLY RATE | BI-WEEKLY | MONTHLY RATE |
|------------------------------|--------------------|------------------|---------------------|
| 24 Hour Positions | | | |
| FIREFIGHTER 3RD CLASS | 12.8604 | 1373.0951 | 2975.0392 |
| FIREFIGHTER 2ND CLASS | 15.0327 | 1605.0299 | 3477.5646 |
| FIREFIGHTER 1ST CLASS | 15.7207 | 1678.4871 | 3636.7220 |
| ADVANCED FIREFIGHTER | 18.3475 | 1958.9485 | 4244.3884 |
| APPARATUS OPERATOR | 20.3247 | 2170.0526 | 4701.7806 |
| LIEUTENANT | 22.1931 | 2369.5403 | 5134.0038 |
| CAPTAIN | 24.6642 | 2633.3777 | 5705.6516 |
| TRAINING OFFICER I | 22.1930 | 2369.5296 | 5133.9807 |
| TRAINING OFFICER II | 22.3661 | 2388.0113 | 5174.0245 |
| TRAINING OFFICER III | 24.6644 | 2633.3991 | 5705.6979 |
| INVESTIGATOR I | 22.1930 | 2369.5296 | 5133.9807 |
| INVESTIGATOR II | 22.3661 | 2388.0113 | 5174.0245 |
| INVESTIGATOR III | 24.6644 | 2633.3991 | 5705.6979 |
| 8 Hour Positions | | | |
| INSPECTOR I | 29.6191 | 2369.5280 | 5133.9774 |
| INSPECTOR II | 29.8501 | 2388.0080 | 5174.0174 |
| INSPECTOR III | 32.9174 | 2633.3920 | 5705.6827 |
| PUBLIC EDUCATION OFFICER I | 29.6191 | 2369.5280 | 5133.9774 |
| PUBLIC EDUCATION OFFICER II | 29.8501 | 2388.0080 | 5174.0174 |
| PUBLIC EDUCATION OFFICER III | 32.9174 | 2633.3920 | 5705.6827 |
| COMMUNICATION OFFICER I | 29.6191 | 2369.5280 | 5133.9774 |
| COMMUNICATION OFFICER II | 29.8501 | 2388.0080 | 5174.0174 |
| COMMUNICATION OFFICER III | 32.9174 | 2633.3920 | 5705.6827 |

2014 IAFF WAGE TABLE
3.0% Across the Board Increase
Effective January 1, 2014
Base Rate of Pay

| TITLE | HOURLY RATE | BI-WEEKLY | MONTHLY RATE |
|------------------------------|--------------------|------------------|---------------------|
| 24 Hour Positions | | | |
| FIREFIGHTER 3RD CLASS | 13.2463 | 1414.2973 | 3064.3108 |
| FIREFIGHTER 2ND CLASS | 15.4837 | 1653.1828 | 3581.8960 |
| FIREFIGHTER 1ST CLASS | 16.1924 | 1728.8501 | 3745.8419 |
| ADVANCED FIREFIGHTER | 18.8980 | 2017.7250 | 4371.7374 |
| APPARATUS OPERATOR | 20.9345 | 2235.1605 | 4842.8477 |
| LIEUTENANT | 22.8589 | 2440.6272 | 5288.0256 |
| CAPTAIN | 25.4042 | 2712.3869 | 5876.8383 |
| TRAINING OFFICER I | 22.8588 | 2440.6165 | 5288.0024 |
| TRAINING OFFICER II | 23.0371 | 2459.6535 | 5329.2492 |
| TRAINING OFFICER III | 25.4044 | 2712.4083 | 5876.8846 |
| INVESTIGATOR I | 22.8588 | 2440.6165 | 5288.0024 |
| INVESTIGATOR II | 23.0371 | 2459.6535 | 5329.2492 |
| INVESTIGATOR III | 25.4044 | 2712.4083 | 5876.8846 |
| 8 Hour Positions | | | |
| INSPECTOR I | 30.5077 | 2440.6160 | 5288.0014 |
| INSPECTOR II | 30.7457 | 2459.6560 | 5329.2547 |
| INSPECTOR III | 33.9050 | 2712.4000 | 5876.8667 |
| PUBLIC EDUCATION OFFICER I | 30.5077 | 2440.6160 | 5288.0014 |
| PUBLIC EDUCATION OFFICER II | 30.7457 | 2459.6560 | 5329.2547 |
| PUBLIC EDUCATION OFFICER III | 33.9050 | 2712.4000 | 5876.8667 |
| COMMUNICATION OFFICER I | 30.5077 | 2440.6160 | 5288.0014 |
| COMMUNICATION OFFICER II | 30.7457 | 2459.6560 | 5329.2547 |
| COMMUNICATION OFFICER III | 33.9050 | 2712.4000 | 5876.8667 |

2015 IAFF WAGE TABLE
2.0% Across the Board Increase
Effective January 1, 2015
Base Rate of Pay

| TITLE | HOURLY RATE | BI-WEEKLY | MONTHLY RATE |
|------------------------------|--------------------|------------------|---------------------|
| 24 Hour Positions | | | |
| FIREFIGHTER 3RD CLASS | 13.5113 | 1442.5912 | 3125.6141 |
| FIREFIGHTER 2ND CLASS | 15.7934 | 1686.2492 | 3653.5399 |
| FIREFIGHTER 1ST CLASS | 16.5163 | 1763.4327 | 3820.7708 |
| ADVANCED FIREFIGHTER | 19.2760 | 2058.0837 | 4459.1814 |
| APPARATUS OPERATOR | 21.3532 | 2279.8648 | 4939.7070 |
| LIEUTENANT | 23.3161 | 2489.4421 | 5393.7912 |
| CAPTAIN | 25.9123 | 2766.6364 | 5994.3788 |
| TRAINING OFFICER I | 23.3160 | 2489.4314 | 5393.7680 |
| TRAINING OFFICER II | 23.4979 | 2508.8528 | 5435.8476 |
| TRAINING OFFICER III | 25.9125 | 2766.6577 | 5994.4250 |
| INVESTIGATOR I | 23.3160 | 2489.4314 | 5393.7680 |
| INVESTIGATOR II | 23.4979 | 2508.8528 | 5435.8476 |
| INVESTIGATOR III | 25.9125 | 2766.6577 | 5994.4250 |
| 8 Hour Positions | | | |
| INSPECTOR I | 31.1179 | 2489.4320 | 5393.7694 |
| INSPECTOR II | 31.3607 | 2508.8560 | 5435.8547 |
| INSPECTOR III | 34.5831 | 2766.6480 | 5994.4040 |
| PUBLIC EDUCATION OFFICER I | 31.1179 | 2489.4320 | 5393.7694 |
| PUBLIC EDUCATION OFFICER II | 31.3607 | 2508.8560 | 5435.8547 |
| PUBLIC EDUCATION OFFICER III | 34.5831 | 2766.6480 | 5994.4040 |
| COMMUNICATION OFFICER I | 31.1179 | 2489.4320 | 5393.7694 |
| COMMUNICATION OFFICER II | 31.3607 | 2508.8560 | 5435.8547 |
| COMMUNICATION OFFICER III | 34.5831 | 2766.6480 | 5994.4040 |

Section 2. Compensation for Extra Hours Worked.

A. Call-Back Pay. As used in this Section, "Call-Back" shall mean calling in personnel from off-duty for the purpose of minimum staffing of companies.

All Bargaining Unit Members called into work while off duty shall be paid at a rate of one and one-half (1½) times the regular rate of pay for each hour worked resulting from such call. All Bargaining Unit members shall be called back through use of a voluntary callback list within their division. There shall be a minimum of three (3) hours pay for each such call. In no event shall any Bargaining Unit Member receive call-back pay as provided in this article unless he/she is called into work by the Fire Chief or his/her designee. It shall be understood that multiple call-backs may occur within any three (3) hour period, but the employee shall be restricted to one (1) paid call-back per list rotation.

Twenty-Four (24) hour Firefighters called back to duty shall be done by a voluntary call-back list. Call back to duty shall be done by seniority, by shift, using first, the list of the shift not scheduled to work the next calendar day and then the list of the shift scheduled to work the next calendar day. Twenty-Four (24) hour Firefighters shall be qualified for the position that needs to be filled. Bargaining unit members, as agreed upon by Management and the Local, may add or remove their name from the voluntary call-back list by making written notification to their Battalion Chief, who will coordinate with the Shift Commander to add or remove the name of the member to, or from, the call-back list within three (3) working days of receiving such notification.

When twenty-four (24) hour firefighters need to be called back to duty for

shift coverage, management will start at the top of the appropriate voluntary call-back list to fill the opening. When a call-back occurs again management shall start where they left off before. The calling will be done by the Shift Commander, Battalion Chief, or designee.

Twenty-four (24) hour Training Officers and Investigators shall not be allowed to add their names to the voluntary call-back list used to call back twenty-four (24) hour Firefighters or be allowed to be called back to fill positions for suppression Firefighters.

If management is unable to fill the necessary slot to meet required staffing through the voluntary call back procedure, which includes all off-duty personnel on the voluntary call-back list, then mandatory call back will be initiated beginning with the least senior qualified person and proceeding up the list until the slot is filled.

B. Overtime for Twenty-Four Hour Shift Employees. Twenty-four (24) hour shift employees (also referred to as suppression employees) who work in excess of a twenty-four (24) hour shift due to Holdover shall be paid at a rate of one and one-half (1½) times the regular rate of pay for the additional hours actually worked.

For the purpose of this section, employees who are absent from work due to the use of any earned and/or authorized paid leave shall be eligible for overtime when working in excess of a twenty-four (24) hour shift due to Holdover or Call-back as described above.

Twenty-four (24) hour firefighters who work while off duty, but not for the

purpose of being called in to staff apparatus, shall be paid at the rate of one and one-half (1½) times the regular rate of pay for each hour worked and shall receive compensation for a minimum of one (1) hour, or actual time worked, whichever is greater.

