

PREAMBLE

SECTION 1. This Memorandum of Agreement (hereinafter "Memorandum" or "Agreement") is entered into by and between the State of Kansas (hereinafter "Employer" or "Management", and Local No. 64, International Association of Fire Fighters (hereinafter "Union" or "Local 64, IAFF").

SECTION 2. It is the purpose and intent of this agreement to contribute to the development of harmonious and cooperative relationships between government and its employees, to recognize mutual interests and to reduce to a minimum the causes of employee relation disputes.

ARTICLE 1

RECOGNITION

SECTION 1. The employer hereby recognizes the Local 64, IAFF as the certified representative for the purpose of meeting and conferring and the resolution of grievances of all employees in the Fire Prevention Inspection unit as determined by the order the Public Employee Relations Board (PERB) in case number 75-UD-1-2007.

SECTION 2. Employees in the appropriate unit:

INCLUDE: All full-time and part-time employees in regular positions in the Fire Prevention Inspector and Fire Protection Specialist classification and all other positions as so ordered by PERB.

EXCLUDE: The Fire Marshal, Chief Deputy Fire Marshal, Prevention Division Chief, and supervisory employees as defined in K.S.A. 75-4322, confidential, managerial, temporary and original appointment probationary employees.

ARTICLE 2

NON-DISCRIMINATION

The Employer and the Union agree that neither Party shall coerce, harass, or discriminate against employees because of participation in any grievance, complaint, meet and confer activities or other proceeding as set forth in this agreement. Neither will interfere with, restrain, nor coerce any employee in the exercise of their right to become

or not to become a member of the union. Employees, however, will remain subject to discipline for conduct not otherwise justified solely by involvement in the above proceedings.

The Employer and the Union also agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Kansas and the United States; and that each will comply with applicable laws and regulations regarding discrimination against any unit or Union member due to the person's race, color, creed, religion, national origin, sex, age or disability. The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit.

ARTICLE 3

MANAGEMENT RIGHTS

By entering into this Memorandum, the Employer has agreed to certain specific limitations on its right to manage the Office of the State Fire Marshal (OSFM) and direct the personnel. However, it is the intention of the parties hereto that the Employer retains each and every right and privilege it ever had except insofar as it has, by this Memorandum, agreed to specific limitations thereon.

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

ARTICLE 4

DUES DEDUCTION

The employer agrees to make dues deductions from appropriate unit members in accordance with K.S.A. 75-5501 and the Membership Dues Deduction Agreement signed by Local 64, IAFF and the Kansas Department of Administration, Office of General Services, Division of Accounts and Reports.

ARTICLE 5

HOURS OF WORK AND OVERTIME

(Non-Exempt Employees)

SECTION 1. Workweek The normal workweek shall be Monday through Friday. The standard workweek for each full-time employee shall be forty (40) hours. Non-overtime hours and starting and quitting times for unit employees shall be the same throughout the standard workweek.

- 1.1 Fire Prevention Inspectors, Fire Protection Specialists and unit office staff shall adhere to the agency standard to set core hours, and maintain a standard eight (8) hour per day, five (5) day per work week schedule. The OSFM may adjust the standard work day as needed in order to meet the needs of the agency.
- 1.2 Fire Prevention Inspectors have the same core hours as above, however due to the nature of their duties Fire Prevention Inspectors working in the field have the option of working either the same core hours as office staff or they may work the following work week, Monday through Friday: two (2) ten (10) hour days, two (2) eight (8) hours days and one (1) four (4) hour day.

There shall be an inspector on duty Monday through Friday in every established work zone throughout the state in order to maintain an effective and efficient workplace. In order to ensure this schedule is maintained, the 4 hour day will be established by seniority within each zone, and will occur on either a Monday or Friday. Any modification to the existing language in Article 5 shall be only by mutual agreement of the parties. Fire Prevention Inspectors will be provided a list of inspections to be completed in their assigned geographic area and will generally be allowed to determine the order of completing such inspections while abiding by agency travel rules regarding overnight stays. Employees may request an exception to those rules where circumstances warrant.

