

**AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF JUNCTION CITY, KANSAS**

**AND**

**INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS,  
LOCAL #3309**

**EFFECTIVE:  
DECEMBER 26, 2011 ~ DECEMBER 22, 2013**

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## **ARTICLE ONE RECOGNITION**

The City of Junction City, Kansas, recognizes the Junction City Firefighters Association, Local #3309 as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide City Fire Department personnel specifically in the following classifications:

### **Firefighters/EMTs Shift Captains**

Specifically not included in the Association are positions above the rank of Captain and all other employees of the City of Junction City Fire Department, and also those former employees whose services were terminated by virtue of resignation, quit, discharge, or retirement.

## **ARTICLE TWO DUES CHECKOFF**

The City agrees to deduct from the pay of each member of the I.A.F.F., Local #3309 the amount of dues to the I.A.F.F., provided the City first receives written authorization from each member for such deduction. The City will only make such deductions if the member has enough pay to cover such obligation. The I.A.F.F. agrees to a window period of 31 days commencing on the 1st day of December and ending on the 31st day of December of each contractual year, during which an I.A.F.F. member may withdraw his dues deduction authorization. A member may not withdraw his dues deduction authorization at any other time with the exception of resignation.

The I.A.F.F. agrees to defend, indemnify, and save and hold the City harmless against any and all claims, demands, judgments, penalties, suits, or other forms of liability arising out of its deduction of dues or fees from a member's pay to the I.A.F.F. *The I.A.F.F. has the right to change the amount of dues to be collected from every member as deemed necessary. In the event any changes to the dues are made, the I.A.F.F. President will provide a letter to the City two weeks prior to the changes taking effect.*

## **ARTICLE THREE MEET AND CONFER COMMITTEE - MEETING AND MEMBERS**

The City recognizes the Association as the exclusive representative of the appropriate unit.

The process of meeting and conferring for purposes of reaching an agreement requires a free and open exchange of views by all parties.

To such extent, the City and the Association shall designate their respective committees to consist of not more than five (5) members. In addition, each party shall designate a spokesperson who shall express the views of their side. Neither party shall attempt to exert any control over the other's selection of its representatives.

The City recognizes the need to communicate and to formalize new concepts to promote advancement of the Junction City Fire Department as an organization. It is agreed by the City and the Association that each party should be afforded the opportunity to prepare, discuss, and formalize their concepts prior to invoking the meet and confer process. Therefore, it is agreed

that both parties' committee members shall be allowed adequate notice for preparation prior to the start of the meetings.

The meeting agenda shall be as requested and agreed upon by the parties. The meeting place shall be determined by mutual consent of the parties. Additional meetings, time, date, place of meeting and agenda shall be agreed upon by the committees during each meeting.

In the event the meetings are scheduled during a committee member's regular duty time, said committee member should be permitted to attend such sessions in a regular pay status. In the event the meetings are scheduled on a committee member's regular assigned time off, no compensation will be rendered.

#### **ARTICLE FOUR MANAGEMENT RIGHTS**

It is understood and agreed by the City and the Association that the City and its management: have certain exclusive statutory rights and responsibilities, which they may not surrender. Except as expressly provided otherwise by this agreement or by law, the City shall retain its rights to make, amend or execute decisions and policies that are necessary to operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities.

Except as expressly provided otherwise by this agreement or by law, nothing contained in this agreement shall circumscribe or modify the statutory right of the City to:

- (1) Direct the work of its employees.
- (2) Hire, promote, demote, transfer, assign and retain employees in positions within the Junction City Fire Department.
- (3) Suspend or discharge employees for proper cause.
- (4) Maintain the efficiency of governmental operations.
- (5) Relieve employees from duties because of lack of work or other legitimate reasons.
- (6) Take actions as may be necessary to carry out the mission of the Department in emergencies; and
- (7) Determine the method, means and personnel by which operations are to be carried on.

#### **ARTICLE FIVE COMMUNICATIONS**

The City agrees to allow Local #3309 the use of City facilities for the conduct of union and committee business, to include bulletin boards. Use of meeting rooms shall be scheduled with the Fire Chief. Local #3309 agrees to keep their bulletin boards in a neat and orderly manner and remove obsolete items. The City shall also provide Local #3309 with space for one desk and necessary filing cabinets.

## **ARTICLE SIX HOURS OF WORK**

### **Section 1: Work Schedule**

The standard work period for personnel assigned to a twenty-four (24) hour shift shall be two hundred and four (204) hours in a twenty-seven (27) day work cycle.

There shall be three (3) rotating shifts. Each shift shall commence at 8:00 a.m., and shall be for a period of 24 hours. Each shift then shall receive 48 hours off duty before returning to work for another 24 hours. This work schedule shall be referred to as the 24 "on" 48 "off" work schedule.

With the notification of the ranking officer in each station, an employee may be relieved from duty anytime between 0700 and 0800 hours if *the* relief person, who has at least the equal ability to perform all the duties necessary, comes in and takes over the "off going" employee's duties. "Off going" bargaining unit members will remain dressed in their appropriate regular duty uniform, as prescribed by the Fire Chief, until properly relieved.

### **Section 2: Shift Exchange/Trading Time**

Employees shall, with the approval of the ranking officer in their assigned station, have the right to exchange time when the change does not interfere with the operation of the Fire Department. An individual exchanging/trading time must exchange with an individual who has at least the equal ability to perform all the duties necessary.

The City will have no liability to the employee who has traded time. All time traded will be kept track of by the two parties involved.

The employee responsible for the completion of a trading time agreement will be the party agreeing to work for another employee on a given shift. If the party agreeing to work is placed on any approved leave prior to the commencement of the shift or trade, it shall be their responsibility to find a replacement to work the shift they have agreed to trade for.

Except for approved morning relief exchanges, a new employee on their probationary period following original appointment to the Fire Department may not exchange/trade time during their first six (6) months of employment.

The Fire Chief may limit or disallow exchanges during periods when specialized or one-time training is scheduled. The Fire Chief shall endeavor to announce the restricted time period as far in advance as practical.

### **Section 3 Minimum Manning**

All shifts will be manned with a minimum of thirteen (13) firefighter/EMTs per shift. Minimum staffing will be configured at seven (7) in Station #1 and six (6) in Station #2. The "first out" apparatus will be manned with a full four-person crew.

### **Section 4: Minimum Number of MICT's**

There will be a minimum of six (6) MICT certified members. When a vacancy of an MICT position occurs, the MICT position will be filled as soon as possible. If the MICT position can not be filled by a certified MICT applicant, up to 24 months will be allowed for certification of a new or existing in-house employee. In the event of unforeseen circumstances an extension is needed, the extension may be agreed upon by both parties.