C. Overtime for Eight (8) Hour Employees. Eight (8) hour bargaining unit members, also referred to as eight (8) hour employees, who work in excess of forty (40) hours per week shall be paid at a rate of one and one-half (1½) times the regular rate of pay.

Functions eligible for one (1) hour minimum overtime pay, i.e., one and one-half (1½) times the regular rate of pay, or actual time worked, whichever is greater, include:

- Eight (8) hour personnel called in (not scheduled in advance) after hours;
- Off-duty personnel used for specialized functions or events (including, but not limited to, conducting physical agility tests, recruiting, etc.); and
- Approved time for meetings, court appearances, and the like.

Eight (8) hour personnel scheduled in advance to work after normal hours shall be paid for the actual time worked at a rate of one and one-half (1½) times the regular rate of pay.

D. Overtime Generally.

In order to be considered as valid overtime, the work and the time of performing it must be assigned and approved by the bargaining unit member's duly authorized supervisor.

A bargaining unit member may be required by his/her duly authorized supervisor to work overtime. Whenever possible, overtime assignments will be equalized among members of a working unit (consisting of qualified employees who would be most effective and efficient in completing work assignments on an overtime basis as promptly and effectively as possible).

Off-duty personnel used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, shall be scheduled based on qualification, availability, interest, and specific needs of the Department.

When on-duty personnel are used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, and it is necessary to back-fill positions, the call-back list and call-back procedures shall be utilized.

Any bargaining unit member found to be misusing and/or manipulating work assignments, schedules, and/or time off provisions in order to enable overtime assignment to himself/herself or to another employee, shall be subject to disciplinary action.

Section 3. Standby. The Bargaining Unit Members required to be on standby shall be determined by the Fire Chief, or his/her designee,, who shall may prepare a roster of employees assigned to standby. Assignments shall be posted on accessible bulletin boards of each facility.

All personnel assigned to standby shall be required to be easily reached and ready to work during the time they are on standby.

Safety equipment and procedures shall be used as during normal working hours.

Employees required to be on standby shall be provided a Fire Department vehicle,-subject to availability, at the Fire Chief's discretion.

A standby duty "period" shall be (normally) twenty-four (24) hours in duration, rotated among qualified employees. Eight (8) hour personnel shall not normally be on standby except when those temporary conditions warrant as determined by Members of Management. Eight (8) hour personnel required to be on standby shall accrue three (3) hours of compensatory time for every standby period. Twenty-four (24) hour personnel shall not normally be on standby nor be eligible for standby compensation except in a declared emergency. In the event that a twenty-four (24) hour employee is required to be on standby, he/she shall receive two (2) hours compensatory time for every twenty-four (24) hour period. Accrual limits of Compensatory time shall be governed by Section 9 of this Article.

An employee shall be removed from standby duty if deemed incapable by his/her supervisor, due to illness, or other sanctioned, cleared emergency as determined by the Fire Chief, or his/her designee.

Section 4. Advanced Education/Haz-Mat/Tech Compensation.

Any

Bargaining Unit Member who has completed his/her probationary period and who has obtained an Associates Degree, Bachelors Degree, or Masters Degree and who has received at least a 2.0 overall grade point average shall qualify to receive additional compensation according to the following schedule:

\$20 per month for Associates Degree;

\$25 per month for Bachelors Degree; or

\$30 per month for Masters Degree.

Effective January 1, 2012 and thereafter any Bargaining Unit Member who has completed his/her probationary period and who has obtained an Associates' Degree, Bachelors Degree, or Masters Degree and who has received at least a 2.0 overall grade point average shall qualify to receive additional compensation according to the following schedule:

\$25 per month for Associates Degree;

\$50 per month for Bachelors Degree; or

\$60 per month for Masters Degree.

Effective January 1, 2012 and thereafter any Bargaining Unit member that receives or has received national certification for Haz-Mat Tech or national certification for structural collapse and on file with the Topeka Fire Department will receive additional pay according the following schedule, provided however, that no Member shall be eligible to receive additional pay for more than one national certification at any one time with a maximum of six hundred dollars (\$600) per year:

\$50.00 per month for Haz-Mat Tech

\$50 per month for Structural Collapse

Section 5. Health Insurance.

A. The Employer and the Union have agreed to cost-sharing for healthcare benefits as set forth within City of Topeka Contract No. 42395, Joint Memorandum of Agreement, a copy of which is attached hereto as Attachment A.

B. All retired bargaining unit members will be allowed to transfer to the City's Group Health Plan in accordance with K.S.A. 12-5040.

Section 6. Cafeteria Benefit Plan. The City agrees that bargaining unit members may be members of the existing city cafeteria benefit plan, established and recognized as a qualified I.R.S. section 125 plan; bargaining unit members shall have the same benefits, rights and obligations as all other city employees who are members of this plan, and will be subject to the same changes in the plan that may be made which would effect those other employees.

Section 7. Longevity. All bargaining unit members who regularly work a forty (40) hour work week shall receive longevity at the rate of ten cents (\$.10) per hour after five (5) consecutive years of uninterrupted service and four cents (\$.04) per hour for each additional year of continuous service up to a maximum of one dollar and ten cents (\$1.10) per hour.

All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at the rate of seven and one-half cents (\$.0750) per hour after five (5) consecutive years service and three cents (\$.03) per hour for each additional year of uninterrupted service up to a maximum of eighty-two and one half cents (\$.8250) per hour.

Beginning January 1 2011, all bargaining unit members who regularly work a

forty (40) hour work week shall receive longevity at a rate of twenty cents (\$.20) per hour after five (5) consecutive years of uninterrupted service and eight cents (\$.08) per hour for each additional year of continuous service up to a maximum of two dollars and twenty cents (\$2.20) per hour. All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at a rate of fifteen cents (\$.15) per hour after five (5) years of consecutive years of service and six cents (\$.06) per hour for each additional year of uninterrupted service up to a maximum of one dollar and sixty five cents (\$1.65) per hour.

Beginning January 1 2012, all bargaining unit members who regularly work a forty (40) hour work week shall receive longevity at a rate of thirty cents (\$.30) per hour after five (5) consecutive years of uninterrupted service and twelve cents (\$.12) per hour for each additional year of continuous service up to a maximum of three dollars and thirty cents (\$3.30) per hour. All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at a rate of twenty-two and one-half cents (\$.225) per hour after five (5) years of consecutive years of service and nine cents (\$.09) per hour for each additional year of uninterrupted service up to a maximum of two dollars and forty-seven and one-half cents (\$2.475) per hour.

Section 8. Out of Classification Pay. When a Captain is designated by management to fill a Battalion Chief vacancy, the Captain shall work in the higher level capacity and shall be compensated for hours worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties of Battalion Chief, commencing in 2014.

The four most senior Captains assigned to each shift shall take turns filling the

temporary vacancies of Battalion Chiefs. This will provide an even amount of opportunity to gain skill and experience in this out-of-class position. In the event that the four most senior Captains assigned to the shift are unavailable to fill a Battalion Chief vacancy, the most senior non-probationary Captain who is available and on duty will be assigned to the Out of Classification position.

A form letter will be completed by each non-probationary Captain to opt-out to fill a Battalion Chief vacancy, if they so choose. For calendar year 2013, letters will be submitted through the chain of command to the Deputy Chief of Operations by January 31, 2013. For calendar year 2014 and beyond, letters will be submitted by end of business December 31 of the previous year. Failure to complete the form letter by the deadlines established above will be considered an "opt-in". This election will be in effect for the following calendar year. A Captain that has chosen to opt-out will only be able to change their election at year end to be effective for the following calendar year.

Commencing January 1, 2014, if for more than six (6) consecutive shifts, an apparatus operator is absent for reasons other than vacation, personal leave, or Kelly Day, any lower ranked bargaining unit member who assumes the duties of the apparatus operator shall be compensated for hours worked at the rate of an additional \$2.00 per hour for the added duties.

Section 9. Compensatory Time. Compensatory time shall be accrued at a rate equivalent to the overtime rate. A maximum of one hundred-sixty (160) hours of compensatory time earned will be allowed to accrue for eight hour employees and a maximum of one hundred-forty-four (144) hours of compensatory time shall be allowed to accrue for twenty-four (24) hour employees. Officers do not have to take this time,

but may carry it over from year to year. An officer may at his/her sole discretion choose between taking overtime in pay or compensatory time at the time it is earned, provided that the Fire Chief or his/her designee may at his/her discretion, designate in advance compensatory time or pay for voluntary assigned overtime to enable control over staffing and budget allocation. Once an officer has elected to take overtime in compensatory time, there shall be no entitlement to receiving payment for said time other than in the form of approved leave. Utilization of compensatory time shall be scheduled with the approval of the appropriate member of management.

An employee in an eight (8) hour position moving to a twenty-four (24) hour position may carry over a maximum of one hundred forty-four (144) hours of compensatory time. Any hours above the maximum one hundred forty-four (144) hours will be paid to the employee at the appropriate rate.

Section 10. Uniforms.

A. Original Issue. The City agrees to provide and maintain without cost to the employee, the following clothing to all firefighters upon hire:

FOR SUPPRESSION AND TRAINING

4 pair trousers

1 work jacket plus liner

3 short sleeve shirts OR 3 long sleeve shirts OR

a combination of both not to exceed 3 total

6 t-shirts

2 pairs non-safety footwear

1 belt

2 sweat shirts

4 shorts

1 winter coat (Training Officers only)

1 pair coveralls (Training Officers – only upon request)

In the event that a bargaining unit member transfers from suppression to forty (40) hour specialty, the City agrees to furnish:

FOR INSPECTION AND PEO

4 white shirts - long sleeve

4 white shirts - short sleeve (or combination of both, not to exceed (8) total)

4 pairs of semi-dress, washable slacks

2 Class A jackets, dress (PEO only)

1 winter coat

FOR INVESTIGATORS

4 pair trousers

1 work jacket plus liner

3 short sleeve shirts OR 3 long sleeve shirts OR

A combination of both not to exceed 4 total

6 t-shirts

1 pair non-safety footwear

1 belt

2 sweat shirts

1 complete Class A dress uniform

B. Cleaning. The City agrees to provide dry cleaning of all non-washable

clothing not to include civilian or personal clothing as follows:

1. Bargaining unit members in forty (40) hour Specialty Departments: Maximum of two (2) pair of pants per week, one (1) Class A dress jacket per month and one (1) tie per month.

