

AGREEMENT

BETWEEN LINCOLN FIREFIGHTERS ASSOCIATION,
LOCAL NO. 644,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AND THE
CITY OF LINCOLN, NEBRASKA,
FOR THE PERIOD OF
AUGUST 16, 2001 THROUGH AUGUST 31, 2004

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AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Lincoln, Nebraska, a Municipal Corporation, hereinafter referred to as the "City," and Local No. 644, Lincoln Firefighters Association, hereinafter referred to as the "Union."

WHEREAS, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with the employees of its Fire Department insofar as such practices and procedures are appropriate to the functions and obligations of the City, acting through its Mayor and Council, to retain the right to effectively operate in a reasonable and efficient manner consonant with the paramount interest of the City and its citizens;

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the laws of the State of Nebraska and the Home Rule Charter of the City of Lincoln and is not otherwise in conflict with the laws of the State of Nebraska or the Charter and ordinances of the City of Lincoln as adopted from time to time;

AND, WHEREAS, it is the intention of this Agreement to provide, where not otherwise mandated by statute or charter provision, for the salary structure, fringe benefits and employment conditions contained in this agreement for the employees of said Fire Department covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Fire Department and to provide an orderly and prompt method for handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1

DEFINITIONS

For the purposes of this agreement, the following words, terms and phrases shall be construed in accordance with the definition assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

- A. DEPARTMENT shall mean the Fire Department of the City of Lincoln, Nebraska.
- B. EMPLOYEE shall mean any uniformed, regular, full-time employee of the Fire Department of the City of Lincoln, Nebraska, including and limited to Firefighter, Firefighter/Paramedic, Fire Apparatus Operator, Fire Captain, Fire Prevention Inspector(s) I and II, Fire Equipment Mechanic, Transfer Paramedic, Transfer Emergency Medical Technician, Day Captain — Training and Day Captain — EMS Training.
- C. FIRE CHIEF shall mean the duly appointed Chief of the Fire Department of the City of Lincoln, Nebraska.
- D. PERSONNEL BOARD shall mean the duly appointed Personnel Board of the City of Lincoln, Nebraska.
- E. PERSONNEL CODE shall mean Chapter 2.76 of the Lincoln Municipal Code entitled "Personnel System".
- F. PERSONNEL DIRECTOR shall mean the duly appointed Personnel Director of the City of Lincoln, Nebraska.
- G. UNION shall mean Local No. 644, Lincoln Firefighters Association.

All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees, unless the context otherwise requires.

ARTICLE 2

RECOGNITION

Section 1. The City hereby recognizes the Union as the exclusive representative of all employees as defined in Article 1, Section B, with respect to wages, hours of work and working conditions.

Section 2. Membership to the Lincoln Firefighters Association, Local 644, shall be open to all individuals protected by the agreement between the Lincoln Firefighters Association and the City of Lincoln.

ARTICLE 3

MANAGEMENT RIGHTS

Except as limited by the express provisions of this Agreement, nothing herein shall be construed or interpreted to restrict, limit, or impair the management rights, powers, and authority of the City. Said rights, powers and authority shall include, but are not limited to, the right of the City to manage and supervise all of its operations. The Union acknowledges the concept of the City's inherent management rights.

ARTICLE 4

PROMOTIONS

Section 1. All promotions of employees of the Department to fill existing bargaining unit positions within the Department shall be made from the ranks of such employees in accord with the procedures specified in the Personnel Code; provided any employee to be so promoted must be qualified for the position to be filled.

Section 2. Promotional vacancies in any position will be either filled at the beginning of the next forty-two (42) day work period (three bi-weekly pay periods) or an acting assignment will be compensated in accordance with Article 11.

Section 3. (A) Written and oral promotional examinations for the position of Fire Captain to be given between October 10th and November 10th of odd numbered years.

(B) The new promotional list shall become effective January 1st of even numbered years.

(C) In the event a grievance is filed against the promotional process just prior to or during the examination phase, then the time limitations cited in paragraphs A and B of this Article and Section will be suspended. After resolution of the grievance, the examination process will begin again, with the testing to be completed and a new list posted no later than forty-five (45) days from the date of the resolution of that grievance.

Section 4. A list of the available books, codes, and any other publications used in promotional examinations listed in Management Policy #508.10, if changed with mutual agreement of the Union, shall be updated or revised by March 1st of odd numbered years.

Section 5. Exam Seniority or Qualifying Status.
October 1st of the testing year will be the cut-off date for applying seniority towards the examination or to meet any qualifying requirements.

ARTICLE 5

SALARIES

Section 1. Appendix "A" attached hereto and incorporated herein as though fully set forth, shall be the schedule of hourly rates payable biweekly to the employees effective August 16, 2001 through August 31, 2004. These rates will be adjusted to reflect an increase of four percent (4%) for fiscal year 2002-2003 and four percent (4%) for fiscal year 2003-2004 as reflected in the attached Appendix.

Section 2. The City shall provide, upon the written request of an employee, the direct deposit of the employee's payroll check to a financial institution of the employee's choice. The City shall transmit employee deposits by magnetic media to the City's contracted bank a minimum of twenty-four (24) hours prior to the effective payday. The effective date of pay shall be the traditional Thursday payday unless a holiday shall fall on that Thursday, then the previous Wednesday shall be used as the effective date of pay. The Fire Department Administration shall mail the employee's payroll stub to the employee's current address of record.