## **ARTICLE SEVEN SENIORITY**

Seniority is defined as the total length of an employee's continuous service with the Junction City Fire Department, as measured from the employee's last date of hire by the Fire Department. Employees with the same employment date shall be assigned to the seniority list in order of their entrance exam score.

All original appointments are subject to a probationary period of twelve (12) months of actual service. The probationary period is necessary to evaluate the work of the new employee and encourage his/her adjustment to the position. During this time the employee's work habits, skills, attitude, competence and other pertinent characteristics for successful job performance will be observed by the immediate supervisor and Department Head.

At any time, during or after the probationary period, the Fire Chief, with approval of the City Manager, may dismiss an employee on any basis which may be determined to be appropriate by notifying that employee in writing.

## **ARTICLE EIGHT LAYOFF AND RECALL**

### **Section 1: Decrease in Work Force**

When it becomes necessary to decrease the Department's work force, seniority shall govern. Probationary employees shall be the first laid off, and thereafter, further reductions in the work force shall result in the lay off of junior employees.

### **Section 2: Recall Procedures**

Individuals recalled to duty will be in the reverse order in which they were laid off, i.e., and the most recently laid off individual will be the first one recalled. In the restoration of forces, recall procedure provides that the City shall notify each laid off employee of recall by certified letter. Notice of receipt of such certified letter of recall or date of first attempt to deliver such certified letter, as evidenced by return receipt, sent to the address of the employee as it appears on the City's records, constitutes appropriate notice of recall. Such employee having been laid off will return to work or notify the City in writing of his intention to return to work within seven (7) calendar days after written notice of recall (certified letter) has been received at the address of the employee as it appears on the City's records.

### **Section 3: Change of Address During Layoff**

All persons who are laid off will notify the City by certified mail as to the change in their mailing address. If the change is not submitted, the City shall not be liable for any lost time nor shall the recall provisions of Section 2: above apply if proper notification cannot be made because of a failure to submit the change.

## ARTICLE NINE HOLIDAYS

### Section 1 Designated Holidays

Designated holidays shall include:

- New Year's Day
- Martin Luther King, Jr., Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

### Section 2 Holiday Observance

The Fire Department will observe all holidays on the day that they occur whether or not they fall on a Saturday or Sunday. However, if the City offices close on a normal work day to observe a holiday that has fallen on a Saturday or Sunday, members of this Bargaining Unit will be allowed to observe holiday status schedule during this time, as defined in paragraph C. of Appendix C.

### Section 3 Holiday Pay

Bargaining Unit members scheduled to work all or part of a shift on a listed holiday will be paid as follows: The Bargaining Unit member working the holiday hours from 0001 hours to 0800 hours will be paid at a time and one-half rate of pay for those eight (8) hours actually worked in addition to their regular hours. The Bargaining Unit member working the holiday hours from 0800 hours to 2400 hours will be paid at a time and one-half rate of pay for those sixteen (16) hours actually worked in addition to their regular hours.

## ARTICLE TEN VACATIONS

Association members may accumulate 20 days (480 hours) of vacation leave without loss, based on the fiscal year.

*The City authorizes members of the Union to accumulate vacation hour without loss as of December 23, 2012 (carryover into fiscal year 2013). Members of the Union may accumulate 480 hours of vacation leave without loss as of December 22, 2013 (carryover into fiscal year 2014).*

Vacations will be scheduled by the fiscal year. Shift calendars and rosters will be distributed during the month of November. Selection of vacation days will be on a strict seniority basis, and will begin on the first scheduled shift in December. If a firefighter is gone on that day, they may leave their first pick with the officer assigned to schedule vacations. If the firefighter is unable to select their first pick days when contacted by the officer, they will have 24 duty hours in which to select their days. If the firefighter is not ready to select their days at that time, they will be skipped.

***Each Shift Battalion Chief will permit two (2) personnel to take vacation and/or personal time on each shift. If the leave is not pre-scheduled, and the second request puts the shift below minimum manning levels, the Shift Battalion Chief may deny approval of the second request.***

On first round picks, as many days as the person is eligible to pick may be selected. All selected days picked on the first round must be consecutive.

Second round picks are on a first come, first serve basis. These picks need not be consecutive, and may be for as many shifts a firefighter is eligible to use.

Vacations that are scheduled may be canceled and rescheduled to open days by the firefighter. Days that become open due to cancellation will be announced to the shift. Personnel wishing to use those days will notify the Shift Commander. If three (3) or more personnel request the same day(s), seniority will prevail. Only two (2) employees can pre-schedule the same day for vacation leave. If a firefighter has prescheduled a day of vacation, the second firefighter requesting the same day of vacation must pre-schedule that day a minimum of five (5) shifts before the date of vacation. If the second firefighter requesting a vacation day does not make the request five (5) shifts before the date, approval of that request will be subject to the availability of minimum staffing levels on the requested date. If no one requests a day(s), it is open to first come, first serve. Injury leave, MICT training and non pre-scheduled training will not count against the minimum manning level.

Vacation may be canceled and rescheduled by the Fire Chief, or his designee if necessary, to meet emergency situations.

Vacation Leave shall be earned as follows:

- (a) From 6 months through 5 years:  
120 hours (5 hours / pay period)
- (b) From 5 years & 1 month through 10 years:  
180 hours (7.50 hours / pay period)
- (c) From 10 years & 1 month through 15 years:  
204 hours (8.50 hours / pay period)
- (d) From 15 years & 1 month through retirement:  
240 hours (10 hours / pay period)

Vacation leave with pay is earned on a per pay period basis and is based on the employee's "anniversary date" with the City. The only exception is when there are three (3) pay periods in a month. Vacation time will not accrue in the third pay period.

Budget permitting, if an Association member has accrued over 480 hours of vacation by December 1<sup>st</sup>, the City will purchase up to a total of 56 hours over the 480 hours accrued at straight time. The Association member will have the option of a check for the cash amount or the option of putting the cash amount into their personal Deferred Compensation account.

Probationary employees earn vacation leave credit for the first six (6) months of service; however, no vacation leave may be taken by an employee until they have been in continuous service of the City for a period of six (6) months. If a Probationary employee resigns or is terminated before the completion of the initial probationary year, that employee will be compensated for any accumulated vacation leave.