2. All firefighters: One (1) dress uniform per year including one (1) tie.

C. Reimbursement. Investigators shall receive one hundred fifty dollars (\$150) per year for clothing reimbursement for civilian attire. Payment to Investigators shall be made on their last paycheck of the year.

D. Repair and Replacement. The Department shall be responsible for the repair and/or replacement of department issued uniform items no longer suitable for wear due to physical damage, contamination, aging, discoloration, size changes, or other situations deemed appropriate by the designated member of management. Replacement of nonsafety footwear is limited to one pair per year.

E. Standards. Work clothing must conform to Fire Department standards. Such standards shall include but not be limited to the manufacturer, color, style, etc. The Department shall provide a listing of work clothing and standards to all employees of the Department. All employees shall be responsible for maintaining their wearing apparel in a neat and presentable condition free of tears and holes.

Section 11. Firearms. The City agrees to provide the firearm, holster and ammunition to each Investigator in the event the Fire Chief determines to require the Investigators to carry sidearms. The City agrees to transfer title of a Department issued

weapon to a retiring member if the member has been carrying the Department issued weapon for a period of five years.

In the event the Fire Chief requires Investigators to carry sidearms, bargaining unit members agree to be bound by any standard operating procedures the Fire Chief implements regarding use of force, authorized weapons, and review of use of force incidents. Violations of these standard operating procedures may result in progressive discipline in accordance with Article IX of the City of Topeka Personnel Code.

Section 12. Benefits for Deceased Firefighters.

A. Lump Sum Benefit. Where a firefighter in regular pay status with the City dies from an illness contracted or an injury related to the performance of the firefighter's duties, the City shall pay the sum of \$10,000.00 to such beneficiary or beneficiaries as may be designated by the firefighter on his or her Kansas Police and Fire (KP&F) pension form. In the event the deceased firefighter has designated more than one beneficiary on the KP&F pension form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

B. Continuation of Health Benefits for Dependents. For a period of 6 months following the death of a firefighter in regular pay status, who dies from an illness contracted, or an injury related to the performance of his/her duties, the City shall pay the difference between the cost of health and/or dental coverage under the firefighter's plan in force and effect at the time of his/her death and the cost of COBRA monthly premium which commences following said death.

Section 13. SCBA Technician. Employees certified as SCBA Technicians and designated at the sole discretion of the Fire Chief as Fire Equipment Repair Technicians, the duties of which shall include but not be limited to the: (1) repair and maintenance of SCBA; (2) intake and disbursement of medical and other equipment; and (3) intake, disbursement, and light maintenance of turnout gear and certain other fire equipment, as designated by the Fire Chief, shall receive one hundred dollars (\$100.00) per month incentive pay in addition to their regular pay.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 1. Maintenance. Twenty-four (24) hour firefighter personnel agree to perform daily routine work in connection with maintaining the fire stations and the grounds on which such buildings are located. For purposes of this section, such work shall not include painting or paint preparation which cannot be done safely or major carpentry, masonry, electrical, plumbing, roofing, heating, glass, or floor covering work. Twenty-four (24) hour Training Officers and Fire Investigators shall not be required to perform routine maintenance on buildings and grounds.

Eight (8) hour personnel shall not be required to perform routine work in connection with maintaining the buildings in which they are assigned or the grounds on which the building is located with the exception of maintenance personnel.

Section 2. Parking. Reasonable parking shall be provided by the City for on duty firefighting personnel provided that such space is not needed for other activities as may be determined by the Fire Chief, or his/her designee. Parking permits will be provided for Executive Board members to park at any City parking to be used only while doing Union business pursuant to the City's employee parking policy.

Section 3. Residency. Any bargaining unit member hired prior to January 1, 1982 shall be exempt from any existing or future residency requirements for the duration of this agreement.

Any bargaining unit member hired on or after January 1, 1982 will be required to reside in Shawnee County at a location which is no more than thirty (30) minutes travel time from their assigned reporting station, within 6 (six) months after completion of their

initial employment probation, and must maintain residency within the County for the duration of their employment with the City of Topeka. The parties agree to reopen this article for calendar year 2015 by either the Union or the City providing notice to the other on or before August 1, 2014.

If the governing body of the City repeals or amends the current residency requirements, bargaining unit members hired on or after January 1, 1982 shall be covered by the repealed or amended Residency Requirements Ordinance with the exception of the time period bargaining unit members are allowed to establish bona fide residency within the County, which shall remain as listed in the above paragraph of this section.

Section 4. Education Reimbursement. The purpose of the education reimbursement program is to promote improved productivity in City services. Each bargaining unit employee shall be eligible for education reimbursement under the following guidelines:

- A. **Tuition/Textbook Reimbursement.** Only full-time benefit eligible employees may be reimbursed for tuition/textbook expenses for academic or technical courses pursued through recognized educational institutions.
 - 1. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted to while employed with the Topeka Fire Department and the employee must receive at least a 2.0 grade point average.

2. An amount not to exceed one thousand dollars (\$1,000) may be authorized and reimbursed annually for eligible employees.
3. An employee must complete the request for tuition/textbook reimbursement form as provided by the Human Resources Department and have the concurrence and signature of their immediate supervisor outside of the bargaining unit, the appropriate division head, the Fire Chief, or his/her designee, and the Human Resources Department before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade and proof of payment for the course and/or textbook must be received by the Human Resources Department within two months after the ending date of the course in order for the employee to receive reimbursement.
4. The City will not reimburse employees for special interest courses completed by examination only, continuing education courses, late fees, lab fees, extracurricular fees or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs.
5. The Fire Chief, or his/her designee, shall make every effort to budget for and approve reimbursement for academic courses for

employees. The Fire Chief, or his/her designee, shall approve courses on a first-come, first-served basis in a non-discriminatory manner within appropriate budget constraints.

B. Educational reimbursement for Fire related schools or seminars approved pursuant to the provisions of Section 4 of Article 13.

1. An employee who is attending a fire related school or seminar shall be reimbursed as defined under the IRS per-diem for the region for meals and lodging.
2. Members may be required to share rooms and ground transportation if more than one member attends the same school or seminar.
3. Only the cost of the school or seminar will be prepaid by the Department.
4. Expenses for attending the school or seminar will be reimbursed by the Department when the member completes and submits the proper forms with proper receipts attached and providing that the total reimbursable expense does not exceed the total expenditure authorized by the Fire Chief.
5. The expense voucher provided for in paragraph 4 above must be accompanied by a concise and detailed report on the school or seminar including a listing of the classes attended and a statement relative to the applicability of information presented to the Topeka Fire Department.

Section 5. Legal Counsel. The City will provide legal representation for bargaining unit members against whom suit is brought in civil or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the city shall not be liable for payment under this clause.

Provided, further, that in the event the City, city officials, and a bargaining unit member are sued as a result of actions arising out of the bargaining unit member's official duties, the bargaining unit member shall be provided with a list of local attorneys approved by Local 83 and the City, from which the bargaining unit member may select counsel of his or her choosing.

Section 6. Employee Assistance Program. The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance (or their families if in the form of family counseling) in such areas as but not limited to, alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed toward their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Fire Chief the employee's personal behavior and/or activity is interfering with the job performance.

Referrals for assistance may be arranged confidentially through the contracting EAP provider by the Fire Chief or his/her designee, the Union Representative, the

individual and/or their family. The cost of an initial diagnostic referral shall be at the City's expense. Any subsequent expenses for treatment or diagnosis shall be the employee's responsibility.

This person will have no affiliation with the City or any officials beyond establishing the initial contract for services. This person will not report to the City or any City officials the names of employees or their families who are utilizing this service or the nature of any problems unless with the consent of the employee or when the nature of the problem presents a danger to the employee or others. The employee or his family will incur no expense for the assistance received with the licensed clinical psychologist or psychiatrist on retainer.

ARTICLE 17

DISCIPLINARY ACTIONS

Section 1. Progressive Steps. The City reserves the right to, with just cause, discipline, suspend or discharge employees for violations of City or departmental rules and regulations. Progressive discipline will be applied for infractions or a similar nature which are not serious enough to constitute just cause for immediate suspension or discharge. The progressive disciplinary process involves the following four progressive steps:

First Offense ----- Documented Verbal Reprimand

Second Offense -- Written Reprimand

Third Offense----- Suspension

Fourth Offense---- Termination

Second and subsequent steps of discipline for offenses of a similar nature may not be taken by Management unless the employee has been served with the earlier disciplinary action and appropriate steps have been taken to place a copy of the prior disciplinary action in the official personnel file in the Human Resources Department.

Section 2. Procedure. The progressive disciplinary system listed above is intended to serve as a warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in further progressive discipline.

A. Disciplinary actions of less than a suspension of fifteen days shall be removed from an employee's personnel file on completion of two years (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

Disciplinary actions of suspensions of fifteen (15) days or more will remain in the employee's personnel file but may not be considered for the purposes of promotion after twenty-four (24) months (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

B. Examples of offenses which may constitute sufficient and just cause for immediate suspension or termination are as follows:

1. Dishonesty in any form or degree.
2. Theft of property belonging to the City of Topeka.
3. Knowingly making false statements in matters relative to employment.
4. Insubordination.
5. Unreasonable and abusive treatment of a client, citizen, or other individual in the community or on the City of Topeka payroll.
6. Violation of the City's No Harassment or Discrimination policy.
7. Solicitation or acceptance of money or anything of value to influence decision in public matters or as a reward for such decisions.
8. Possession of any type of firearm, explosive or concealed weapon without specific authority.
9. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on duty.
10. Other violations of a similar nature.