Section 3. The annual salary for each of the following classifications shall be the same: Fire Captain; Fire Prevention Inspector II; Day Captain — Training; and Day Captain — EMS Training. This salary shall be based upon the comparable wages for a Fire Captain.

Section 4. HAZARDOUS MATERIALS PAY. Employees trained at the Hazardous Materials Technician Level and assigned to Hazardous Materials Companies (Engines 2, 9, 14 and Haz-Mat 14) shall receive additional compensation at a rate of twenty-four cents (24¢) per hour.

ARTICLE 6

LONGEVITY

Section 1. In addition to an employee's base salary, each full-time employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the Fire bargaining unit. Longevity pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The longevity schedule shall be as follows:

COMPLETED YEARS OF SERVICE	ANNUAL PAY
5 Years	\$ 331
10 Years	\$ 810
15 Years	\$1,298
20 Years	\$1,785
25 Years	\$1,970

Section 2. For purposes of longevity pay, any employee who terminates employment and who is later reemployed shall be treated as a new employee. However, if a reemployed employee reimburses the City of Lincoln his pension contributions, such employee shall receive credit for initial time served as a City employee while working in the Fire bargaining unit.

Section 3. For purposes of this Article longevity pay is considered part of base pay for purposes of pension contributions.

ARTICLE 7

TUITION REIMBURSEMENT

The City shall provide one hundred percent (100%) reimbursement of tuition for educational courses up to a maximum of seven hundred seventy dollars (\$770) per year.

ARTICLE 8

CLOTHING ALLOWANCE

Section 1. DRESS UNIFORM. The City shall provide each employee hired after September 1, 1991: a dress uniform after satisfactory completion of probation as provided by the Personnel Code. The issued dress uniform shall consist of a dress jacket, dress trousers, dress cap, dress white shirt, and neck tie.

Section 2. The City will supply Department t-shirts and sweatshirts on an as needed basis. Fire Suppression employees may wear t-shirts and sweatshirts on weekdays before 0900 hours and after 1630 hours and at any time on weekends and holidays excluding times when attending scheduled public education events. When a regular employee separates from the service, City issued t-shirts and sweatshirts shall become the property of the employer.

Section 3. PROTECTIVE CLOTHING. The City shall provide each employee a National Fire Protection Association (NFPA) approved protective clothing ensemble, excluding the station uniform, appropriate for the duties to which the employee is assigned. (That is Structural Firefighting, Crash Fire Rescue, Hazardous Materials Suits, etc.). The protective clothing when issued shall be the property of the City and upon resignation, termination, or retirement shall be returned to the City. Failure to do so shall result in a deduction to final paycheck settlement.

Specifications for protective clothing to be developed by Local #644 President, Fire Department Safety Committee, and Fire Chief. Final authority for adoption of specifications for turnout gear rests with the Fire Chief.

Section 4. UNIFORM CHANGES. The City shall provide the initial issue of all required station uniforms upon the mandatory change from the current station uniform style or fabric.

Section 5. CLOTHING ALLOWANCE. Each member of the bargaining unit will receive two hundred four dollars and fifty cents (\$204.50) every six months for clothing allowance. This allowance will be paid to each member of the bargaining unit on the first pay period in March and the last pay period in August.

ARTICLE 9

UNION BULLETIN BOARDS AND NOTICES

Section 1. Union bulletin boards may be installed by the Union at their expense in each Fire Station in locations approved by the Fire Chief. Bulletin boards will be approved as to size and type by the Fire Chief before installation is made.

Section 2. Approved Notices:

- A. Notices of the Union's recreational, educational and social affairs.
- B. Notices of Union elections, appointments and results of Union elections.
- C. Notices of Union meetings.

Section 3. All notices other than those listed above shall be presented to the Fire Chief for his approval. Such notices, if approved, shall indicate both posting and removal dates. The Union will be responsible for the posting and removal of all Union notices.

ARTICLE 10

WORKING RULES

The Department may adopt rules and regulations for the operation of the Department and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement, the Statutes of the State of Nebraska or the Charter and ordinances of the City of Lincoln.

ARTICLE 11

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

- Section 1.** Suppression employees assigned and who perform in a higher classification than their own shall be compensated at the rate of five percent (5%) above their current regular rate of pay, or at the next highest step in the classification to which they are assigned, from the first hour worked. Suppression employees assigned to work in a higher classification will be selected from existing promotional lists where applicable.
- Section 2.** Suppression employees as defined in Section 1 and assigned as a Deputy Fire Chief shall receive ten percent (10%) above their current regular rate of pay from the first hour worked.
- Section 3.** For those Department sections that have no existing promotional lists, the employee assigned will be presumed to be qualified.
- Section 4.** Forty (40) hour bargaining unit positions: Day Captain — Training, Day Captain — EMS Training, Fire Equipment Mechanic, Fire Prevention Inspector(s) I and II, Transfer Emergency Medical Technician and Transfer Paramedic, assigned and who perform in higher classification than their own in excess of seven (7) hours shall be compensated at the rate of ten percent (10%) above their current regular rate of pay from the first hour of work.
- Section 5.** Employees within the Bureau of Fire Prevention who are temporarily assigned to Chief Fire Prevention Inspector will have equal opportunities to serve in the temporary assignment. Temporary assignments will be accomplished by rotating through all Fire Prevention Inspector IIs.