Vacation leave shall ordinarily be requested at least 1 working shift before the beginning of the requested time off. The Chief, or his/her designee, shall approve or disapprove vacation requests within 72 hours of the date of submission. Once a member's vacation request has been approved, it can only be changed by mutual consent. Vacation leave may be taken in six (6) hour increments and up. Vacation may only be prescheduled if it is twelve (12) or more hours. Vacation blocks of six (6) to eleven (11) hours will be subject to availability of minimum staffing levels and greater blocks of vacation. Vacation blocks of six (6) to eleven (11) hours will be bumped by another employee who elects to take twelve (12) to twenty-four (24) hours of vacation. An employee who takes a single shift off which is a listed holiday will receive the twenty-four hours of vacation pay only. No holiday pay will be paid. When vacation leave is scheduled, the member will be free from all work responsibilities starting at the end of the last scheduled tour of duty, except for emergencies or circumstances beyond the control of the Department.

## **ARTICLE ELEVEN SICK LEAVE**

Association members will earn 8 hours of sick leave per pay period with pay, or 192 hours per fiscal year. Sick leave may accumulate with no limit.

Upon retirement from the Junction City Fire Department, a bargaining unit member shall be paid up to a maximum of 480 hours of his/her accumulated sick leave. As used in this section, "RETIRED" means any member who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System, either for Tier I or Tier II.

Sick leave is provided for the member's benefit. Discretion should be the guide in deciding when and how to use this privilege. Sick leave with pay is granted subject to the following conditions:

1. Personal illness or physical incapacity resulting from circumstances beyond the member's control.
2. Enforced quarantine in accordance with community health regulations.

In any case where doubt exists regarding the use or abuse of sick leave, the City reserves the right to require a statement from a licensed physician certifying that the illness prevented the member from working. The City also reserves the right to require an Association member to be examined by a licensed physician designated by the City and at the City's expense as a second opinion. In any case where sick leave has been used for three consecutive workdays or more, a physician's statement may be required. Any proven instance of purposeful abuse of sick leave will result in disciplinary measures.

Should a member become ill or otherwise incapacitated, the member should notify his supervisor as soon as possible prior to the beginning of his scheduled shift.

Sick leave may be authorized while a member is receiving worker's compensation benefits, but only to the extent that sick leave adjusts the compensation to the same amount the member would normally receive while working. If an Association member desires to use sick leave in this manner, a written statement from the member is required.

## **MERIT AWARD**

The City offers extra vacation days to Association members who accumulate sick leave credits. Fire Department employees covered by this agreement may earn an extra 24 hours of vacation leave for each 720 hours of sick leave that the employee accumulates, up to a maximum of 96 hours per fiscal year with an accumulation of 2880 hours of sick leave credits. As long as at least 720 hours of sick leave are maintained, the employee will continue to receive the corresponding additional vacation hours. Extra vacation hours are awarded as follows:

| Sick Leave Balance | Extra Vacation Hours |
|--------------------|----------------------|
| 720 hours          | 24 hours             |
| 1440 hours         | 48 hours             |
| 2160 hours         | 72 hours             |
| 2880 hours         | 96 hours             |

Upon verification and notification by the Administrative Services Department, each employee who has accumulated the required amount of sick leave hours as of December 31<sup>st</sup> of the end of the fiscal year will be credited the extra vacation day(s) which may be taken the following year.

## **ARTICLE TWEELEVE PERSONAL LEAVE**

The City agrees to allow members of the Association 48 hours per year, with pay, to use as personal time. Association Members hired July 1<sup>st</sup> and after of the fiscal year will receive 24 hours of personal leave. Both parties agree that members of the Association, with the approval of the shift officer in charge, may use personal time in one (1) hour increments provided that there are sufficient firefighters remaining on shift to meet the minimum manning requirements as set forth earlier in this agreement, except in time of immediate family emergency. An employee who takes a personal day off, which is also a listed holiday, will receive 24 hours of personal day pay only. No holiday pay will be paid.

## **ARTICLE THIRTEEN BEREAVEMENT LEAVE**

Upon request, an Association member will be granted up to two (2) days leave per occurrence with pay, when a death occurs in the member's immediate family. Immediate family is defined as: the employee's mother, father, stepparents, grandparents, grandchildren, sister, brother, spouse, children, stepchildren, the same relative of a spouse; any other relative actually living in the same household; or any other individual who was the legal guardian of the employee.. The shift after the funeral will be the last day Bereavement leave will be granted. An employee granted bereavement leave shall receive twenty-four (24) hours pay at the normal hourly rate for each day of bereavement leave taken. No bereavement will be paid if the funeral falls on a holiday, vacation day, scheduled day off, if the employee is on leave of absence, or if the employee is on layoff. The City must be notified immediately of a death in the family and the extent of the expected absence. Requests for additional days of bereavement leave may be forwarded to the City Manager for consideration. The request should contain information on the number of and necessity for additional days and reasons why use of Personal Leave and/or Vacation can not meet the individual's needs.

*In the event an Association member is on a leave of absence due to Worker's Compensation and a death occurs in the member's immediate family, the following hours will be granted to the Association member. In order to receive bereavement while on leave for Worker's Compensation, the Association member must have elected to take a combination of Worker's Compensation and sick leave when the injury occurred.*

*The following is an example of how bereavement while on leave for Worker's Compensation will be calculated. The Fire and EMT rates are examples only.*

**120 HOUR PAY PERIOD**

|       |          |       |               |     |
|-------|----------|-------|---------------|-----|
| FIRE  | 12.00    |       | WC CHECK/WEEK | 545 |
| EMS   | 3.48     |       |               | 545 |
| TOTAL | 15.48    |       |               |     |
|       | 120.00   | HOURS | 15-May        | 24  |
|       |          |       | 18-May        | 24  |
| GROSS | 1,857.60 |       | 21-May        | 24  |
| WC    | 1,090.00 |       | 24-May        | 24  |
| TOTAL | 767.60   |       | 27-May        | 24  |

**HOURS USED 49.59**      **Note: used 49.75 hours**

|                      |       |
|----------------------|-------|
| Hours used per shift | 9.75  |
|                      | 9.75  |
|                      | 9.75  |
|                      | 9.75  |
|                      | 10.75 |
|                      | 49.75 |

**96 HOUR PAY PERIOD**

|       |          |       |               |     |
|-------|----------|-------|---------------|-----|
| FIRE  | 12.00    |       | WC CHECK/WEEK | 545 |
| EMS   | 3.48     |       |               | 545 |
| TOTAL | 15.48    |       |               |     |
|       | 96.00    | HOURS | 15-May        | 24  |
|       |          |       | 18-May        | 24  |
| GROSS | 1,486.08 |       | 21-May        | 24  |
| WC    | 1,090.00 |       | 24-May        | 24  |
| TOTAL | 396.08   |       |               |     |

**HOURS USED 25.59**      **Note: used 25.75 hours**

|                      |       |
|----------------------|-------|
| Hours used per shift | 6.5   |
|                      | 6.5   |
|                      | 6.5   |
|                      | 6.25  |
|                      | 25.75 |

## **ARTICLE FOURTEEN INJURY LEAVE**

If an employee is injured on the job and is unable to work, the City will grant the employee Injury Leave with pay for up to seven (7) *calendar* days. If an investigation of the accident is necessary, the employee will be charged sick leave until the investigation is complete. If the investigation verifies that the accident occurred on the job the absence will be converted from sick leave to injury leave. The employee will be credited the used sick leave.