Any violation of policies, rules and/or regulations may constitute just cause for immediate suspension or termination depending on the circumstances related to the offense.

The Fire Chief, shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City.

C. An employee who has received a disciplinary action of a suspension may make a written request to the Fire Chief to substitute accrued vacation leave for all or any portion of the suspension ordered on an hour for hour basis. The Fire Chief, shall have the sole discretion to either grant or deny the request including the number of hours which may be substituted. The employee who makes the request for substitution shall be deemed to have given up his/her right to grieve the decision to grant to deny the request and the decision of the number of hours granted.

D. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of any appeal filed under the grievance procedures of this agreement.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. Definitions and Procedural Clarifications.

Grievance. An alleged infraction or inconsistency in the administration of a City or Departmental rule, policy, procedure, EEO matter, this Agreement or any other term or condition of employment as governed by this Agreement.

Applicability. This process shall apply to any employee who has been determined by the Public Employee Relations Board to be included within the appropriate unit of firefighters within the City of Topeka, Kansas. The resolution of grievances relating to matters governed by Civil Service rules and regulations may be pursued under the appropriate Civil Service remedy or under the provisions of this Article.

Employee Representation. An employee may represent him/herself through the fifth step of the grievance process with or without legal or other representation. Any costs incurred by the employee for outside counsel shall be the responsibility of the employee, regardless of the outcome of any decisions at any step of the process. Local 83 may initiate the grievance on its own volition.

Written Documentation. Any and all grievances proceeding to and beyond Step 2 of this process shall be on mutually agreed upon forms and shall include a grievance number provided by the Human Resources Department. All grievances and complaints must specify: the problem, including names, dates, places, and quotes, and why the preceding response did not reasonably resolve the problem. Incomplete grievances shall be returned to the grievant by the relevant party, and that grievant

shall have forty-eight (48) hours from the day the grievance was returned (exclusive of weekends and holidays) to complete the grievance and return it or it shall be considered null and void.

Receipt of Grievance or Grievance Response. A grieving or responding party shall serve the grievance or response on the appropriate party as specified in Section 3 herein. If said party is not available to be served, the specified time sequence shall be extended until the appropriate individual can receive the matter personally. The time for answering a grievance will not begin until the proper party has received the grievance or the response. Provided, however, a supervisor may designate a receiving party in his/her absence at his/her discretion.

Failure to Respond. Time sequences shall begin on the day the grievance appeal and/or response is submitted to the appropriate party and the date of receipt shall be noted on the grievance form by the receiving party. A response due on a particular day will be timely if delivered before midnight on that day. In the event the grieving party fails to respond within the prescribed time sequences, the matter shall be considered resolved on the basis of management's last determination. In the event management does not respond within prescribed time sequences, the grievance shall automatically proceed to the next step of the grievance process, unless mutually agreed by the parties.

Notice of Intent to Arbitrate. Notices of intent to arbitrate shall be presented to the Director of Human Resources on the proper forms within the prescribed time sequences, and the Director of Human Resources shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Selection of an

arbitrator shall be made by alternately striking names until one name remains. The party that strikes a name first shall be determined by the flip of a coin.

Malicious/Harassing Intent. If it is found by the arbitrator that either party has referred a problem to arbitration for the purpose of harassment or if the grievance process was not adhered to in good faith or if either party demonstrated malice in forwarding the grievance, then the full cost of arbitration shall be borne by the guilty party.

Section 2. Policy/Rights. It shall be the policy of the City to prevent the conditions which may cause a grievance or complaint, and to deal promptly, fairly, objectively, and in good faith with grievances or complaints which may occur.

Eligible employees shall have the right, without being subjected to restraint, interference, discrimination, reprisal or harassment of any form, to utilize the grievance and complaint procedure when in his/her opinion an action taken against him/her was without just cause.

The employee and/or not more than two (2) representatives shall be granted on duty time off with pay (not to exceed two (2) hours with pay in a seven (7) calendar day period) to facilitate discussions and conferences with City supervisors and/or administrators relating to the resolution of a specific grievance.

The scheduling of such discussions and conferences shall be by agreement of the aggrieved employee, his/her representative(s) and the employee's immediate supervisor.

Local 83 shall furnish to the employer a list of its accredited representatives and will promptly notify the employer of any changes.

All steps of the grievance procedure shall be followed by all parties in good faith and pursuant to the prescribed time frames, unless mutually agreed by the parties.

A Local 83 representative may be present with or without legal counsel at grievance proceedings involving matters of interest to Local 83.

Section 3. Grievance Procedure.

Step One. Informal Resolution. It shall be the policy of the City of Topeka to give individual employees or the Union an opportunity to discuss grievances with supervision in order to find mutually satisfactory resolutions as promptly as possible.

A grievance must be taken to a supervisor outside of the bargaining unit within (ten (10) calendar days following knowledge of a problem. If possible, grievances shall be settled at this level through discussion with the involved parties. Such discussions shall be completed within thirty (30) calendar days. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within ten (10) calendar days following completion of discussions, and submitted to Step Two of this procedure. Nothing in this provision shall discourage the resolution of a grievance by lower level supervisory staff whenever possible.

The parties agree that neither the existence nor the utilization of this grievance procedure impairs or in any way interferes with the rights of any member of the bargaining unit to seek redress of any complaints, including an alleged violation of constitutionally protected substantive and procedural due process, in a court of law, unless said grievance is subject to final, binding arbitration as defined herein.

Step Two. The Union Grievance Committee, upon receiving a written, signed grievance petition, shall review the matter to determine if a grievance has merit and

shall advise the employee if the Union will support the grievance within ten (10) calendar days following the receipt of the grievance. In the event the Union will not support the grievance, the employee may participate alone in the remaining steps of this grievance procedure at the employee's sole expense, provided the Union shall be allowed to have a representative present and will be provided all documents associated with the grievance at the Union's expense.

Step Three. In the event Step Two does not resolve the matter, then within ten (10) calendar days of the Union Grievance Committee's decision in Step Two, the employee or Union may forward the matter to the Fire Chief, or his/her designee, who shall investigate the matter and render his/her written decision within ten (10) calendar days following receipt of the grievance. The Union or Employee shall have ten (10) calendar days from the date of receipt of the Fire Chief, or his/her designee's decision to either accept the decision or proceed to Step Four of this grievance procedure.

Step Four. In the event the grievant believes the Fire Chief's (or his/her designee's) written response does not resolve the matter, the grievant may, within ten (10) calendar days of receipt of the response, file his/her grievance with the Department of Human Resources. The Director of Human Resources, or his/her designee, accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The Director of Human Resources shall within ten (10) calendar days investigate and shall, unless sustaining the grievance, conduct an informal hearing giving all parties an opportunity to express their positions and shall, within ten (10) calendar days from the date of the hearing, deliver a written determination.

Step Five. The final step of the grievance process shall be final and binding arbitration as provided herein. Following receipt of the Director of Human Resources' determination in the matter, the union or employee shall have up to ten (10) calendar days to either accept the determination or issue a notice of intent to arbitrate. The notice of intent to arbitrate shall be in writing and shall be filed with the Department of Human Resources.

The City agrees to request FMCS rosters for arbitration within 10 (ten) days of being provided a notice of intent to arbitrate and pay the entire fee for such roster subject to reimbursement of ½ the cost of the roster from the Union or Employee. In the event the Union, or Employee in the event of an arbitration not supported by the Union, fails to submit payment for its/their ½ share of the costs of obtaining a roster from FMCS within ten (10) days of receipt of notice to arbitrate, the City shall make a written request for such payment. Failure to submit payment within twenty (20) days of the City's written request will result in a withdrawal of the notice and the matter shall be considered settled on the basis of the City's last determination.

Section 4. Arbitration Conditions and Restrictions. If binding arbitration is opted for by either the City, Union or the employee, Local 83 shall pay for one-half (1/2) of the arbitration fees and one-half (1/2) shall be paid by the City, provided, however, that Local 83 shall not be responsible for arbitration fees incurred in the event an employee chooses to take a grievance to arbitration without the concurrence of the Union. In such an event, the arbitration fees shall be borne equally by the employee and the City.

The parties will attempt to stipulate to the issues prior to the arbitration. If

stipulation on the issue is unattainable, each party shall prepare an issue statement. All issues must be submitted in writing to the arbitrator who shall rule only on the issues as stipulated or determined by the arbitrator based on the issue papers submitted by the parties. The parties may agree at any time prior to appointment of an arbitrator to mediation of any dispute utilizing FMCS.

The arbitrator shall consider all factors relevant to a dispute, including attempted resolution of problems at preceding steps of the grievance process, whether or not a grievance is being addressed in good faith by either party, and shall attempt to render a decision within thirty (30) days following completion of hearings and/or submission of post-hearing briefs.

Arbitrations hereunder shall be conducted in accordance with the Ethical and Procedural Standards recommended by the American Arbitration Association.

The arbitrator shall not add to, nullify, modify, ignore, amend, or delete any City Ordinance, Council Directive, Departmental Rule, Regulation, or Policy applicable to the dispute being arbitrated.

Either party desiring a transcript of arbitration hearings shall be responsible for the cost of such transcripts.

Finding of the arbitrator shall be final and binding unless the arbitrator's decision exceeds the limits stated herein. If the arbitrator rules outside the scope of his/her authority, his/her decision will be null and void.