ARTICLE 12

LABOR-MANAGEMENT COMMITTEE

Section 1. To ensure continued harmonious relations and to bring about a better understanding with regard to City policies and activities, a labor-management committee may be formed. This committee shall consist of three (3) members of the Union to be designated by the Union, and three (3) members for the City to be designated by the City.

Section 2. The purpose of this committee shall be to identify and attempt to resolve, through meaningful discussions, those matters of general interest to employees and management. It will not be within the province of the committee to deal with individual grievances or with amendments to or interpretation of contractual provisions.

Section 3. The committee will hold periodic meetings, and may be convened at the request of either party. The party requesting such a meeting shall submit an agenda for said meeting.

ARTICLE 13

USER DESIGN COMMITTEE

Whenever a new fire station is constructed, there shall be two (2) members of the bargaining unit to serve on a user design committee to work with the Fire Department administration in developing ideas and plans to ensure that fire stations and appointments to fire stations will be more functional and useful to the Firefighters in the future.

ARTICLE 14

SAFETY COMMITTEE

In the interest of safety for the members of the bargaining unit, a Lincoln Fire Department Safety Committee is established. Authority for the program is provided for in the Personnel Code, Section 2.76.535.

The final responsibility for the Safety Program lies with the Fire Chief and it is the intent of the bargaining unit to fully support the administration in all areas of occupational safety. Two (2) members of the Union's Executive Board, chosen by the Union President, shall be members of the Safety Committee. Other members of the Committee shall be Lincoln Fire Department Fire personnel and appointed by the Fire Chief.

The Department Safety Committee shall meet at least once every sixty (60) days to review safety programs and to discuss safety needs in general.

ARTICLE 15

FIRE APPARATUS OPERATOR

Any employee who operates an engine company, truck company, district fire car, or Hazardous Materials Unit as his assigned duty shall be paid at the rate established for the Fire Apparatus Operator classification.

ARTICLE 16

PAY FOR TRAINING SESSIONS

Those employees required to attend training sessions on scheduled time off will be paid in accordance with standard overtime practices.

ARTICLE 17

REDUCTION IN FORCE - LAYOFF AND RECALL

- Section 1.** Supplementing pertinent sections of Chapter 2.76 of the Personnel Code, an employee terminated due to any reduction in force shall be placed on the appropriate re-employment list for a maximum period of two (2) years with recall priority to be based on seniority within the classification, providing ability and fitness are equal.
- Section 2.** The terminated employee upon call back will not be required to take the normal entry employment or agility tests, if it has been less than one year.
- Section 3.** The terminated employee will be required to submit to and pass a suitable physical examination administered by a physician of the City's designation before any duty assignment.
- Section 4.** Perpetration of any of the acts enumerated in Section 2.76.445 of the Personnel Code may preclude any consideration for re-employment.
- Section 5.** A valid Nebraska driver's license will be required.
- Section 6.** No regular employee in the bargaining unit shall be laid off while there are provisional, probationary, or temporary employees serving in the same job classification. Whenever a bargaining unit position is abolished or a bargaining unit reduction in force becomes necessary, layoffs shall be in reverse order of total service with the City. Bargaining unit members shall retreat to the last classification held immediately prior to their current classification. If a member is not qualified or current in the lower classification, he shall be given thirty (30) days to qualify for the position. When a position which was eliminated through a RIF again becomes available to the affected employee, an employee who retreated shall be reinstated to the higher classification without going through the normal promotion testing process.
- Section 7.** Terminated employees to be recalled shall be given a minimum of seven (7) calendar days to respond after notice has been sent by certified mail to their last known address on record with the Personnel Department.
- Section 8.** Terminated employees who decline recall or who fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- Section 9.** An employee not represented by this agreement shall not be allowed to retreat into a bargaining unit position.
- Section 10. VOLUNTARY DEMOTIONS.** An employee may vacate from his current classification once per year given there is an opening and the employee is qualified to perform in the lower classification. Employees will have thirty (30) days to certify for position openings.
- Section 11.** No employee shall be displaced from the Fire Department through a voluntary demotion.
- Section 12.** Employees who voluntarily demote to a lower classification will be placed in the new payline for the lower classification based on their years of service in the lower classification.

Section 13. Employees that voluntarily demote to the classification of Firefighter will receive credit for total time spent in the department when being placed on that payline.

ARTICLE 18

WORKING CONDITIONS

- Section 1.** Members of the bargaining unit shall not be required to wash and maintain official cars assigned to individual members of the Department.
- Section 2.** Fire Suppression personnel shall not be required to conduct business inspections, outdoor training sessions, or public education events when the temperature is below thirty-two degrees (32°) Fahrenheit or ambient temperature and heat index is above ninety degrees (90°) Fahrenheit or during times of inclement weather.
- Section 3.** Fire Suppression personnel shall not be required to paint, perform construction projects on City property, or move furniture (outside of what is necessary for general cleaning of quarters).