To insure that a proper determination can be made for the leave days charged, the City will require a statement from a licensed physician attesting to the extent of the injury.

Should an on-the-job injury incapacitate a member for more than seven (7) *calendar*, the member will be eligible for worker's compensation whenever the member is eligible. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave, so that the compensation the member receives will be the same as would normally be received while working. If the member desires to use sick leave in this manner, a written statement from the member is required. When worker's compensation benefits are paid to the employee for these first seven (7) days the City will be reimbursed by the employee. In order to maintain any deductions, the employee will need to make arrangements with the Administrative Services Department to pay the necessary deduction amounts while on Worker's Compensation leave.

## **ARTICLE FIFTEEN FAMILY MEDICAL LEAVE**

All Members are covered by the City of Junction City's Personnel Policies & Guidelines Book dated January 20, 2009 Maternity Leave Policy (Section 8.5) and Family Medical Leave Policy (Section 8.6).

## **ARTICLE SIXTEEN WAGES**

### **Section 1: Salaries**

Appendix A attached hereto and made part hereof contains classifications and annual (2920 hours) salaries.

### **Section 2: EMT PAY**

*This section moved to Appendix A.*

### **Section 3: Overtime Call Back**

In the event that a need for *Call Back* occurs in the Fire Department, overtime shall accrue to members of the Bargaining Unit, and shall be voluntary. The employee shall be paid at the rate of time and one-half for a minimum of two (2) hours for each occurrence of time worked in excess of his regularly scheduled hours of work.

#### **Section 4: Working Out-of-Classification**

When an employee is required to accept responsibilities and carry out the duties of a Lieutenant, Captain or a Battalion Chief for a period of one or more consecutive hours, the employee shall be paid as described in the succeeding paragraph of this section.

Compensation for working out-of-classification shall be at the following rates above the employee's normal hourly rate of pay:

Firefighter serving as Acting Lieutenant - \$.25 per hour. Lieutenant serving as Acting Captain - \$1.00 per hour. Firefighter serving as Acting Captain - \$1.50 per hour. Captain serving as Acting Battalion Chief - \$1.00 per hour

#### **Section 5: Final Pay**

Upon departure association members will be allowed to cash in up to a maximum of 480 hours of their vacation pay. In addition, upon retirement association members may cash in up to a maximum of 480 hours of sick pay.

#### **Section 6: Firefighter Progression Program Pay**

The City agrees to institute the following proficiency pay table in support of the Fire Fighter Progression (FFP) training and certification program described in Appendix E of this contract. As Fire Fighter/EMTs earn certifications in each leg of the FFP Program they will be awarded the following proficiency bonus sums to their hourly wages:

|                                  |       |                |
|----------------------------------|-------|----------------|
| Rescue Specialist                |       |                |
| Fire Engineering Driver/Operator |       |                |
| Fire Inspector/Investigator      |       |                |
|                                  | Bonus |                |
| Third Class                      |       | \$.05 per hour |
| Second Class                     |       | \$.05 per hour |
| First Class                      |       | \$.10 per hour |

#### **Section 7: Longevity Pay**

Budget permitting, in December of each year, Association Members will receive longevity pay. Each member will receive \$3.00 for each month over five (5) years of service.

For example, for someone who has nine (9) year of service, he/she will receive \$324.00.  
(9 years x 12 month in a year x \$3.00 = \$324.00)

#### **Section 8: Field Training Officer**

When a Firefighter/EMT or Firefighter/MCIT is assigned to training new hires during their initial training period, they will be considered Field Training Officers.

During the training of new hires, the FTO will be compensated at a rate of \$1.00 per hour over the employee's normal hourly rate of pay.

## **ARTICLE SEVENTEEN BENEFITS**

### **Section 1: Health Insurance**

The City shall provide a group hospitalization, medical and major medical plan to all Association members covered by this agreement.

In Fiscal Year 2004, the City shall pay the full cost of an individual plan for all members requesting such coverage. In Fiscal Year 2005 and thereafter, the City retains the right to assess a portion of single coverage to all members requesting such coverage. Members shall have the option of electing family plan coverage. The member shall be responsible for the designated cost of the single coverage if assessed by the City and the cost of the family coverage.

The City retains the authority to define group health insurance coverage and carrier to maintain a cost effective program; however, the City agrees to notify the Association, in advance and to the extent possible based on the timing of the information being received from the carrier, of any benefit change to such health insurance coverage.

Upon retirement from the Junction City Fire Department, the employee can remain in the employer's group health plan until he or she reaches the required age for Medicare, provided that the employee pays 100% of the cost for the coverage and service fees not to exceed 2% of the total cost. As used in this section, "RETIRED" means any employee who has terminated employment and has met the requirements of the Kansas Police and Fire Retirement System for either Tier I or Tier II. Coverage will cease to be made available upon (1) the retired employee attaining the required age for Medicare, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

### **Section 2: Dental Benefits**

The City shall provide a group dental plan. The employer will pay 100% of the employee dental benefit premium. The employee shall pay 50% of the dependent premium with the City paying the other 50%. The City retains the right to assess a portion of single coverage and/or all of the family portion to all members requesting such coverage.

As stated above, the City retains the authority to define dental insurance coverage and carrier and will notify the Association, in advance and to the extent possible based on the timing of information being received from the carrier, of any benefit change to such dental insurance coverage.

### **Section 3: Life Insurance**

Members of the Association are eligible for a term life insurance policy in the amount of \$20,000 with premiums paid fully by the City.

## **Section 4: Worker's Compensation**

Association members are insured by the City against accidents on the job through Worker's Compensation Insurance. This means that should a member be injured on-the-job or contract an occupational disease, the member will receive compensation. A member may choose the option of taking sick leave, if available, or worker's compensation benefits. If the member elects to take worker's compensation exclusively, the member will be placed in a leave of absence status and receive no pay from the City. However, the member may elect to take a combination of worker's compensation and sick leave as defined in Article Fourteen.

## **Section 5: Station Wear**

Station wear shall be bought and maintained by the City. Station wear includes uniform shirts, uniform pants, and uniform job shirts.

Each year a \$100 clothing allowance will be paid to those association members not in an initial probationary status. This allowance will reimburse association members for clothing and gear purchased for the use on the job as approved by the Shift Officer.