- 1.3 An employee may work alternative hours to those listed above on an intermittent basis either by their request with prior approval of their supervisor and the Division Chief or at the request of the agency, so long as the needs of the agency can be met. Approval will not be unreasonably denied.

1.4 Employees are required to switch back to a standard eight (8) hour per day, five (5) day per work week schedule during the week of a designated state holiday to avoid issues with varying hours of holiday credit. This will also include weeks when vacation leave, discretionary day or scheduled sick leave is used.

SECTION 2. Rearranged Time The employer continues to maintain the right to assign "overtime" hours beyond the assigned work schedule. Any work time accumulated beyond the assigned work schedule which could result in overtime may, at the discretion of the employer or at the request of the employee, be given as equivalent time off on an hour-for-hour basis within the same workweek in which it was worked.

SECTION 3. Overtime Overtime is defined as all hours actually worked, excluding holiday credit, sick and annual leave, which exceed forty (40) in a workweek and shall be compensated at the rate of one and one half (1 1/2) times the eligible employee's regular rate.

3.1 Overtime must be approved in advance by the employee's immediate supervisor or as otherwise authorized by agency policy.

3.2 Any work time accumulated within the current work week, prior to the last scheduled work day of the workweek, that could result in overtime and that has not been approved as overtime, shall be taken as equivalent time off on an hour-for-hour basis within the same workweek in which it was worked.

SECTION 4. Compensatory Time in Lieu of Overtime In lieu of paying an FSLA non-exempt employee at the time and a half rate for overtime worked outside the current workweek, the employer may allow the employee to accrue compensatory time in lieu of monetary payment in accordance with applicable laws, statutes, regulations and policies.

4.1 Employees shall be permitted to use compensatory time off at a time mutually agreeable to the employee and his or her supervisor.

4.2 The maximum accumulation of compensatory time is 80 hours. Any employee who has accrued the maximum number of hours of compensatory time shall, for any additional overtime hours of work, be paid overtime compensation for that payroll period. Compensatory time must be used within sixty (60) days from the day it is earned.

4.3 The employer may control the liability of compensatory time by: a) designating timelines by which specified amounts of accumulated compensatory time must be used within a time designated in writing by the employer; or b) liquidating compensatory time liability as funding allows. Funding allowance is at the employer's discretion.

SECTION 5. Work or Use of State Equipment While on Approved Leave Employees on approved leave shall not work or use any State equipment (computer, cell phone, e-mail etc.) during the leave period without prior management approval unless

requested by their Division Chief, the Chief Deputy Fire Marshal or the State Fire Marshal.

ARTICLE 6

NO STRIKE OR LOCK OUT

The Local 64, IAFF agrees that during the life of this agreement, neither the organization, its agents, nor its appropriate unit members will authorize, instigate, aid or engage in any organized work stoppage, organized slow-down, organized sick-out, illegal picket or organized a strike against the employer.

The employer agrees not to lock out any employees during the term of the agreement as a result of a labor dispute with the Local 64, IAFF.

ARTICLE 7

COPIES OF AGREEMENT

After approval and ratification of the Memorandum of Agreement, the Employer shall provide *an electronic copy* of the agreement to the Union for distribution to the unit members.

ARTICLE 8

CONFERENCES

At the discretion of the State Fire Marshal and if workload and staffing considerations permit, designated members of the unit shall be allowed to attend with pay, job-related conventions, conferences, seminars or symposiums. All such requests shall be in writing to the State Fire Marshal from the President of the Local 64, IAFF. The cost of such conventions, conferences, seminars or symposiums shall be paid by the Local 64, IAFF.

The use of paid time off, excluding sick leave and administrative leave, shall not be unreasonably denied to employees in this unit to attend meetings, conferences and/or training related to association business. Association leave does not include meet and confer time.

ARTICLE 9

LOCAL 64 MEETINGS

Local 64, IAFF officials may request and, based upon staffing considerations, the Fire Marshal may grant a reasonable amount of paid leave to attend meetings of the local. Use of a state vehicle is not authorized to the meetings.