ARTICLE 19

UNION - BUSINESS

Employees holding Union office or delegates shall be granted time to perform the following functions without loss of pay:

1. Negotiation meetings with the City. (Limit 10 members.)
2. Labor-Management Conferences with the City. (Limit 3 members.)
3. Safety Committee meeting. (Limit 2 members.)
4. Conferences and seminars to be mutually agreed upon by the Fire Chief and the Union. The maximum to be forty-eight (48) hours pay per fiscal year.
5. Members of the bargaining unit who request to attend schools or conferences which may take place on the employee's regularly scheduled day or days off shall not receive compensation in excess of their regularly bi-weekly compensation including F.L.S.A. compensation while attending said school or conference except for travel expenses as authorized by the City. Nothing in this Article shall be construed to limit the Fire Chief's inherent management right to assign members to attend schools or conferences.
6. The Union President or his designated representative shall be authorized paid time off to represent employees in the processing of grievances and when requested, while representing members of the bargaining unit during disciplinary hearings or other administrative conferences up to twenty-four (24) hours per year.

The Union must notify the Fire Chief as early as possible so that the necessary fill-in for the employee can be arranged. The names of the Union negotiating team should be a matter of record at the Fire Chief's office.

ARTICLE 20

REPLACEMENT OF PERSONAL ITEMS

Section 1. The City shall provide for the repair or replacement of personal property lost or damaged in the performance of duty. Items of personal property and dollar ceilings shall be limited to the following:

Eyeglasses and contact lenses = full cost.

Section 2. Claims under Section 1 must be initiated by verbal contact with the claimant's Deputy Fire Chief within twenty-four (24) hours of the loss.

ARTICLE 21

RIGHT TO SEE PERSONNEL FILE

Section 1. Every member of the bargaining unit shall have the right to see and examine his own personnel file at Fire Department headquarters upon proper request through normal procedure.

Section 2. Upon the written request from an employee, all reprimands shall be removed from an employee's file one (1) year from the date of the reprimand as long as there are no additional performance problems during that twelve (12) month period.

ARTICLE 22

GRIEVANCE AND ARBITRATION PROCEDURE

For the purposes of this Article, the term "working days" shall mean Monday through Friday which excludes Saturday, Sunday, and holidays.

Section 1. The grievance and arbitration procedure set forth herein is designed to preserve harmony and friendly relations between the City and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance and arbitration procedure shall not be used to change, but to clarify provisions of the Personnel Code, municipal ordinances, Department rules and regulations, and the contract between the Union and the City.

Section 2. A grievance is hereby jointly defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions of this Agreement relating to wages, fringe benefits, or working conditions. If any grievance is applicable to more than one employee, a grievance may be initiated by the Union on behalf of the affected group by naming one such aggrieved employee by name and "all other similarly situated employees."

Section 3. In reducing a grievance to writing, the following information must be stated with reasonable clearness: The exact name of the grievant(s), the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

Section 4. Grievances shall be processed in the following manner:

Step 1. Within ten (10) working days of the occurrence of the disagreement giving rise to the grievance, the employee must submit a written request to the Department Head for a meeting to discuss the grievance. The Department Head or his designee shall arrange for a meeting with the employee within ten (10) working days from the date of receipt of employee's request for review as described in this step. The employee is entitled to be represented by a Union representative or by the Union's attorney at this meeting. The Department Head will render a written decision within ten (10) working days of the meeting with the employee.

Step 2. If the grievance is not solved under Step 1, the employee may request a hearing before the Personnel Board or arbitrator by notifying the Personnel Director in writing, within five (5) working days from the date of decision in Step 1. Upon such written notification, the Personnel Director shall arrange for a hearing before the Personnel Board within thirty (30) working days from the date of request as described in this step.

If such Personnel Board hearing and written decision do not resolve the grievance, then arbitration may be requested under the procedure hereinafter provided.

Section 5. It is understood and agreed that a written grievance taken to arbitration under this Agreement, in order to be valid under this Agreement, must allege a direct violation of the express purpose of the contractual provision in question. It is also understood and agreed that it is the intent of the parties to this Agreement that a written grievance taken to arbitration shall not be valid if such written grievance challenges action taken by the City in the exercise of inherent management rights, except where such written grievance is based upon a clear, express limitation thereon.

Section 6. Upon receipt of a notice of intent to arbitrate a grievance, the City, through its designated representative, and the employee, or his designated representative, shall promptly meet and attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator by this method, the parties will jointly address a letter to the American Arbitration Association requesting a list of five (5) qualified arbitrators. The party filing the notice of intent to arbitrate shall first strike a name from the list and the other party shall then also strike a name from the list until the remaining member of the panel submitted is chosen as an arbitrator. The arbitrator chosen shall promptly schedule a hearing on the merits of the grievance at issue, unless the parties agree to another procedure, and shall thereafter promptly submit a decision resolving the dispute.