Only issues arising following adoption of this policy shall be eligible for arbitration. The arbitrator shall decide:

- A. Arbitrability of the issue(s);

- B. Whether or not this Agreement has been violated based on the issue(s) presented to the Arbitrator;
- C. Good faith adherence to the process;
- D. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 19

PREVAILING RIGHTS

The City and Union agree to continue existing employee practices and benefits not specifically referred to or modified in this Agreement, provided that continuance of any such benefits shall be consistent with the Management's Rights section of this Agreement and shall in no manner detract from management's ability to conduct business as stated herein.

It is also agreed by and between the parties that all ordinances now in force or hereinafter enacted by the Governing Body, which describe specific benefit and/or condition of employment areas for Local 83 bargaining unit members, shall be referenced as a part of this Agreement.

It is further agreed that bargaining unit members shall be covered by Civil Service provisions as they pertain to initial placement, promotion, and appeal of disciplinary actions as prescribed by Civil Service ordinances and regulations.

ARTICLE 20

COST CONTAINMENTS

The parties hereby agree that the Union shall aid the City in every possible and conceivable manner to avoid the waste of the Fire Department's assets. Local 83 further agrees that they will aid the City to the best of their ability toward acquisition of the uniform goal of increasing the efficiency of all operations which are carried on by the Topeka Fire Department.

ARTICLE 21

MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to Management if the public service mission of the City is to function effectively and efficiently. Unless specifically modified by any subsection of this Agreement, Management reserves the right to:

1. Direct the work of the employees;
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
3. Maintain the efficiency of governmental operations;
4. Discipline, suspend and/or discharge employees for proper cause;
5. Take actions as may be necessary to carry out the mission of the agency in emergencies as declared by the City Manager;
6. Determine the methods, means and personnel by which operations are to be carried on;
7. Relieve employees from duties because of lack of work or for other legitimate reasons.

ARTICLE 22

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Agreement is subject to all Federal and State laws, provided that should any change be made in any of these laws which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall be revised as provided herein.

This Agreement shall be binding on any subsequent Union or City elected officials, and no provisions, terms, or obligations herein contained shall be changed for the duration of this Agreement without the mutual consent of both parties. Discussions concerning any changes in this Agreement may be initiated with at least a two (2) week notice to the other party unless mutually agreed by the parties.

ARTICLE 23

FIRE SUPPRESSION PROMOTIONAL EXAMINATION PROCEDURES

Promotions to the ranks of Apparatus Operator, Lieutenant and Captain are governed by the provisions of all Sections of this Article except for the provisions of Section 10. Promotions to the ranks of Firefighter 2nd class, Firefighter 1st class and Advanced Firefighter are governed by the provisions of:

Section 1. Only the provisions of Subsections A, B, C & D2 apply.

Section 2. Only the provisions of Subsections A, G1 & G5 apply.

Section 8. Subsections A, B & D will apply to infractions that occur after the date this contract is signed.

Section 9. Only Subsection A applies.

Section 10. All provisions apply.

Section 1. Promotional Examination Guidelines.

- A. Written examinations will be administered through the administrative staff of the Fire Department.
- B. Test questions and answers will be selected and established by the Fire Chief, or his/her designee.
- C. Test preparations.
 - 1. Periodic exams will be given to all on duty fire suppression personnel as a means of preparing them for future promotional exams. Following an exam the participant shall receive a written statement of results from the duly authorized test administration.

2. The tests will be related to upcoming questions on promotional exams.
 3. Tests shall be graded by the Training Division upon completion with the participant present.
- D. To be qualified for a promotional test;
1. Applicants (for Apparatus Operator, Lieutenant, and Captain), must maintain an average of seventy percent (70%) on periodic examinations over the last five (5) year period.
 2. Applicants (for Firefighter 2nd class, Firefighter 1st class and Advanced Firefighter), must maintain an average of seventy percent (70%) on periodic examinations from the date of hire.
- E. The Promotional Board shall consist of one training officer, two members of Management and two Captains selected by the Union. The Board shall monitor all promotional test procedures.

Section 2. Promotional Test Eligibility.

- A. To be considered for promotion from Firefighter 3rd class to Firefighter 2nd class, Firefighter 2nd class to Firefighter 1st Class and Firefighter 1st Class to Advanced Firefighter an individual must hold the prior rank for one (1) year.
- B. To be considered for promotion, ninety percent (90%) of the senior person's time with the City of Topeka in a bona fide fire service capacity is required. Individuals must be an Advanced Firefighter to be considered for Fire Apparatus Operator; a Fire Apparatus Operator to be considered

for Lieutenant; a Lieutenant to be considered for Captain.

- C. If the ninety percent (90%) clause does not present a minimum of five (5) applicants, or at least a sufficient number of applicants plus five (5) to fill the foreseeable vacancies at the time, then ninety percent (90%) of the second senior persons will be in operation; ninety percent (90%) of the third; of the fourth, etc., until this number of personnel are taking the test.
- D. In case the ninety percent (90%) clause at any time, including first, second, third, and fourth examples, brings in a list of personnel who all went into service on the same date, then this entire group will take the test.
- E. A minimum score of seventy percent (70%) must be met (this includes any deductible point loss from personnel records) to qualify for the promotion. Candidates who have met the seventy percent (70%) requirement shall be promoted in order of seniority when there are different dates of hire.
- F. In the event candidates up for promotion have the same date of hire, the candidate with the highest final score shall be promoted first. If candidates with the same date of hire have the same final score, the candidate listed highest on the current seniority roster will be promoted first.
- G. The categories from which personnel shall be examined, for the respective rank of test given, must be restricted to:
 - 1. The I.F.S.T.A. Essentials Manual, Topeka Fire Department General Orders, Rules and Regulations (in effect for at least sixty (60)

calendar days prior to the time of the test) for promotional examinations from Firefighter 3rd Class to Firefighter 2nd Class, Firefighter 2nd Class to Firefighter 1st Class, Firefighter 1st Class to Advanced Firefighter.

2. The I.F.S.T.A. Pumping Apparatus Driver/Operator Handbook, I.F.S.T.A. Aerial Apparatus, Topeka Fire Department General Orders, Rules and Regulations (in effect for at least sixty (60) calendar days prior to the time of the test) for promotional examinations from Advance Fighter to Apparatus Operator.
3. The Topeka Fire Department Training Manuals, I.F.S.T.A. Manuals, General Orders and Rules and Regulations (in effect for at least sixty (60) calendar days prior to the time of the test).
4. Additional questions for Lieutenant and Captain positions may be from the following sources: Reports they are required to file daily, monthly, or yearly, including a summary from Kansas Fire Incident Reports.
5. Additional Topeka Fire Department forms and reports may be required for officer positions.
6. Promotional tests shall consist of multiple choice questions.

Section 3. Probationary Periods.

- A. All promotions shall be followed by a one (1) year probationary period with an evaluation made at the end of that period based upon the following information:
 1. Personnel and Training Records.

2. A personal interview by the Promotion Board which takes place at least sixty (60) days before the one (1) year probationary period ends.

B. No employee will be promoted to the next higher rank until they have successfully completed their probationary period in the rank they currently hold.

Section 4. Notification. Notice of a forthcoming promotional test shall be posted in all fire stations and departments at least sixty (60) days prior to the test being given.

Section 5. Absence/Exemptions. Any eligible member choosing to be examined as defined in the preceding sections shall request absence from the testing as soon as possible. The following are reasons for excused absence:

- A. Death or serious illness of an immediate family member as defined in Section 1 of Article 11 of this agreement.
- B. Extended illness of the member with an accompanying doctor's report.
- C. The applicant's vacation was scheduled prior to the sixty (60) day notice.

Any member determined eligible for promotional testing who is absent and has not obtained an excused leave shall be removed from the list of those eligible to be tested, and will not become eligible until the next promotional test is given.

Section 6. Testing Times and Locations. The test shall be given one (1) time at one (1) location to all eligible personnel. Arrangements will be made for all eligible, on duty personnel to take the test at the location designated by the Fire Chief, or his/her designee.

Section 7. Test Grading.

- A. No questions will be allowed regarding the test until grading is completed.
- B. Testing and Grading will be by the Promotion Board immediately following the test.
- C. Each rank shall have three (3) tests with the same tests given on the promotion test day.
- D. If a tie occurs and the candidates have the same date of hire, the candidate listed highest on the seniority roster will be promoted first.
- E. The test to be given to any eligible member who has an excused absence shall be selected by the Promotion Board.
- F. All participants will receive a written statement of their test grade, signed by the person or persons giving the test.

Section 8. Promotional Ratings. All personnel taking a promotional test shall have their personnel and training records reviewed for evidence of reprimand or suspension. Any standing written reprimand or suspension shall result in the following point loss in the participants overall test score.

- A. Written reprimand. Ten (10) points loss to be reduced two (2) points per year of good conduct after reprimand.
- B. Suspension following a written reprimand. Twenty (20) point loss to be reduced four (4) points per year of good conduct after suspension.
- C. Immediate suspension. Removal from list of eligibility. Will become eligible on following eligibility list.
- D. If any suspension or reprimand is overruled, all rights will be restored on the list of eligible candidates for promotion.

Section 9. Promotion Ranking System.

- A. Firefighters:
 - 1. 50 question test
 - 2. 100 total points possible
 - 3. 70% of the total points required for passing after point loss
- B. Officers:
 - 1. 100 question test
 - 2. 100 total points possible
 - 3. 70% of the total points required for passing after point loss
- C. Upon completion of promotion procedure, a list of promotion standings shall be established and posted in all fire stations and departments within the Fire Department. This list will be used until it is depleted. This list and its order of promotions is subject to variation with subsequent disciplinary actions (see preceding section) and/or a person's ability to maintain a 70% or better average training score.

Section 10. Failure to Pass Exam.