## **ARTICLE EIGHTEEN MISCELLANEOUS PROVISIONS**

### **Section 1: Agreement Costs**

*The City agrees to scan the approved and ratified Agreement to the G drive. All members will have access to make copies as they deem necessary.*

### **Section 2: Civil Leave**

Civil Leave with pay will be granted to employees while performing emergency civilian duty connected with civil defense, jury duty, or appearing in Court as a subpoenaed witness. Police Officers appearing in Court as a result of the performance of their duties are excluded. Employees who receive a check for jury duty are allowed to keep the check.

Employees will be granted time off to vote, if the polls are not open at least two hours before or two hours after their scheduled hours of work.

If an employee is involved in a personal lawsuit or court case as plaintiff or as defendant and the action is not related to their duties with the City, the employee may, at the discretion of the Department Head or City Manager, take leave without pay or elect to use vacation or personal leave.

### **Section 3: Anti-harassment Provision**

All Association Members are covered by the City's Anti-harassment policy as defined in Section 10.11 Anti-Harassment in the Personnel Policies and Guidelines Book dated January 20, 2009.

## Section 4: Duties

During the first year of employment as Firefighter/EMTs said personnel shall:

- A. Successfully complete necessary certification for Firefighter I designation,
- B. Participate in a probationary training program to orient them to fire suppression and emergency medical service equipment and techniques.

The following details the assignment and scheduling for Ambulance Attendant duty:

- A. The least senior members per Station will rotate the primary ambulance attendant duties. Any time a new member is hired, their primary role will be ambulance attendant duties. Assignments will be made by the Shift Battalion Chief or the Acting Battalion Chief or Shift Captain (with the approval of the Battalion Chief) as to what job members will be assigned that day.
- B. If an MICT is not assigned to ambulance attendant duty on a given day, an MICT may be assigned to respond to any ambulance call.
- C. When an MICT is promoted to the position of Captain, he or she will perform the duties of Captain and MICT until the vacant MICT position is filled. As a last resort, the Captain will fulfill MICT duties.
- D. When an MICT is promoted to the position of Lieutenant or Captain, he or she will primarily perform the duties of Lieutenant or Captain. When necessary, the Lieutenant or Captain will fulfill MICT duties.

## Section 5: Drug and Alcohol Testing

All Members are subjected to the City of Junction City's Drug and Alcohol Testing Policy, Policy Resolution #03-04, dated November 18, 2003. *Drug and alcohol testing of members will occur between the hours of 8 a.m. and 6 p.m. at either Fire Station.*

## ARTICLE NINETEEN GRIEVANCE PROCEDURES

### Section 1: General Statement

It is the policy of the City of Junction City that any regular employee should have the right to air valid complaints and/or concerns regarding matters affecting his/her employment which (s)he considers unjust.

When a question exists as to whether or not a particular matter is covered by the grievance policy, final judgment will rest with the City Manager. A grievance claim will be denied when the grievance concerns City Commission policies, except those related to rules of conduct; ordinances; or statutes; pertains to matters in which the grieved has no direct interest; or when the City Manager has good reason to believe that a grievance has been brought in bad faith or for inappropriate reasons. Grievance procedures will always be followed when the matter affecting employment involves a liberty interest of the employee.

In the event of a grievance arising from the interpretation or application of the contract or discharge, the grievance shall be processed through the grievance procedure in accordance with the terms herein. An impasse in any negotiations for any Contract or mutually agreed upon amendment, alteration, change, or addition shall not constitute a grievance.

Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the employee may pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board.

## Section 2: Definitions

- A. **Grievance:** A complaint filed by a regular employee in response to action(s) of the employee's Supervisor involving interpretation or application of rules and regulations, suspension, demotion, and/or dismissal. Grievances founded in allegations of discrimination should follow the procedure outlined in Section 4: herein.
- B. **Liberty Interest:** A liberty interest is that interest an employee has in his/her employment which can be adversely affected by an allegation of misconduct which, if publicized, could negatively impact on the employee's standing or reputation within the community concerning the employee's good name, honesty, honor or integrity and which could affect the employee's freedom or ability to obtain other employment.
- C. **Arbitration:** A grievance arising from an interpretation or application of the contract or discharge.

## Section 3: Grievance Procedure

It is the desire of the City to adjust grievances informally (i.e., not necessarily in writing) and both Supervisor and employee are expected to make every effort to resolve problems when they arise. The foregoing procedures of direct communications and discussion should result in a full disclosure of facts and a fair and speedy resolution to most complaints arising out of day-to-day City operations.

- A. **Step Number 1.** Any employee who believes they have a grievance shall, within a period of seven (7) calendar days, after the date of action, submit their grievance in writing to the Shift Battalion Chief on duty when the alleged grievance occurred and shall include the following information:
  - 1. Name of grievant.
  - 2. Date of occurrence giving rise to the grievance.
  - 3. Specific statement of actual grievance including all relevant facts, supporting documentation, witness statements, etc.
  - 4. The relief sought.
  - 5. Signature of grievant.
  - 6. Date filed.

The Shift Battalion Chief shall give a written answer to the employee within (5) calendar days of receipt of the grievance.

No grievances shall be entertained or processed unless filed within the time limits, and according to the guidelines set forth in this policy. If a grievance is not appealed within the time limits, it shall be deemed settled on the basis of the last answer by the City. If the City fails to provide an answer within the limits so provided, the employee may

immediately appeal to the next step in the procedure. The parties may mutually agree in writing to extend any time limits.

- B. Step Number 2.** If the employee disagrees with the decision of the Shift Battalion Chief, the employee may forward the grievance in writing to the Fire Chief within seven (7) calendar days of receipt of the Shift Battalion Chief's written response.

The Fire Chief shall obtain relevant information from the grievant and Shift Battalion Chief and make careful inquiry into the facts and circumstances of the grievance. The Fire Chief shall inform the employee of a decision and reasons therefore in writing within seven (7) calendar days of receipt of the employee's grievance.

- C. Step Number 3.** If, after receiving the Fire Chief's written response, the employee still feels aggrieved, (s)he may forward a written appeal to the City Manager within seven (7) calendar days. If the disciplinary action taken or approved by the Fire Chief does not amount to termination of employment, the City Manager, after reviewing all relevant information, shall make his/her decision and notify the employee, Fire Chief and Shift Battalion Chief. This decision is final unless the complaint meets the standards set forth in Step Number 4 (Arbitration).