Section 7. The arbitrator selected in accordance with the procedures of Section 6 of this Article shall have jurisdiction only to interpret, apply, or determine compliance with the express provisions of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement and he shall consider and render decisions upon only such issues as are directly raised by the written grievance taken to arbitration, and such grievance shall not in any way be changed or amended after it is presented in accordance with the provisions of Sections 5 or 6 of this Article. The arbitrator may interpret the express provisions of this Agreement, only insofar as it is necessary to the determination of the grievance at issue.

Section 8. A grievance may be initiated and prosecuted by the City with regard to actions by the Union which are violations of this Agreement by the filing of such grievance, in writing, with the designated representative of the International Association of Fire Fighters Local No. 644. Notice shall be given by registered mail. Within ten (10) days of the date of delivery of such grievance, the designated representative of the Union, and the City, through its designated representative, shall arrange for a meeting in order to discuss the grievance. The designated representative of the Union shall provide the City, or its designated representative, with a written answer to the grievance within ten (10) working days after the conclusion of such a meeting. If a satisfactory settlement is not reached under this procedure, the City may file a notice of its intention to arbitrate the grievance if such notice is filed with the designated employee representative within ten (10) working days after receipt of the Union's answer as provided in this section. Section, jurisdiction, and conclusiveness shall be the same as set out in Sections 5, 6, and 7 above.

Section 9. If either party is dissatisfied with the arbitrator's decision, it may appeal to a court of competent jurisdiction within Lancaster County, Nebraska.

Section 10. Expenses for the arbitrator's services and the arbitration proceeding in all cases of arbitration shall be borne wholly by the party who loses the arbitration, and each party shall be responsible for compensating its own representatives and witnesses and its costs incurred in presenting its case to the arbitrator.

Section 11. The time limits provided for in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to re-submittal of the grievance or notice of intention to arbitrate shall constitute an unconditional acceptance of the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate. The parties may mutually agree to an extension of the times in writing at any step of the grievance procedure.

ARTICLE 23

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety, and welfare demands that neither the Union, nor any individual City employee in the bargaining unit, or any person acting in concert with them will cause, sanction, or take part in any strike, walkout, sit-down, slowdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine of the City without just cause. The provisions of this Article apply as long as this Agreement is in effect.

Section 2. Violation of any provision of this Article by the Union shall be cause for the City to terminate this Agreement upon the giving of written notice to this effect to the President of Local No. 644, Lincoln Firefighters Association, Lincoln, Nebraska, in addition to whatever other remedies may be available to the City at law or in equity.

Section 3. Violation of any of the provisions of this Article by any individual City employee in the bargaining unit shall be just cause for the immediate discharge of that employee in addition to whatever other remedies may be available to the City at law or in equity. No City employee in the bargaining unit shall receive any portion of his salary and/or other fringe benefits while engaging in activity in violation of this Article.

Section 4. The City agrees that it shall not lock out any employees because of a labor dispute or invoke Section 2 or Section 3 of this Article without just cause.

ARTICLE 24

NON-DISCRIMINATION

Section 1. The parties hereby agree not to discriminate against any employees because of race, color, creed, sex, religious or political affiliations, national origin, disability, age, marital status, receipt of public assistance, or Union or non-Union membership

Section 2. The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

Section 3. Notwithstanding any provisions in this Agreement, the City, upon notice to the Union, may relocate, transfer, reassign, modify job duties of any employee or take any other appropriate action in order to comply with the Americans with Disabilities Act.

ARTICLE 25

PRODUCTIVITY

The parties recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. The parties may agree to meet at mutually convenient times to discuss means of increasing departmental productivity.

ARTICLE 26

ON CALL/CALL BACK DUTY

Section 1. An employee officially on on call duty shall receive two (2) hours of pay (at straight time) for each twenty-four (24) hour day of such on call duty.

Section 2. When recalled for duty (emergency or non-emergency), an employee will be paid a minimum of two and one-half (2.5) hours, at one and one-half (1.5) times his normal hourly rate.

Section 3. The night duty Inspector will take home a fire car with equipment and will respond to emergency or non-emergency runs as requested by the Fire Department or other approved agencies. The night duty Inspector's tour of duty shall be eight (8) hours. He shall receive one (1) hour of on call pay for the on call duty occurring at the end of his shift until the following morning.

Section 4. When recalled for duty (emergency or non-emergency), a Fire Prevention Inspector will be paid a minimum of two and one-half (2.5) hours, at one and one-half (1.5) times his normal hourly rate, per recall unless responding to multiple calls during the call back. If responding to multiple calls during the two and one-half (2.5) hour call back, the employee will be paid one and one-half (1.5) times his normal hourly rate or for actual time worked, whichever is greater.

ARTICLE 27

CHECK-OFF

Section 1. The City shall deduct regular monthly Union dues from the pay of each employee covered by this Agreement; provided, that at the time of such deduction there is in the possession of the City a current unrevoked written authorization, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "B" and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

Section 2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

Section 3. Such authorized deductions shall be made from the first payroll period of each calendar month and will within twenty (20) days following the issuance of pay warrants for that pay period be remitted to the duly designated Union official. The Union shall advise the City in writing of the name of such official.

Section 4. If the City receives an employee revocation of authorization no later than two (2) weeks prior to the first payday of each month, no deduction will be made from that payroll period or subsequent payroll periods. Revocations received too late for this handling will then only affect subsequent payroll periods.