- A. A Firefighter 3rd class who fails the Firefighter 2nd class exam on his/her first attempt, shall be eligible to take another such examination ninety (90) days from the date of failure.
- B. A Firefighter 2nd class who fails the Firefighter 1st class examination or a Firefighter 1st class who fails the Advanced Firefighter examination may take the appropriate examination on an annual basis.
- C. An Advanced Firefighter, Apparatus Operator or Lieutenant who fails a

promotional exam will be allowed to take the next scheduled exam. Upon passing of subsequent exam, the employee will be promoted at the top of said testing groups. After promotion to said rank, the employee shall return to their original hiring group for future promotional exams.

ARTICLE 24

RULES AND REGULATIONS

The City agrees to allow Local 83, IAFF, to provide written input concerning departmental rules and regulations, SOP's, and SOG's prior to their presentation in final form to the City Manager for ratification and implementation. The Union will have two (2) calendar weeks to provide information to management which would have bearing on the fundamental issue addressed by any specific policy. If input is not received within the two (2) week period, it shall be assumed that the Union does not have any principle difference in the intended implementation of any such policy.

While the Union will have input into the policy, it should be clearly understood that the promulgation of departmental rules and regulations is a Management prerogative and is not hereby abbreviated or compromised in any manner. Management does, however, agree to give full and due consideration to timely written arguments presented by the Union regarding set departmental rules and regulations.

ARTICLE 25

WELLNESS-FITNESS INITIATIVE

Section 1. Implementation. The parties agree to implement the Joint IAFF-IAFC Wellness-Fitness Initiative. By March 13, 2013, a committee of management and employees will be formed to customize the initiative specific to the Topeka Fire Department.

Section 2. Costs. To support the Wellness Fitness Initiative, there shall be three (3) bargaining unit members, comprising of one (1) member per shift, who will become certified peer-fitness trainers for the program. The Union agrees to share half the cost of the initial certification for three (3) peer-fitness trainers. Those certified peer-fitness trainers will receive incentive pay in the amount of one hundred dollars (\$100.00) per month, not to exceed \$1200.00 per employee per contract year. Certification incentive pay will commence upon completion of certification. The peer-fitness trainers will be bargaining unit members and will be selected from those who apply for consideration based on seniority.

Section 3. Wellness Fitness Program.

All members are eligible to participate in a wellness program with the City Wellness Center by registering with the Wellness Center. The member shall have full access to the facilities within the Wellness Center.

ARTICLE 26

WELLNESS AND TRAINING FUNDS

Section 1. The City agrees to provide up to \$100,000 during the period of this contract to fund the Wellness-Fitness Initiative, as well as other mutually agreed to training initiatives, with a minimum of 90% of such funding to be allocated to bargaining unit members. The wellness and training funds may also include the following: Paramedic recertification hours, officer development programs, certification programs and other mutually agreed upon training initiatives.

ARTICLE 27

VACANCIES

The City agrees that when a permanent vacancy occurs in an Apparatus Operator, Lieutenant, or Captain position in suppression it shall be filled immediately upon official severance of the vacating department member at the entry salary rate of the vacant position by the next employee on the applicable eligibility roster. Failure of an employee to assume such a position shall cause removal of an employee from the eligibility roster.

Nothing in this section shall prohibit the Fire Chief, or his/her designee, from determining whether or not permanent vacancies other than Apparatus Operator, Lieutenant, or Captain in suppression exist and whether or not permanently filling such other positions is in the best interest of the Fire Service. A permanent vacancy means a position which is open and not subject to a pending grievance or arbitration. In the event of a captain or apparatus operator vacancy created by a disciplinary action that is the subject of a pending grievance or arbitration, the employee filling such vacancy shall be compensated for hours worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties.

ARTICLE 28

MINIMUM FIREFIGHTER STAFF

It is agreed between the City of Topeka and Local 83 that at least four (4) firefighters will be assigned to each first line fire company; provided, however, that at any time the City may alter this staffing pattern so long as there will be enough personnel present at each fire station so that when a fire truck leaves the station on a call, there will be three (3) firefighters staffing the said vehicle, except in inadvertent emergency situations not brought about by the City.

It is further agreed that any supplemental equipment used by firefighters to aid them in the performance of their jobs shall be considered as part of their first line company. Personnel on both the first line company and the supplemental equipment shall be counted in meeting the above staffing requirements for the personnel assigned to the first line company.

Supplemental equipment may be delivered to an ongoing incident by less than three firefighters so long as a first line piece of equipment is not taken out of service. EMS Squads shall be operated by two or more fire personnel, who each possess not less than certification at the level of EMT, for the sole purpose of providing Emergency Medical Service. Except in inadvertent emergencies not brought about by the City, one of the personnel assigned to an EMS Squad shall be an officer. EMS Squads (I.E. brush truck, suburban & pickup) shall not be first line equipment. Supplemental equipment or EMS Squads shall not be manned unless all first line companies are in service. Manning for supplemental equipment and, including but not limited to EMS Squads, shall not prohibit members from utilizing the various leave and vacation time

provided for in this contract.

Any time a piece of reserve equipment is staffed and placed in service, as a first line company, it shall meet the staffing clause as set forth in this contract.

Twenty-four (24) hour Training Officers and Investigators shall not be utilized to maintain staffing levels of first line fire companies. Twenty-four (24) hour Training Officers and Investigators shall be subject to emergency transfers as defined in Article 5, Station and Work Assignments, Section 3, Emergency Transfers.

ARTICLE 29

DRUG SCREENING POLICY

Section 1. Definitions.

Aliquot - A portion of a specimen used for testing.

Bargaining Unit Officer - Any officer on the Topeka Fire Department in the pay grade of Lieutenant or Captain.

Chain-of-Custody - The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing and reporting.

Collection Site - A place where employees present themselves to provide, under controlled conditions, a urine specimen which will be analyzed for the presence of drugs.

Confirmatory Test - An analytical procedure which is independent of the initial test to identify the presence of a specific drug or metabolite and which uses a different chemical principle from that of the initial test to ensure reliability and accuracy. Gas chromatography\mass spectrometry (GC/MS) shall be the accepted standard confirmation method for cocaine, marijuana, opiates, amphetamines and phencyclidine. Evidential breath testing shall be utilized to determine the presence of alcohol.

Confirmed Positive Result - The presence of an illicit substance in the pure form or its metabolites at or above the specified cutoff level identified pursuant to the procedures as specified within the definition of Confirmatory Test as described above.

Director - The Director of the Department of Human Resources or the Director's designee. The designee may be an individual who acts on behalf of the Director to

implement and administer these procedures.

Department Head - Person in charge of the Topeka Fire Department.

Division Head - Person in charge of a division of the Topeka Fire Department.
(i.e., Training, Fire Prevention, Investigation)

Drug - Any illegal or controlled substance, including alcohol, as defined by the Kansas Statutes Annotated.

Drug Screen - A test to determine the presence of drugs or alcohol.

Employee - An individual employed by the City of Topeka.

Fire Department Officer - Any officer on the Topeka Fire Department holding the rank of Lieutenant or above.

Initial Test - A screen to eliminate negative urine specimens from further consideration or other preliminary test to detect the presence of alcohol.

Negative Result - The absence of drugs in the pure form or metabolites in sufficient quantities to be identified by either an initial screen or confirmatory test or as determined by the Medical Review Officer.

Medical Review Officer - A licensed physician who reviews and interprets positive results of confirmatory tests and evaluates those results together with medical history or any other relevant biomedical information to confirm positive results. This person has knowledge of substance abuse and appropriate medical or forensic training.

Reportable incident-Any personal injury or property damage involving a City employee that occurs on or off City property during assigned work hours, as well as any incident involving an employee operating a City vehicle or equipment that can be operated on public right-of ways.

Suppression Chief – Deputy Chief of Operations, Shift Commander and Battalion Chief.

Section 2. Policy Statement

A. Policy/Procedure:

1. The City of Topeka has a commitment to a drug-free work place.
2. This policy applies to drug screening, education, and rehabilitation for city employees who are suspected of substance abuse, or required to test after a reportable incident—all pursuant to the provisions set forth herein.
3. Drug screens may screen for alcohol and any drugs listed in Schedule I or II of the Kansas Controlled Substances Act, K.S.A. 65-4101*et seq.* Test levels (threshold limits) shall conform to the mandatory guidelines for federal workplace drug testing programs established by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (HHS). As such, the list of analytes and test methodologies are subject to change. Current test levels are reflected within Exhibit A to the City's ARR 102.
4. Specimens collected pursuant to this policy will be used only to test for those substances specified in these procedures and may not be used to conduct any other analysis or test unless otherwise authorized by law or the individual.
5. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT) utilizing an Evidential Breath Testing (EBT) device which meets the requirements established by the conforming products list published in the Federal Register. An initial EBT reading of less than .02 shall be considered a negative

screen. An initial EBT reading of .02 to .0399 will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive. If the second test falls within the same range, the individual will be removed from his/her duty assignment for a time not less than 24 hours following administration of the test. All records of EBT test results falling within the .02 to .03999 range under this policy shall be destroyed and not utilized in any other testing or disciplinary action.

6. A reading of .04 or greater on the EBT will result in the necessity of a second test within the time-frame noted in paragraph 5 above. A second EBT test result of .04 or greater will result in the employee being placed on Administrative Leave and directed to the Employee Assistance Program (EAP) for referral to an appropriate drug assessment and education or treatment program approved by the EAP.

7. Collection sites, laboratories and test methods used to conduct drug screens shall comply with accepted practices within the industry and shall comply with all certification requirements. Confirmation tests shall be performed by a Substance Abuse and Mental Health Service Administration(SAMHSA) certified lab. Alcohol testing will be conducted by a certified BAT affiliated with the third-party vendor hired by the City to conduct its drug screenings. The City will provide reasonable prior notice to the Union when changes are made to the vendor(s) selected to serve as collection sites and/or laboratories for the administration of this Drug and Alcohol Policy.