- D. Step Number 4. Arbitration:** Disputes that arise with respect to the interpretation of this Memorandum or discharge appeals from Step 3, may be settled by arbitration. Arbitration may be requested by the Union or the Department in the following manner:

1. Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within seven (7) calendar days following the decision of Step 3 above. The notice shall set forth the interpretation or construction or the discipline being appealed. If notice of intent to arbitrate is not delivered within seven (7) calendar days, the dispute shall be deemed abandoned.
2. The parties shall agree to the selection and appointment of one (1) standing arbitrator to serve for the duration of the contract. Should the standing arbitrator not be available, the parties may select an alternate arbitrator by mutual agreement from a panel not to exceed five (5) arbitrators that have been mutually agreed to by the City and Union.
3. The parties shall within a reasonable amount of time, not to exceed fourteen (14) calendar days, alternately and independently strike unacceptable arbitrators from the established list with the last remaining arbitrator being selected.
4. The jurisdiction and authority of the arbitrator shall be bound by the following:
  - a. The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such binding orders as are necessary to enable him/her to act effectively. The arbitrator shall observe the rules of evidence, and his/her decision shall be final and binding on both parties except as set forth in Step 4.
  - b. The arbitrator shall have no authority to substitute his/her judgment for that of the management of the City, nor shall he/she have the authority to usurp, subtract from, modify, or exercise any management right of the City.

- c. The decision of the arbitrator shall be based on the evidence presented to him/her by the parties in the presence of each other and upon the specific language of this Contract.
- d. The arbitrator may hear only one issue at a time.
- e. The arbitrator shall have no power to add to, or subtract from or modify any of the terms of this Contract.
- f. In discipline or discharge matters, the arbitrator shall have the discretion to modify the discipline imposed.
- g. The cost of the arbitrator shall be shared equally by the City and the Union.
- h. The arbitrator shall tape record the proceedings and make a copy of the tape available to both the City and the Union.
- i. The arbitrator shall render his/her decision within a reasonable time after the hearing is closed or after briefs, if any, are filed.

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

#### **Section 4: Discrimination Grievances**

Any employee or applicant claiming to have been discriminated against on the grounds of race, religion, national origin, ancestry, sex, age, disability, or marital status or as outlined in the anti-harassment policy, Section 10.11, may take the following steps in accordance with the City's Affirmative Action Plan for Equal Employment Opportunity.

- a. The grievance shall be submitted in writing, specifying that the individual is filing a Discrimination Grievance, to the City Manager for review and follow-up action. The City recommends that all City employees utilize this procedure prior to submitting complaints to outside agencies.
- b. The City Manager (or his designee) will review and take action within thirty (30) working days of receipt of the grievance.

#### **ARTICLE TWENTY PREVAILING RIGHTS**

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining. The complete understandings and agreements arrived at by both parties after exercise of that right and opportunity are set forth in this agreement.

The City and Fire Department written policies and rules and regulations are not included in this agreement, and may be changed from time to time, but shall not be in conflict with this collective bargaining agreement and shall be subject to the grievance procedure. They will continue in force and effect. Nothing included herein shall be construed to conflict with Article Four (Management Rights).

The parties agree that certain other groups of City employees, organized bargaining units, management, non-bargaining units and other bargaining units may from time to time during the life of this agreement receive benefits which differ from those set forth in this agreement. Those benefits will not extend to or be given the members covered in this agreement during its life. The benefits contained in this agreement are unique to this bargaining unit and cannot be expanded or curtailed during the term of this agreement.

#### **ARTICLE TWENTY-ONE SAVINGS CLAUSE**

If any provision of this Agreement should be held unlawful by any court of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by any tribunal, the remainder of this agreement shall not be affected thereby and the parties shall enter into negotiation for the sole purpose of redrafting a mutually satisfactory replacement for such provision so affected.

Should any change be made in any State or Federal law or regulation, which would be applicable and contrary to any provision herein contained, then such portion of this Agreement shall be automatically terminated, with the party first having knowledge of the change immediately notifying the other party for the purpose of commencing negotiations to redraft a mutually satisfactory replacement for such provision so affected. The remainder of the agreement shall remain in full force and effect.

All practices and conditions not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the City charter, ordinances and rules and regulations consistent with Article Twenty (Prevailing Rights).

#### **ARTICLE TWENTY-TWO SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

#### **ARTICLE TWENTY-THREE APPENDICES AND AMENDMENTS**

All appendices and amendments of this agreement shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this agreement.

**ARTICLE TWENTY-FOUR  
APPROVAL**

It is agreed by and between the City Manager and the Association that this Memorandum of Agreement shall be submitted to the City Commission for review and the provisions of the Agreement be implemented and become effective at 0001 hours, December 26, 2011, and shall remain in effect to 2400 hours, December 22, 2013.

If notice to modify or amend is given, it shall contain a statement of modifications desired.

In Witness Whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

FOR THE CITY:

FOR THE ASSOCIATION:

\_\_\_\_\_  
Gerry Vernon  
City Manager

\_\_\_\_\_  
Matt Jackson  
President

This agreement was approved by the Honorable Board of City Commissioners this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Pat Landes, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk



**APPENDIX A**

**SALARY SCHEDULE**

**FIRE SALARIES**

Members of the unit shall be paid at the following hourly rates, as determined by their respective anniversary dates of employment and rank.

This pay plan will be effective December 26, 2011 and December 24, 2012.

| SERVICE   | FIREFIGHTERS |          |
|-----------|--------------|----------|
|           | FY 2012      | FY 2013  |
|           | 12/26/11     | 12/24/12 |
|           |              |          |
| <b>0</b>  | 8.63         | 8.63     |
| <b>1</b>  | 9.17         | 9.17     |
| <b>2</b>  | 9.89         | 9.89     |
| <b>3</b>  | 10.15        | 10.15    |
| <b>4</b>  | 10.26        | 10.26    |
| <b>5</b>  | 10.38        | 10.38    |
| <b>6</b>  | 10.50        | 10.50    |
| <b>7</b>  | 10.61        | 10.61    |
| <b>8</b>  | 10.72        | 10.72    |
| <b>9</b>  | 10.81        | 10.81    |
| <b>10</b> | 10.96        | 10.96    |
| <b>11</b> | 11.05        | 11.05    |
| <b>12</b> | 11.16        | 11.16    |
| <b>13</b> | 11.28        | 11.28    |
| <b>14</b> | 11.42        | 11.42    |
| <b>15</b> | 11.53        | 11.53    |
| <b>16</b> | 11.67        | 11.67    |
| <b>17</b> | 11.84        | 11.84    |
| <b>18</b> | 11.95        | 11.95    |
| <b>19</b> | 12.06        | 12.06    |
| <b>20</b> | 12.21        | 12.21    |
| <b>21</b> | 12.33        | 12.33    |
| <b>22</b> | 12.43        | 12.43    |
| <b>23</b> | 12.57        | 12.57    |
| <b>24</b> | 12.70        | 12.70    |
| <b>25</b> | 12.84        | 12.84    |
| <b>26</b> | 13.01        | 13.01    |
| <b>27</b> | 13.12        | 13.12    |
| <b>28</b> | 13.27        | 13.27    |
| <b>29</b> | 13.43        | 13.43    |
| <b>30</b> | 13.57        | 13.57    |
| <b>31</b> | 13.71        | 13.71    |
| <b>32</b> | 13.86        | 13.86    |