Section 5. At the time of execution of this Agreement, the Union shall advise the City in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the City to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular monthly Union dues duly approved in accordance with the Union's constitution and bylaws.

Section 6. The City agrees to provide this service without charge to the Union.

Section 7. The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. If the City inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Union agrees to refund said deduction to the affected employee. The Union further agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of the Article.

Section 8. If the Union has not implemented the above provisions which establish and place this checkoff system into operation within sixty (60) calendar days of the beginning of this Agreement, this Article 27 shall be null and void and of no force and effect.

ARTICLE 28

FITNESS FOR DUTY

Section 1. The City and the Union shall research and agree upon fitness for duty standards which are mutually acceptable to both parties. The standards shall be set forth in management policy and shall comply with the ADA.

Section 2. Upon completion of Section 1, in order to encourage employees to meet the fitness for duty standards, the City will make available to the employees appropriate exercise equipment. Said equipment shall be made available at each station and will be of a type which is necessary for meeting and maintaining the fitness for duty standards. Final authority for purchase of exercise equipment rests with Fire Chief.

Section 3. Upon the completion of Section 1, an employee who does not meet the fitness for duty standards shall be given a mutually agreed upon prescribed rehabilitation period under the guidance of both the department's physician and the employee's physician. The employee shall be placed on Temporary Modified Work Assignment during the rehabilitation period in accordance with the duty and non-duty temporary disability policy of the City. All costs associated with the duty related rehabilitation shall be paid by the City.

Section 4. If an employee is unable to meet the fitness for duty standards after rehabilitation, the employee may be eligible for a disability pension in accordance with the pension provision.

Section 5. If an employee is disabled and/or not able to meet the fitness for duty standards, the City shall make reasonable effort to place the employee in another position within the City if the employee desires such employment.

Section 6. Employees who are not covered by the pension disability provisions and who are unable to meet the fitness for duty standards will be reviewed annually for a three (3) year period for re-employment.

ARTICLE 29

MILEAGE

The City will pay on August 1st any authorized travel mileage incurred during the current fiscal year. Payment may be made in cash.

ARTICLE 30

ISSUANCE OF DEPARTMENT MANAGEMENT POLICIES

The City of Lincoln Fire Department will issue new management policies, where applicable, for changes brought about through negotiations no later than thirty (30) days from the effective date of the new contract.

ARTICLE 31

HEALTH CARE PLAN AND LIFE INSURANCE

Section 1. HEALTH PLAN. The City shall provide a group comprehensive health care plan to regular employees. The City shall pay ninety-eight and five-tenths percent (98.5%) of the monthly cost of single coverage.

The City will pay eighty-four percent (84%) of the monthly cost of family coverage and eighty-four percent (84%) of the monthly cost of 2/4 party coverage.

Section 2. DENTAL PLAN. Regular full-time employees shall be eligible to participate in the dental plan. The City will pay ninety-seven and five-tenths percent (97.5%) of the monthly cost of single coverage and eighty-five and five-tenths percent (85.5%) of the premium cost for 2/4 or family coverage and the employee will pay the balance of the monthly cost of coverage.

Section 3. LIFE. The City shall pay one hundred percent (100%) of the monthly premium for a \$30,000 life insurance policy with accidental death and dismemberment, for each member of the bargaining unit.

Section 4. Existing benefits shall not be changed except by mutual agreement.

Section 5. Retired members of the Lincoln Fire Department receiving, or to receive City of Lincoln monthly pension checks, may participate in the group comprehensive health care plan for active City employees, provided that each retiree so desiring will execute the required forms in a timely fashion, and further provided that each retiree will be required to pay the full monthly cost at the current rates subject to any rate increases which may occur from time to time. Such payment will be made by payroll deduction from pension checks, or by direct payment in the case of an early retiree.

Section 6. POST EMPLOYMENT HEALTH PLAN (PEHP). The City shall provide a Post Employment Health Plan, which allows for the accumulation of funds for the future payment of medical expenses and premiums. The amount of dollars paid into the employee's PEHP account, by the City on behalf of the employee, shall be thirty dollars (\$30.00) per pay period for the duration of the contract. In addition, upon retirement or death a portion of the employee's sick leave balance shall be added (paid) into the employee's PEHP premium account. This amount shall be as specified under Article 32, Section 1. The PEHP will be considered by both parties as part of the total compensation for the computations of wages and benefits.

ARTICLE 32

LEAVE PROVISIONS

Section 1. SICK LEAVE. For purposes of this Section, the term "day" shall be defined as follows:

Twelve (12) hours for Fire Suppression employees.

Eight (8) hours for Day Captain — Training, Day Captain — EMS Training, Fire Equipment Mechanic, Fire Prevention Inspector(s) I and II, Transfer Emergency Medical Technician, and Transfer Paramedic.

Sick leave shall be earned by each regular full-time employee in a classified position at the factored hourly equivalent of one (1) working day for each full month of service. Sick leave shall not be earned or granted during the first six (6) months of employment after initial appointment. Earnings shall be computed only for those hours when an eligible employee is in a pay status excluding overtime.