8. Individual drug screen records maintained by the Director pursuant to this

policy shall be considered confidential by the City and its representatives to the extent it is appropriate and feasible to observe reasonable expectations of privacy on the part of the individual.

9. Employees shall be informed of the City's drug screening policy prior to being subjected to any drug screens.

10. Chiefs or those persons who have responsibility to administer the City's drug screening policies and procedures shall receive training approved by the Director. In the case of the Topeka Fire Department's contract, Bargaining Unit Officers will also receive this training. For the purpose of this policy, "employees who have responsibility for administering the City's drug screening program" means department heads and their respective administrative and managerial staff who may have responsibility for advising or notifying employees, preparing and maintaining forms or proposing disqualification or disciplinary actions pursuant to the drug screening policy.

11. Employees may be screened under the following circumstances pursuant to the provisions set forth herein:

- A. Reasonable Suspicion Testing.
- B. Post Reportable Incident Testing.

12. An employee required to submit to a drug screen shall be advised of the following:

- A. Methods of drug screening which may be used;
- B. Substances which may be identified;
- C. Consequences of a refusal to submit to a drug screen or of a

confirmed positive result;

D. Reasonable efforts to maintain the confidentiality of results and any medical information which may be provided; and

E. The right to request that the specimen be split in order for the employee to cause a separate screen to be made with all costs associated thereto to be paid by the employee. This right applies with testing for non-alcohol substances.

13. An employee shall be required to sign the drug screening consent forms. Refusal by the employee to sign the consent forms shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the employee to fulfill a condition of employment, resulting in the employee's immediate discharge from City employment.

14. An employee shall be informed of the drug screening specimen collection location and time. The employee shall be responsible for reporting to the collection site at the scheduled time.

A. An employee who is requested to submit to a drug screen shall be given time off with pay for that purpose.

B. An employee who is requested to submit to a drug screen shall be provided transportation to the testing site by a Suppression Chief who shall identify the employee for the testing facility.

C. Failure by an employee to report to the collection site at the scheduled time shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the to fulfill a

condition of employment, resulting in the employee's immediate removal from the employee's duty assignment.

15. Drug screening results shall be reported in as timely a manner as reasonable and be revealed only to the employee and those persons authorized by the Director as having an established need for the information.

16. A permanent employee who receives a confirmed positive result and who has not previously had a confirmed positive result shall be directed to the Employee Assistance Program for referral to an appropriate drug assessment and education and/or treatment program approved by the appropriate EAP.

A. An employee will be granted leave to participate in an appropriate and approved education and/or treatment program pursuant to this policy for a period not to exceed an aggregate of 60 working days. Upon recommendation of the program provider, leave may be approved beyond these limits solely at the discretion of the Director if the recommended program warrants such an extension.

B. Leave to participate in education and/or treatment programs, as outlined in paragraph A above, shall be granted with pay to the extent the employee has accrued leave and without pay thereafter.

C. The employee shall be required to provide verification to the Director that the employee is participating in an appropriate and approved education and/or treatment program to receive approved leave.

D. The department head shall review the job duties required of the employee to determine whether the employee poses a threat to safety or

health at the work site while undergoing out-patient or after-care treatment. The department head may reassign the employee to a light duty assignment in accordance with Article 10, Section 6 of this agreement.

E. Refusal by an employee to enter into an appropriate and approved drug assessment and education and/or treatment program may be grounds for termination. An employee may appeal his/her assignment to a specific program to the Director. The Director shall then determine the appropriate program and the employee shall be required as a condition of continued employment to participate in the program determined to be appropriate by the Director.

17. On completion of the recommended education and/or treatment program, the employee shall be required to provide or release clinical verification to the Director that the employee has successfully completed the recommended education and/or treatment program.

A. For the purposes of the City's drug screening program, successfully completing the recommended education and/or treatment program means the employee achieved and maintained a drug-free state which will normally be determined by a "negative" result from an authorized drug screen.

B. All employees who have entered a program as specified in this section shall be required, as a condition of continued employment, to submit to a drug screen once each quarter for a period of eighteen (18)

months commencing sixty days after the date of the drug screen. The specific date each quarter on which the drug screen shall be made shall be at the discretion of the Director and shall not require advance notice to the employee.

18. An employee who receives a confirmed positive result shall be subject to dismissal as follows.

A. The employee shall be subject to dismissal if the employee is serving an initial employment probation at the time the Director is notified of a confirmed positive result.

B. The employee shall be subject to dismissal if the employee fails to successfully complete an appropriate and approved drug assessment and recommended education and/or treatment program.

C. The employee shall be subject to dismissal if the employee has had a confirmed positive result within the previous five years.

D. The employee shall be subject to dismissal if the employee is classed as a seasonal or temporary employee.

19. This policy shall not preclude the department head from proposing disciplinary action for other aggravating circumstances that occur in addition to a confirmed positive result and which are normally grounds for discipline.

20. Any current employee who intentionally tampers with a sample provided for a drug screen, violates chain-of-custody or identification procedures or falsifies a test result shall be subject to dismissal.

21. If an employee has reason to believe that technical standards were not

adhered to in deriving the employee's confirmed "positive" result, the result may be appealed in writing to the Director within 14 calendar days of receiving written notice of the result.

22. An employee shall be afforded due process in accordance with the grievance procedure within this labor agreement if a disciplinary action results from the drug screening process or the employee alleges other violations of this policy.

23. Only the Director has the discretion to authorize additional tests by the original or a different laboratory on the same or a new specimen, if the Director determines that the technical standards established for test methods or chain-of-custody procedures were violated in deriving a confirmed positive result or has other appropriate cause to warrant additional tests. However, the employee may request and pay any costs associated with an additional drug screen of the original specimen taken for a drug screen by the contracted drug screening facility.

24. The drug screen shall be completed if reasonable suspicion exists that an employee is abusing a drug even if it is determined that the employee is using prescription drugs or medications under the care of a licensed physician. However, in such a case the employee shall be referred to the Medical Review Officer for an evaluation of the employee's ability to perform usual job tasks or whether reasonable accommodations need to be made for the employee's condition which requires the medication.

25. The City recognizes that patterns of behavior that may indicate drug use

may also be signs of mental or physical illness. If an employee has a drug screen that involves a physical or mental function and that drug screen is negative, the employee will be referred to the City's health care provider for evaluation for any handicapping condition that may be contributing to the poor work performance.

26. Except where specifically specified in this policy, all expenses for drug screening and occupational health evaluations will be incurred by the City.

Section 3. Authority of Officers.

BARGAINING UNIT OFFICERS shall have the authority and responsibility to document occurrences which may be determined to constitute reasonable suspicion as provided in the following section of this policy.

SUPPRESSION CHIEFS OR DIVISION HEADS shall have the authority and responsibility to document occurrences or assist the BARGAINING UNIT OFFICERS in documenting occurrences which may be determined to constitute reasonable suspicion.

DEPUTY CHIEFS shall have the authority, acting in concert with department heads, the City Attorney and the Director, to determine that reasonable suspicion exists and to require that a drug screen shall be taken. In addition, Deputy Chiefs shall have the authority to make a determination that an employee shall be removed from his/her position pending a drug screen if allowing the employee to continue with his/her duties might pose a threat to the safety or health of the employee, the workforce or the public.

Section 4. Identifying And Documenting Reasonable Suspicion.

A. Reasonable Suspicion. Reasonable suspicion may be documented by any member of the Topeka Fire Department. Identifying and documenting

reasonable suspicion shall follow the chain-of-command.

B. Situation Requiring Immediate Action. Situations requiring immediate action (drug screen request) on the part of the Deputy Chief or Department Head include:

1. An on-the-job accident which appears to have been the result of or contributed to by the employee being under the influence of drugs or alcohol;
2. An on-the-job incident that appears to have been caused by or contributed to by the use of drugs;
3. Direct observation by a Suppression Chief, or Division Head, or information reported to and supported by documentation or subsequently verified by the Bargaining Unit Officer, that the employee is unable to carry out the responsibilities of the job, or may be a threat to safety due to suspicion that the employee may be under the influence of drugs or alcohol; and
4. Physical on-the-job evidence of drug use by the employee.

An on-the-job accident, incident or failure to execute job responsibilities does not necessarily indicate drug abuse. However, if any Fire Department Officer observes or learns of any of these situations, and there is reason to believe that the employee may have been under the influence of drugs or alcohol, a Suppression Chief or Division Head must be notified immediately and must make a determination if the incident rises to the level of reasonable suspicion. A Suppression Chief or Division Head will make the determination to

proceed with the steps required by this policy to request that the employee undergo a drug screen due to reasonable suspicion.

In situations requiring immediate action (a drug screen request), the Fire Department Officer will first document the incident which led the Suppression Chief or Division Head to believe the employee may have been impaired due to being under the influence of drugs or alcohol. The documentation shall include a full description of the incident including date, time, people involved, behavior, reactions and how performance was affected or how safety was threatened.

The Suppression Chief or Division Head shall continue to document the situation through notification of and confrontation with the employee as provided in this policy. If the employee may be a threat to safety or may cause undue disruption of work activity, the Fire Department Officer shall see that the employee does not perform his/her assigned duties while decisions are made regarding the drug screen request.

The Suppression Chief or Division Head will then make every effort to confer with the his/her immediate superior or management staff before taking action to remove the employee from the work area. However, in an emergency (accident or threat to safety) it may not be possible to make timely contact with these parties before requiring the employee to leave the work area.

C. Patterns of Deteriorating Performance. When an employee begins to show a pattern of deteriorating job performance, the Fire Department Officer shall take a series of steps over a period of time, each of which requires full documentation. Being under the influence of drugs or alcohol can affect an

employee's job performance in many ways and Fire Department Officers must be aware of them. Fire Department Officers need to document the following trends if they appear and the employee has no reasonable explanation for his/her behavior.