ARTICLE 10

JOINT COMMITTEES

The Union Business Manager and the Fire Marshal may form any committees deemed jointly to be necessary.

ARTICLE 11

LEAVES OF ABSENCE

SECTION 1. Military Leave Employees in this unit shall be granted leave without pay to cover the length of his or her required service in the military forces of the United States. A copy of the appropriate military orders shall accompany each request for military leave.

SECTION 2. Annual Military Training Subject to the additional requirements and limitations of title 38, U.S. code, chapter 43, each employee in a regular position who is a member of a reserve component of the military service of the United States shall be granted a maximum of 12 working days of military leave with pay for active duty within each 12-month period beginning October 1 and ending September 30 of the following year.

SECTION 3. Funeral or Death Leave Upon request, the Fire Marshal may grant leave with pay to an employee in a regular position upon the death of a close relative. Such leave shall in no case exceed six working days. The employee's relationship to the deceased and necessary travel time shall be among the factors considered in determining whether to grant funeral or death leave, and if so, the amount of leave to be granted.

SECTION 4. Workers' Compensation Employees in the appropriate unit shall be eligible for Worker's Compensation as provided by State statutes and regulations.

Employees who are injured on the job and awarded Workers' Compensation shall be granted use of accumulated sick leave provided that the compensation for such sick leave used each payroll period shall be only that amount which, together with Workers' Compensation pay, shall equal the regular salary for the employee. (Workers' Compensation is not paid during the first week of disability, unless the disability exists

for three (3) consecutive weeks.) Unless the employee requests otherwise, annual leave compensatory time credits shall be used only after sick leave credits have been exhausted.

SECTION 5. Compensation for Accumulated Sick Leave Upon Retirement Sick Leave Buy Back is pursuant to K.S.A. 75-5517.

SECTION 6. Family and Medical Leave Act The parties to this agreement acknowledge that the Family and Medical Leave Act of 1993, 29 U.S.C. 2601 (FMLA) and implementing policies and regulations will apply to members of this unit.

SECTION 7. Shared Leave A program of shared leave shall be available to eligible employees and administered in accordance with Article 9 of the Kansas Administrative Regulations and K.S.A 75-5549.

ARTICLE 12

HEALTH INSURANCE PLAN

The Employer and the Local 64, IAFF agree that employees in this unit may participate in the State of Kansas Group Health Plan for health insurance coverage. It is further agreed that the Employer will pay that portion of the employee's premium as specified by the State.

ARTICLE 13

RETIREMENT BENEFITS

SECTION 1. Upon employment or upon completion of one year's service as provided in the eligible participant's plan, employees in this unit will participate in the retirement program as provided by statute for their agency and job class and as administered by the Kansas Public Employees Retirement System (KPERs), which, as an umbrella organization also administers the Kansas Police and Firemen's Retirement System (KP&F).

SECTION 2. When authorized by the Legislature, unit members presently *currently* in the KPERs may elect to transfer to KP&F. The parties to this agreement recognize that if Legislative action does not provide for the transfer of unit members to the KP&F unit members will continue to participate in the KPERs.

SECTION 3. Any costs which are assessed by the retirement system as a result of any legislative transfer shall be paid as authorized and appropriated by the Legislature.

ARTICLE 14

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. General Requirements

A grievance shall mean a complaint by a person covered by this agreement concerning the interpretation or application of the provisions of this agreement. Nothing in this article or elsewhere in this agreement applies to matters of demotion, dismissal, suspension, performance review ratings or any other subject deemed to apply to matters for which a method of settlement or an appeal procedure is established under appropriate Kansas Statutes or Regulations or OSFM policies and procedures. This procedure does not apply to employees in the appropriate unit during their probationary period of service.

In the event of any dispute between the parties as to the interpretation or application of this memorandum of agreement, the grievance shall be processed through the grievance procedure in accordance with the provisions of this article. An impasse in negotiations for additions or modifications of a memorandum of agreement shall not constitute a grievance.