Sick leave with pay must be earned before it can be granted, and advancing sick leave is prohibited. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of actual personal illness, non-compensable bodily injury, compensable bodily injury after the exhaustion of injury leave for those employees with a six (6) month injury leave benefit, pregnancy or disease, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or to keep a medical or dental appointment.

Sick leave may also be granted for a maximum of sixty (60) hours for Fire Suppression employees or forty (40) hours for Day Captain — Training, Day Captain — EMS Training, Fire Equipment Mechanic, Fire Prevention Inspector(s) I and II, Transfer Emergency Medical Technician, and Transfer Paramedic employees in each calendar year for illness in the employee's immediate family. Immediate family will also include any other family member, whether it be by blood or marriage, or legal adoption or foster children, residing in the same household. Such time off will be deducted from the employees accumulated sick leave.

When an employee finds it necessary to be absent for any of the reasons specified herein, he shall cause the facts to be reported to his Deputy Fire Chief in accordance with departmental rules and regulations, a minimum of one (1) hour prior to the commencement of his assigned duty shift.

An employee must keep his Deputy Fire Chief informed of his condition. This shall be on a daily basis unless waived by the Fire Chief or his designated representative. Generally, an employee will be required to submit a medical certificate for absences in excess of four (4) continuous days unless required by the Fire Chief to submit a medical certificate for any absence. Failure to fulfill these requirements may result in denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave. Sick leave shall not accrue during any period of leave of absence without pay, or during a period of sick leave of one (1) month or more.

Unused sick leave accumulation is unlimited. The City and the Union commit to the evaluation and establishment of a mutually beneficial non-use of sick

leave incentive and pay-out policy. Until such time that a policy is established, accumulated sick leave shall be compensated as follows: Upon retirement from the City service, an employee shall be paid fifty percent (50%) of his accumulated sick leave with a maximum of nine hundred thirty (930) hours for an employee who works a fifty-six (56) hour work week or six hundred twenty (620) hours for an employee who works a forty (40) hour work week, with the rate of payment based upon his regular pay at the time he retires. Upon the death of an employee, his beneficiary shall be paid fifty percent (50%) of his accumulated unused sick leave with a maximum of nine hundred thirty (930) hours for an employee who works a fifty-six (56) hour work week or six hundred twenty (620) hours for an employee who works a forty (40) hour work week, with the payment based upon his regular pay at the date of his death. One hundred percent (100%) of the sick leave balance pay out will be paid into the employee's PEHP Premium account.

Section 2. VACATION. Each regular and probationary employee in a classified position shall earn vacation leave credit annually as follows:

For any Fire Suppression employee:

Less than five (5) years of service - At the factored hourly equivalent of ten (10) working days per year, five (5) shifts.

After five (5) years of service - At the factored hourly equivalent of fifteen (15) working days per year, seven and one-half (7 1/2) shifts.

After ten (10) years of service - At the factored hourly equivalent of sixteen (16) working days per year, eight (8) shifts.

After fifteen (15) years of service - At the factored hourly equivalent of twenty (20) working days per year, ten (10) shifts.

After twenty (20) years of service - At the factored hourly equivalent of twenty-three (23) days per year, eleven and one-half (11 1/2) shifts.

For any Day Captain — Training, Day Captain — EMS Training, Fire Equipment Mechanic, Fire Prevention Inspector(s) I and II, Transfer Emergency Medical Technician, or Transfer Paramedic employee:

Less than five (5) years of service - At the factored hourly equivalent of ten (10) working days per year, or eighty (80) hours.

After five (5) years of service - At the factored hourly equivalent of fifteen (15) working days per year, or one hundred twenty (120) hours.

After ten years of service - At the factored hourly equivalent of sixteen (16) working days per year, or one hundred twenty-eight (128) hours.

After fifteen (15) years of service - At the factored hourly equivalent of twenty (20) working days per year, or one hundred sixty (160) hours.

After twenty (20) years of service - At the factored hourly equivalent of twenty-three (23) days per year, or one hundred eighty-four (184) hours.

The Fire Chief may require that vacation leave be taken not less than one (1) day at a time. For the purposes of determining years of service for vacation

leave, the term "year" shall mean "calendar year". Vacation leave shall not accrue during a leave of absence without pay.

No vacation leave shall be granted during the probationary period after original appointment, but upon satisfactory completion of such period, vacation leave shall accrue to the employee for the time served during the probationary period. The Fire Chief shall keep records on vacation leave credit and use and shall schedule vacation leave with particular regard to the seniority of employees, to accord with operating requirements, and insofar as possible with requests of employees.

Any employee who has completed his probationary period after original appointment and leaves the City service in good standing after giving two (2) weeks notice of such termination of employment shall be compensated for vacation leave accrued and accumulated to the date of separation. Such two (2) week notice may be reduced or waived by the Fire Chief in the event of extenuating circumstances.

For the purpose of maintaining necessary personnel on duty to accomplish City work, the Fire Chief, with approval of the Mayor, may waive accumulated vacation leave in excess of ten (10) working shifts for any employee entitled to more than ten (10) working shifts vacation leave in any year and in lieu thereof grant such employee additional pay at his usual rate of pay as of the last January 1; provided, the Fire Chief shall not waive vacation and grant additional pay in lieu thereof as provided above, unless there are sufficient funds therefore in the Department's budget for salaries. All additional pay for such waived vacation shall be paid to the employees entitled thereto at the first pay period in the month of July of each year.