| SERVICE   | LIEUTENANTS |          |
|-----------|-------------|----------|
|           | FY 2012     | FY 2013  |
|           | 12/26/11    | 12/24/12 |
|           |             |          |
| <b>0</b>  |             |          |
| <b>1</b>  |             |          |
| <b>2</b>  |             |          |
| <b>3</b>  |             |          |
| <b>4</b>  |             |          |
| <b>5</b>  |             |          |
| <b>6</b>  |             |          |
| <b>7</b>  | 11.11       | 11.11    |
| <b>8</b>  | 11.22       | 11.22    |
| <b>9</b>  | 11.31       | 11.31    |
| <b>10</b> | 11.46       | 11.46    |
| <b>11</b> | 11.55       | 11.55    |
| <b>12</b> | 11.66       | 11.66    |
| <b>13</b> | 11.78       | 11.78    |
| <b>14</b> | 11.92       | 11.92    |
| <b>15</b> | 12.03       | 12.03    |
| <b>16</b> | 12.17       | 12.17    |
| <b>17</b> | 12.34       | 12.34    |
| <b>18</b> | 12.45       | 12.45    |
| <b>19</b> | 12.56       | 12.56    |
| <b>20</b> | 12.71       | 12.71    |
| <b>21</b> | 12.83       | 12.83    |
| <b>22</b> | 12.93       | 12.93    |
| <b>23</b> | 13.07       | 13.07    |
| <b>24</b> | 13.20       | 13.20    |
| <b>25</b> | 13.34       | 13.34    |
| <b>26</b> | 13.51       | 13.51    |
| <b>27</b> | 13.62       | 13.62    |
| <b>28</b> | 13.77       | 13.77    |
| <b>29</b> | 13.93       | 13.93    |
| <b>30</b> | 14.07       | 14.07    |
| <b>31</b> | 14.21       | 14.21    |
| <b>32</b> | 14.36       | 14.36    |

| SERVICE   | CAPTAINS |          |
|-----------|----------|----------|
|           | FY 2012  | FY 2013  |
|           | 12/26/11 | 12/24/12 |
|           |          |          |
| <b>0</b>  |          |          |
| <b>1</b>  |          |          |
| <b>2</b>  |          |          |
| <b>3</b>  |          |          |
| <b>4</b>  |          |          |
| <b>5</b>  |          |          |
| <b>6</b>  |          |          |
| <b>7</b>  |          |          |
| <b>8</b>  |          |          |
| <b>9</b>  |          |          |
| <b>10</b> | 12.90    | 12.90    |
| <b>11</b> | 13.04    | 13.04    |
| <b>12</b> | 13.21    | 13.21    |
| <b>13</b> | 13.39    | 13.39    |
| <b>14</b> | 13.56    | 13.56    |
| <b>15</b> | 13.72    | 13.72    |
| <b>16</b> | 13.89    | 13.89    |
| <b>17</b> | 14.05    | 14.05    |
| <b>18</b> | 14.18    | 14.18    |
| <b>19</b> | 14.35    | 14.35    |
| <b>20</b> | 14.48    | 14.48    |
| <b>21</b> | 14.60    | 14.60    |
| <b>22</b> | 14.75    | 14.75    |
| <b>23</b> | 14.86    | 14.86    |
| <b>24</b> | 14.98    | 14.98    |
| <b>25</b> | 15.11    | 15.11    |
| <b>26</b> | 15.27    | 15.27    |
| <b>27</b> | 15.43    | 15.43    |
| <b>28</b> | 15.58    | 15.58    |
| <b>29</b> | 15.74    | 15.74    |
| <b>30</b> | 15.95    | 15.95    |
| <b>31</b> | 16.09    | 16.09    |
| <b>32</b> | 16.26    | 16.26    |

## APPENDIX A

### SALARY SCHEDULE

#### EMT SALARIES

Members of the unit shall be paid at the following hourly rates, as determined by their respective level of certification.

This pay plan will be effective December 26, 2011 and December 24, 2012.

|              | FY 2012  | FY 2013  |
|--------------|----------|----------|
|              | 12/26/11 | 12/24/12 |
| <b>EMT-B</b> | 3.48     | 3.48     |
| <b>EMT-I</b> | 3.61     | 3.61     |
| <b>MICT</b>  | 5.81     | 5.81     |

The Kansas Certified Medical Training Officer for each shift will receive \$0.10 per hour.

The International Association of Firefighters Local #3309 and the City of Junction City agree that for 2012 Members will remain at their rate of pay as of December 26, 2010.

The 2013 salary scale will be discussed in the Spring of 2012.

**APPENDIX B**  
**LETTER OF UNDERSTANDING REGARDING**  
**PROMOTIONAL POLICY AND PROCEDURE**

During our most recent negotiations the parties agreed to the following understanding regarding Junction City Fire Department promotions.

- A. All examinations shall be impartial and shall relate to those matters, which will test fairly the candidate to discharge the duties of the position to be filled. Eligibility for promotion to the position of *Lieutenant*, Captain and Battalion Chief shall be based on:
1. Position.
    - (a) *Lieutenant – seven (7) years of continuous service at said Fire Department.*
    - (b) Captain - 10 (ten) years of continuous service at said Fire Department *and/or one (1) complete year in the position of Lieutenant at said Fire Department.*
    - (c) Battalion Chief - 1 (one) complete year in the position of Captain at said Fire Department.
  2. All candidates who submit themselves the examination will be graded according to the results of an Assessment Center process that will be comprised of modules chosen by the Fire Chief. A list of modules chosen by the Chief for the Assessment Process will be posted 30 days prior to the assessment.
- B. Examination material shall consist of matters relating directly to the fire service and said Fire Department.
- C. Assessment panels:
1. *Lieutenant position panels will include all the department officers in the grade of Battalion Chief and above available for duty when the panel is formed.*
  2. Captain position panels will include all the department officers in grade Battalion Chief and above available for duty when the panel is formed.
  3. Battalion Chief position panels will include but are not limited to, the Fire Chief and/or the Assistant Fire Chief plus individuals selected by the Fire Chief to assess and evaluate the candidates for promotion. Every effort will be made to form an assessment panel with members that are at least one grade above the grade of Battalion Chief.
- D. Announcement for promotional examinations shall be posted in each City fire station 30 days prior to the examination. Every member eligible (as stipulated herein) to compete in the examination process shall be required to complete a written declaration of intent, stating whether or not he/she intends to compete in the promotional process. The declaration of intent must be returned to the Fire Chief not later than 10 calendar days after notice of examination is posted. Members who fail to declare within the time limit will not be permitted to compete.
- E. The Fire Chief will make final scores available to the contestants after the examination process is completed.
- F. An employee shall serve a probationary period of 12 months. If, during that period, the employee fails to perform satisfactorily the duties of the new position, the employee will be permitted to return to the employee's original position without loss of seniority.