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

SECTION 2. Procedure

Step 1: The employee shall take up the grievance or dispute with the employee's immediate supervisor within five (5) calendar days of its occurrence or the employee's knowledge of its occurrence. The immediate supervisor shall then attempt to adjust the matter and shall respond to the employee in writing within five (5) calendar days.

Step 2: If the grievance is not settled in Step 1 between the employee and the immediate supervisor the employee must contact the Local 64 (IAFF) for further action. If the Local 64 (IAFF) feels that the employee has a givable issue, then, the Local 64 (IAFF) shall present the grievance in writing to the Division Chief within five (5) calendar days after the response from the supervisor is due in step 1 above. The Division Chief shall respond in writing to the Local 64 (IAFF) within five (5) calendar days following receipt of the written grievance. If the Division Chief is the immediate supervisor, procedures outlined in Step 2 shall be taken to the Chief Deputy Fire Marshal.

Step 3: Grievances which have not been settled in Step 2, may be presented in writing to the State Fire Marshal within five (5) calendar days after the response from Division Chief or Deputy Chief is due. The State Fire Marshal may hold an informal meeting to obtain information regarding the grievance and shall respond in writing within 10 calendar days to the Local 64 (IAFF). The State Fire Marshal may either make this

determination, or, appoint a team consisting of three (3) members to respond in writing in that same time frame.

Step 4: Following receipt of the determination by the State Fire Marshal or the appointed team the union shall have up to seven (7) 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 post-marked or hand delivered within the seven (7) calendar day notice period to the State Fire Marshal.

- A. The State Fire Marshal or his/her designee shall request a roster of arbitrators from the Federal Mediation and Conciliation Service of arbitrators within the region. The parties shall either agree on the arbitrator or shall determine by a coin toss the order in which they will strike names and thereafter engage in the alternate striking procedure to select the arbitrator.
- B. The cost associated with fees and expenses of the arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such record to be made at the expense of the requesting party. If both parties seek verbatim record of the proceedings, that expense shall be equally split. The expenses of each witness shall be paid by the party calling such witness.
- C. The arbitrator shall conduct a hearing into the grievance at a time, place and date mutually agreed on by the parties. In the event the parties cannot, within seven (7) days of notification of the arbitrator, agree on a time, place and date for the hearing, the arbitrator shall issue notice of hearing listing the time, place and date for the hearing.
- D. All documentary evidence and a list of witnesses shall be presented to the opposing party no later than seven (7) days prior to the commencement of the hearing. Acceptance of additional evidence presented to the arbitrator which was not submitted in advance to the opposing party or testimony from a witness not listed in advance shall be admitted at the sole discretion of the arbitrator. The arbitrator shall honor any request for a continuance of the hearing made by a party not provided evidence or advised of a witness prior to the hearing, in the event the arbitrator determines to admit such evidence or testimony. Multiple unrelated grievances shall not be subjected to arbitration at the same time or by the same arbitrator.
- E. The arbitrator, after hearing all evidence and testimony, shall enter a binding order resolving the grievance. The written order shall be provided to both parties and indicate findings of facts, conclusions of law. The arbitrator shall not have jurisdiction or authority to add to, amend or modify the provisions of this agreement. The arbitrator shall not have authority to substitute his or her judgment for that of the management of the State or OSFM, nor shall he or she have the authority to usurp, subtract from, modify or exercise any management right of the State or the OSFM. The decision of the arbitrator

shall be based upon the evidence presented to him or her by the parties in the presence of each other. Additionally, the arbitrator's decision shall be in accord with the State statutes and regulations in effect at the time the grievance was originally filed. And finally, the arbitrator's decision may not usurp the authority of the Kansas Legislature to authorize and appropriate funding for the OSFM.

SECTION 3. Time limitations at any step of the procedure may be extended by mutual agreement of the parties. Any grievance not so extended or appealed to the next level within the appropriate time limits specified herein shall be considered settled on the basis of the response received at the previous step and any right to proceed on the matter is deemed waived. The failure of any member of management to respond to the grievant within the appropriate time limitations shall permit the grievant to advance the grievance to the next step of the procedure.