Whenever a member of the bargaining unit, because of a line-of-duty injury cannot utilize his vacation during that calendar year, the employee shall carry over any unused portion of said vacation.

SELECTION OF VACATION DAYS: Vacation picks on each shift will begin with the individual having the most Department seniority selecting vacation first as outlined in A, B and C.

- A) First pick:
1. Employees having seven (7) or more shifts of vacation earned the previous year will select a seven (7) shift working set. A year-end extension will be granted for sets beginning in one calendar year and ending in the next calendar year.
 2. Employees who have earned less than seven (7) shifts during the previous calendar year will select a portion of a working set to utilize their vacation shifts. A year-end extension will be granted for sets beginning in one calendar year and ending in the next calendar year.
- B) Second pick: Employees will select those remaining work shifts accrued by Lincoln Fire Department members in excess of seven (7) shifts earned the previous year. The remaining work shifts will be selected in twenty-four (24) hour increments until all days are picked.

- C) Any hours less than twelve (12) may be carried over to the next year and must be picked in the next vacation selection cycle.

Section 3. FUNERAL LEAVE. In the case of death of the mother, father, stepmother, stepfather, brother, sister, husband, wife, child, stepchild, mother-in-law, father-in-law, grandparent, grandchild, or in the case of death of any other relative residing in the immediate household of a regular employee, the employee shall be allowed two (2) days funeral leave with regular pay without deduction from his pay or accumulated sick leave to attend the funeral or memorial service. In the case of death of a sister in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, or niece of a regular employee, the regular employee shall be allowed one (1) day funeral leave with regular pay without deduction from his pay or accumulated sick leave to attend the funeral or memorial service. In addition, the regular employee may be allowed to use up to four (4) working days of his accumulated sick leave in the case of death of any of the above designated persons for the day before or following the funeral to attend the funeral or memorial service. For purposes of this Section, the term "day" shall be as defined in Section 1.

ARTICLE 33

HOLIDAYS

For the purpose of this Article, the term "day" shall be defined as follows:

Twelve (12) hours for Fire Suppression employees.

Eight (8) hours for Day Captain — Training, Day Captain — EMS Training, Fire Equipment Mechanic, Fire Prevention Inspector(s) I and II, Transfer Emergency Medical Technician, and Transfer Paramedic.

Section 1. Day Captain — Training, Day Captain — EMS Training, Fire Equipment Mechanic, Fire Prevention Inspector(s) I and II, Transfer Emergency Medical Technician, and Transfer Paramedic Employees Authorized Holidays. The following and, in addition, any other days that may be designated by the Mayor are paid holidays: New Year's Day, Martin Luther King, Jr.'s Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday; whenever a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. Holidays which occur during a vacation, sick, funeral, or injury leave shall not be charged against that leave. An employee absent without authorized leave on the last working day preceding or the first working day following a holiday shall not receive regular compensation for the holiday.

All employees as addressed in this Section will take time off for all holidays.

RECALL ON A HOLIDAY. If recalled on a holiday, employees shall be paid one and one-half (1 1/2) times the hourly rate for such hours worked in addition to the regular holiday pay.

Section 2. HOLIDAY PAY.

Fire Suppression employees:

- A. All three (3) platoons will receive holiday pay at twelve (12) hours times hourly rate, for the following holidays: New Year's Day, Martin Luther King, Jr.'s Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- B. Recall on a holiday. In addition to holiday pay, those employees recalled for "emergency service" will be paid the normal one and one-half (1 1/2) times the hourly rate for time worked. [Minimum two (2) hours.]
- C. Employees may utilize their one (1) personal holiday at the discretion of the employees with company officer and deputy chief's approval from the beginning of the contract year to the end of the contract year.

Section 3. Employees will not be charged sick leave for illness extending through the holiday.

No member of the bargaining unit shall lose any personal holiday time while on paid sick leave or injury leave which is for an extended period of time. [One (1) month or more.]

ARTICLE 34

INTERNAL REVENUE SERVICE

If requested by an employee undergoing an Internal Revenue Service audit, the Fire Chief will verify for the employee, in writing, those days during the period being audited that the employee was on duty.

ARTICLE 35

SAVINGS CLAUSE

This Agreement shall be binding upon the parties hereto and it shall not be subject to change except by mutual consent of the parties. Any present benefits as to wages, hours of work or conditions of employment not specified in this Agreement shall remain in effect.

ARTICLE 36

TERM

This Agreement shall be in effect as of August 16, 2001, and shall remain in full force and effect through and including August 31, 2004. Negotiations for a new contract shall begin no later than March 1, 2004. The parties shall attempt to reach agreement by May 31, 2004, so that economic issues can be incorporated into the Mayor's budget.

Executed by the City this _____ day of _____, 2001.

ATTEST

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Mayor, City of Lincoln

Executed by the Union this _____ day of _____, 2001.

NEGOTIATING COMMITTEE:

LOCAL #644, LINCOLN FIREFIGHTERS
ASSOCIATION

Vice President

President

Secretary

Treasurer