General Trends:

Excessive absenteeism; peculiar excuses for absences;

Excessive use of sick leave, particularly for minor illnesses such as colds, flu or stomach problems;

Frequent absences after scheduled days off;

Excessive tardiness;

Long breaks; frequent trips to the bathroom, break area or parking lot and frequent early departures from work;

Higher than normal accident rates;

Changes in appearance, such as flushed face, red or bleary eyes,

Carelessness in dress or appearance; hand tremors; needle marks on the arms.

Smelling of alcoholic beverages or of metabolic byproducts of alcohol, or smelling of marijuana smoke.

Altered consciousness or other signs of central nervous system dysfunction such as lack of coordination, slurred speech, unexplained difficulty in hearing or seeing.

Agitated or aggressive behavior.

Performance Related Trends:

Inconsistent work patterns or disruption of work patterns;

Decreasing reliability; procrastination; memory gaps;

Tendency to neglect details formerly not neglected;

Friction with co-workers; placing blame on others;

Making consistently bad decisions; missing deadlines;

Requesting different job assignments;

Seeking loans from co-workers;

Wasting office supplies or materials due to errors;

Poor service to the public; complaints from the public;

Lack of cooperation; confusion;

Decreased productivity or quality of work; and

Morale problems; unacceptable behavior.

Fire Department Officers should be cognizant that there are obviously other explanations for such trends. Fire Department Officers are not to jump to conclusions, must use good judgment, and must follow the procedures as outlined in this policy.

Documentation of patterns of deteriorating work performance is extremely important to the drug screening program. The documentation provides the basis for a requirement that an employee submit to a drug screen. The performance evaluation process may also be used as part of the documentation.

Fire Department Officers must document actual events and observations rather than hearsay. Documentation will include specific dates, times, people

involved, behavior, reactions, overall performance and a general discussion of the circumstances. Fire Department Officers shall not include medical diagnoses, conclusions about medical conditions or opinions about the causes of the observed behavior.

A Deputy Chief or Department Head is not to request that an employee submit to a drug screen based on an isolated situation unless the situation falls within section B above. Nor is a Deputy Chief or Department Head to request that an employee submit to a drug screen without a Suppression Chief or Division Head having first counseled the employee about a pattern of deteriorating job performance.

During the counseling session, the Fire Department Officer is not to diagnose the employee's problem, but is to point out where and how the employee's work performance has deteriorated. No mention of the employee being under the influence of drugs or alcohol may be made during these counseling sessions. The Fire Department Officer must be careful not to make statements that could be construed as defamation of character. The Fire Department Officer shall provide the employee with suggestions as to how to improve the employee's work performance to a satisfactory level during the counseling sessions. The Fire Department Officer is to encourage the employee to self-refer to the Employee Assistance Program to deal with any problems that might be causing the situation which is affecting the employee's work performance.

A Fire Department Officer must have counseled the employee at least

once. Then a Battalion Chief, Shift Commander or Division Head must have counseled the employee at least once before the Deputy Chief or Department Head requests a drug screen unless such drug screen is required pursuant to Section B above. The counseling sessions must be documented thoroughly.

If an employee's job performance has not improved after the documented counseling session and the employee continues to exhibit some of the characteristics outlined above, the confirming documentation shall be presented to the Deputy Chief or Department Head.

The Deputy Chief and the Department Head shall discuss and review the documentation to determine whether the circumstances constitute reasonable suspicion that being under the influence of drugs or alcohol is the reason for the employee's deteriorating job performance. Factors to consider include the general trends and patterns outlined above and comparisons with the employee's previous work performance.

If the Deputy Chief and the Department Head agree that the employee's work performance has declined to a degree that further steps must be taken and that no improvement has been shown after the counseling session, the Deputy Chief shall consult with the department head, the city attorney and the Director to determine whether a drug screen is warranted and shall be required as a continuing condition of employment.

Section 5. Post Reportable Incident Testing.

A. An employee involved in a reportable incident which arises from the employee's duties shall be tested for alcohol and controlled substance if any of the following resulted from that reportable incident.

1. Personal injury which requires medical attention or a fatality; or
2. One or more vehicles was disabled; or
3. An employee receives a citation for a moving traffic violation; or
4. Reasonable suspicion that the employee may be under the

influence of alcohol or a controlled substance.

B. Should an alcohol and a controlled substance test be required, the employee shall be tested immediately following the incident. If the employee cannot be tested within eight (8) hours, the employee's supervisor shall document the reasons therefore.

C. An employee shall submit to a test for alcohol and controlled substance if the employee was involved in a reportable incident. If the employee refuses to be tested, the employee shall be relieved of his or her work responsibilities and may be subject to disciplinary action up to and including termination in accordance with this bargaining unit agreement. If an employee is tested by a law enforcement agency at the scene of an Incident, the employee shall still be subject to testing by the City's designated testing authority.

ARTICLE 30

DURATION

This Agreement shall be effective beginning January 1, 2013 and shall remain in full force and effect through December 31, 2015. The terms and conditions herein shall continue beyond December 31, 2015, until superseded and replaced by a subsequent agreement currently being negotiated by the parties.

DATED AND ACKNOWLEDGED THIS 9th DAY OF January ~~2012,~~ ²⁰¹³

IN THE CITY OF TOPEKA, KANSAS, BY:

IAFF LOCAL 83

CITY OF TOPEKA

Randall S. Phillips
Lieutenant Randall S. Phillips
President

Jim Colson
Jim Colson
City Manager

Harold T. Wilson, Jr.
Lieutenant Harold T. Wilson, Jr.
Vice President

Brenda Younger
Brenda Younger, City Clerk

Richard D. Sible, Jr.
Richard D. Sible, Jr.
Treasurer

Greg Bailey, Sr.
Greg Bailey
Fire Chief

Dennis E. Weikel
Lieutenant Dennis E. Weikel
Secretary

Neil Hix
Neil Hix
Deputy Chief, Operations

Gregory K. Moody
Gregory K. Moody
Fire Marshal

Jack Collie
Jack Collie
Division Chief, Training



APPROVED AS TO FORM AND LEGALITY
DATE 1/10/13 BY *Jim Colson*

Attachment A

CITY OF TOPEKA CONTRACT NO. 42395

JOINT MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this 10th day of December, 2012, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and the AFT Kansas Local 6406, AFSCME Local 1294-Development Services, Fraternal Order of Police Lodge 3, International Association of Fire Fighters Local 83, Teamsters Local No. 696, AFSCME Local 1294-Water, and Water Pollution Control Division Local Union, hereinafter referred to as the "Ratifying Unions."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The terms of the Agreement take precedence over any conflicting language concerning healthcare costs in any current agreement between the City and any one of the Ratifying Unions.
2. The City agrees to make group healthcare benefits available to all employees who are eligible, as set forth in the provisions of the City's group healthcare benefits plan, and who sign up for such healthcare benefits. The City retains the authority to define group health insurance coverage and select the carrier to maintain a cost effective program.
3. For the calendar years of 2013 and 2014, the City and Ratifying Unions agree to jointly share in the cost of provided group health benefits for City employees under the following cost-sharing formula based upon premium equivalents established by City administration prior to open enrollment each year:
 - (a) Premium equivalent for Base -Employee Only plan: 95% paid by

Attachment A

the City and 5% paid by the employee for calendar years 2013 and 2014, with the employee paying an additional \$25 per month to the health insurance fund for calendar years 2013 and 2014.

(b) Premium equivalents for Base plans for all dependent tiers: 58% paid by the City and 42% paid by the employee for calendar year 2013; 59% paid by the City and 41% paid by the employee for calendar year 2014. For calendar year 2014, in the unlikely event the City experiences budget shortfalls or faces legal requirements that, if not resolved during the budget year, would result in the layoff of represented employees, reduction in pay or benefits of represented employees, or the significant curtailment of services provided by represented employees to the City's citizens, premium equivalents will revert to previously stated levels for calendar year 2013.

(c) Employees shall pay 100% of the difference between the premium equivalent for buy-up plans and the amount paid by the City toward the comparable base plan.

(d) For calendar year 2014, a 1% discount off the premium equivalent of the employee contribution for the Single Base plan will be available for employees who acknowledge non-tobacco use. Additional cost saving initiatives will be explored through the Healthcare Advisory Committee.

(e) Healthcare cost sharing for 2015 forward will be reopened for discussion during the month of April 2014, by the City providing written notice to each of the Ratifying Unions no later than April 1, 2014. Negotiations shall commence within thirty days of the notice unless such time is extended by

Attachment A

mutual agreement of the parties.

4. This Memorandum of Agreement shall remain in full force and effect during any period of negotiations and/or conclusion of other procedures established within K.S.A. 75-4321 *et. seq.*

5. The Employer and Ratifying Unions agree to discuss and consider changes in coverage in continuing efforts to contain and control escalating costs of group healthcare benefits. These discussions will take place through the Healthcare Advisory Committee.

6. Under no circumstances will the Employer be liable for any additional payment or cost beyond the provisions of this section. The City agrees to notify the Ratifying Unions in advance in the event of changes in coverage or carrier.

Attachment A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF TOPEKA, KANSAS

Jim Colson

Jim Colson, City Manager

APPROVED AS TO FORM AND LEGALITY

DATE 10/10/12 BY Jim

ATTEST:

Brenda Younger
Brenda Younger, City Clerk



RATIFYING UNIONS

[Signature]

AFT KANSAS LOCAL 6406

[Signature]

AFSCME, LOCAL 1294-Development Services

[Signature]

FRATERNAL ORDER OF POLICE
LODGE NO. 3

[Signature]

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 83

[Signature]

TEAMSTERS UNION, LOCAL NO. 696

[Signature]

AFSCME, LOCAL 1294-Water

[Signature]

WATER POLLUTION CONTROL DIVISION
LOCAL UNION