SECTION 4. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agreed upon.

SECTION 5. All grievance resolutions shall be in accordance with the terms of this agreement and with the knowledge of all parties hereto.

ARTICLE 15

COMPENSATION

SECTION 1. Employees in the appropriate unit will be compensated in accordance with the approved State Civil Service pay plan. The administration of the plan shall be in accordance with appropriate Civil Service Rules and Regulations, applicable statutes, executive directives of the Governor and policies established through statutory authority of the Secretary of Administration, Office of Human Resources.

SECTION 2. Any cost of living or pay matrix adjustments authorized by the Legislature for all employees will also be provided to the members of this unit.

ARTICLE 16

IMPAIRMENT

If an employee is suspected of being impaired due to the use of illegal drugs or alcohol while on the job, the Employer may require the employee to submit to testing by an independent outside source to determine whether or not the employee is impaired. If it is determined that an employee is impaired on the job due to use of illegal drugs or alcohol, the employee may be subject to discipline in accordance with established statutes, regulations and procedures.

ARTICLE 17

SAVINGS CLAUSE

Should any provision of this agreement be declared by the proper judicial authority or the Kansas legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. Any provision of this agreement which is based upon any valid federal or state law, or federal or state regulation, all or in part, either directly or indirectly, shall be adhered to in its present form or as it may be subsequently amended and changed.

ARTICLE 18

CLOSING CLAUSE

The parties agree that this document shall represent the complete agreement between the employer and Local 64, IAFF. The parties also acknowledge that during the meetings which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law and that the complete understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the employer and Local 64, IAFF for the term of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this agreement.

ARTICLE 19

MEDICAL EXAMINATIONS

The OSFM and the IAFF agree that covered unit members must be fit to properly perform their duties, and that various injuries, conditions or illnesses may preclude the fitness requirement. Therefore, the OSFM and the IAFF agree that members of the appropriate unit may be required to submit to medical examinations to determine fitness for duty. Fitness for duty assessments shall be conducted by qualified health professionals.

ARTICLE 20

APPROVAL AND DURATION

After ratification by the Fire Prevention Inspection unit represented by the Local 64, IAFF, this memorandum of agreement shall become effective on the first day of the payroll period following approval by the State Fire Marshal and the Secretary of Administration, except for those provisions of the agreement which state herein, or otherwise by law require the approval of the Governor or the Legislature. Any provision of the agreement requiring approval by the Governor or the Legislature shall become effective as specified.

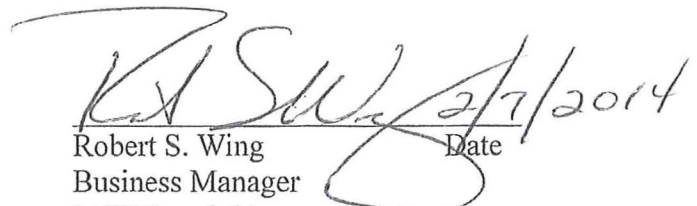
This memorandum of agreement shall remain in effect for a period of three (3) years. The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than thirty (30) days prior to the anniversary date that it desires to amend or modify this Agreement. If notice to modify or amend is given, it shall contain a statement of the specific modifications desired. All Articles and/or Sections of the agreement shall be considered to be continued during the meet and confer process and those Articles and/or Sections not noticed for modification during the meet and confer process shall be included in any successor agreement.


IN WITNESS WHEREOF the parties hereto have set their hands,

For the State of Kansas


For Local 64, International
Association of Fire Fighters


Jim Clark, Secretary Date
Kansas Department of Administration 2/14/14


Robert S. Wing Date
Business Manager 2/7/2014
IAFF Local 64


Doug Jorgensen Date
Fire Marshal 2/14/14


Carole Fry, Steward Date
IAFF Local 64 2/7/14


John Yeary Date
Director of Labor Relations 2/14/14