**APPENDIX C**  
**LETTER OF UNDERSTANDING REGARDING**  
**TRAINING AND NON-EMERGENCY WORK**

- A. Training and non-emergency work will primarily be conducted Monday through Friday between the hours of 0800 and 1700 hours.
- B. The following principles will govern all training and non-emergency work:
1. Training schedules outlining all training events as TASKS, CONDITIONS and STANDARDS will be posted.
  2. Prime training time will be strictly adhered to when possible.
  3. Non-emergency work will be scheduled so as not to conflict with prime time training.
  4. Training, when possible, will be "hands-on" and conducted on or with the equipment used by the Junction City Fire/EMS Service. Variances from this principle will be approved by the Fire Chief or, in his absence, the Shift Battalion Chief.
  5. Deviation from the posted training schedule may be approved by the Fire Chief or Shift Battalion Chief. ("Type Daily Schedule" enclosed.)
  6. Members of the bargaining unit that meet the applicable STANDARD of the stated TASK under the stated CONDITIONS will be excused from the remainder of the training scheduled for that particular TASK. Those members of the bargaining unit who fail to meet the STANDARDS will be provided additional training opportunities. Training will not exceed the normal duty day.
  7. The principle in paragraph 6 above is also applicable to all collective training.
- C. Morning station cleanup and apparatus readiness checks will be the only non-emergency work required on weekends and holidays or holiday status.
- D. Bargaining unit members will perform necessary repairs as required in the course of their shifts to mechanically disabled departmental apparatus (pumpers, ladder, squad and ambulance) to ready said apparatus for service provided the personnel have the ability to effect the repairs.

## JUNCTION CITY FIRE DEPARTMENT

### DAILY SCHEDULE

|                    |   |
|--------------------|---|
| <b>0800 - 0815</b> | ROLL CALL: Changing of shifts. Assignments of duties to crew. |
| <b>0815 - 0945</b> | Apparatus readiness checks and station cleanup assignment.    |
| <b>1000 - 1200</b> | Physical Fitness training.                                    |
| <b>1200 - 1300</b> | Lunch   |
| <b>1300 - 1530</b> | Training  |
| <b>1530 - 1630</b> | Weekly Duties   |
| <b>1630 - 0800</b> | Standby duty  |

---

Weekly duty assignments/non-emergency work.

|                  |   |
|------------------|---|
| <b>Monday</b>    | Outside yard, upstairs and downstairs windows, <i>upstairs area, stove, refrigerator, bedroom and bathroom.</i> |
| <b>Tuesday</b>   | Weekly <i>Fire apparatus</i> check, chassis and all on-board equipment.<br>Non non-emergency work.              |
| <b>Wednesday</b> | Weekly <i>Ambulance apparatus</i> check, chassis and all on-board equipment.<br>Non non-emergency work.         |
| <b>Thursday</b>  | Unscheduled.  |
| <b>Friday</b>    | Clean all stall floors, shop and training room area.  |
| <b>Saturday</b>  | Apparatus readiness checks, station cleanup. Standby until 0800 shift change.                                   |
| <b>Sunday</b>    | Apparatus readiness checks, station cleanup. Standby until 0800 shift change.                                   |

The above schedule may be adapted to fulfill shift obligations as necessary. When physical fitness or training is completed, other assigned duties may be performed during the scheduled physical fitness and training time.

Further assignments may be completed at any time, as long as the regularly scheduled tasks are completed during the scheduled time slot.

## **APPENDIX D**

### **MEMORANDUM**

Memorandums written by the Junction City or Fire Department staff that effects the members of IAFF Local #3309, the Fire Chief will provide a copy of the memorandum to the Secretary of Local #3309 at no cost.



## APPENDIX E

### Firefighter Progression Program

The Firefighter Progression Program establishes a progressive training program to enhance the technical and tactical proficiency of Junction City Firefighters. Firefighters will strive to attain award of Firefighter Classes I, II, III, and progress through proficiency Classes Four to One. The detailed Program of Instruction for this series of proficiency tests is contained in the Firefighter Progression Training Manual. As firefighters satisfy the examination and experience requirements for each firefighter grade and class they will be awarded bonuses as specified in Article XVI of the Agreement.

#### Firefighter I

**Fourth Class:** During the initial assignment to the EMT Service, new firefighters will begin specialized training in the Rescue field under the direction of the Department Training Officer. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Third Class bonus.

**Third Class:** The firefighter will continue specialized training in the Rescue field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Second Class bonus.

**Second Class:** The firefighter will continue specialized training in the Rescue field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the First Class bonus.

**First Class:** Firefighters will serve as Firefighter I, First Class for a minimum period of one year. During this period, the firefighter will begin specialized training in the Fire Engineering field and become a certified Driver/Operator. Upon completion of the prescribed course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be graded as a Firefighter II, Third Class and awarded the prescribed bonus.

#### Firefighter II

**Third Class:** The firefighter will continue specialized training in the Fire Engineering field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training, the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Second Class bonus.

**Second Class:** The firefighter will continue specialized training in the Fire Engineering field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the First Class bonus.

**First Class:** Firefighters will serve as Firefighter II, First Class for a minimum period of one year. During this period, the firefighter will begin specialized training in the Fire Inspection field and become a Kansas Certified Fire Inspector. Upon completion of the prescribed course of training, the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be graded as a Firefighter III, Third Class and awarded the prescribed bonus.

### **Firefighter III**

**Third Class:** The firefighter will continue on the Training Officer's prescribed Inspector training course for six-months. Upon completion of the prescribed course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the Second Class bonus.

**Second Class:** The firefighter will continue specialized training in the Fire Inspection field under the Department Training Officer's direction. Upon completion of the prescribed six-month course of training the firefighter will complete a written and practical examination. Upon satisfactory completion of all requirements, and a satisfactory employee performance evaluation, the firefighter will be awarded the First Class bonus.

**First Class:** Firefighter III, First Class is the highest classification grade a firefighter can achieve. Officers in this grade and classification will join the Department Training Officer in the planning and administration of the Firefighter Progression Program. Firefighters in this class will be provided training time and tuition assistance in their pursuit to become certified by the University of Kansas Fire Service Training to the Fire Officer II level.