# AGREEMENT

BETWEEN LINCOLN FIREFIGHTERS ASSOCIATION,

LOCAL NO. 644,

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

AND THE

CITY OF LINCOLN, NEBRASKA,

FOR THE PERIOD OF

AUGUST ~~19, 2010~~ 18, 2011 THROUGH AUGUST 31, 2011~~1~~2

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APPENDIX A

# 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 and Rescue 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;

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 and Rescue Department covered by this Agreement, to prevent interruptions of work and interference with the efficient operation of the Fire and Rescue 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 Lincoln Fire and Rescue Department of the City of Lincoln, Nebraska.

B. EMPLOYEE shall mean any uniformed, regular, full-time employee of the Lincoln Fire and Rescue Department of the City of Lincoln, Nebraska, including and limited to Firefighter, Fire Apparatus Operator, Fire Captain, Fire Prevention Inspector(s) I and II, Firefighter/Paramedic, Fire Equipment Mechanic, and Captain — EMS Training.

C. FIRE CHIEF shall mean the duly appointed Chief of the Lincoln Fire and Rescue 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.

H. SENIORITY shall mean the continuous length of service without a break in service of an employee with the Lincoln Fire and Rescue Department.

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

## ISSUANCE OF DEPARTMENT MANAGEMENT POLICIES

**Section 1.** The City of Lincoln Fire and Rescue 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.

**Section 2.** The City and Union agree to adhere to Management Policy 209.20 7/04 as it relates to the ongoing operations of the Lincoln Fire and Rescue Department.

**Section 3.** The Department will discuss any new policies at the ~~Labor-Management~~ LFR Leadership Committee meeting prior to implementation.

## ARTICLE 5

## 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 6

## 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 employees and shall reflect an increase of ~~three percent (3%)~~ .75% effective August ~~19, 2010~~ 18, 2011. ~~These rates will be adjusted, in an amended Appendix A, to reflect an increase of three percent (3%) effective February 17, 2011.~~

**Section 2.** The City shall provide 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.

All employees shall be required to utilize the City's direct deposit payroll program.

**Section 3.** The annual salary for each of the following classifications shall be the same: Fire Captain; Fire Prevention Inspector II; and 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 the rate of sixty-five cents (65¢) per hour.

**Section 5.** 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.

**Section 6.** PARAMEDIC PRECEPTORS. Those employees designated by the Department and/or medical director as a paramedic preceptor will receive additional compensation in the amount of five percent (5%) of that employee's regular hourly compensation during periods when they are actually precepting.

**Section 7.** EMPLOYEES SYSTEM CERTIFIED AS PARAMEDICS.

A. Any full-time regular employee ~~as of August 20, 2009~~ who is system certified as a Paramedic shall receive additional compensation in the amount of ~~two dollars and forty-two cents ($2.42) per hour. Effective February 17, 2011 the additional compensation shall increase to~~ two dollars and forty-nine cents ($2.49) per hour. Full-time regular employees who are system approved and providing advanced life support level care, but who may not be fully system certified will receive additional compensation in the amount of one dollar ($1.00) per hour. Any employee who completes probation after August 20, 2009 will be paid in accordance with pay range F07.

B. Any system certified employee assigned to the Medic Unit shall receive an additional forty cents (40¢) per hour.

C. A Firefighter who is assigned and drives the Medic Unit shall receive additional compensation in the amount of five percent (5%) above his current regular hourly compensation. In the event two system certified Paramedics are assigned to the Medic Unit at the same time, the additional compensation shall be split equally, or two and one-half percent (2.5%) to each employee.

**Section 8.** EMS SUPERVISOR. Those employees designated by the Department as an EMS Supervisor will receive additional compensation in the amount of 8.5% of that employee's regular hourly compensation during periods when they are actually assigned as EMS Supervisor.

**Section 9.** SUPPRESSION EMPLOYEES ASSIGNED TO 40 HOUR WORK SCHEDULE.

Any full-time regular employee who is assigned to a 40 hour work schedule in the Training, Maintenance or Administrative division (excluding TMWA) either temporarily or permanently, shall receive additional compensation in the amount of three dollars and twenty-nine cents ($3.29) per hour above their base rate.

## ARTICLE 7

## PROMOTIONS/VOLUNTARY DEMOTIONS

**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 accordance 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)~~ fifty-six (56) day work period (~~three~~ four bi-weekly pay periods) if there is a promotional list in effect. If there is not a current promotional list, ~~or~~ an acting assignment will be compensated in accordance with Article 10.

When a vacancy occurs, the Fire Chief shall appoint the most qualified candidate from the current promotional list in rank order, beginning with number one followed by two, etc., until all qualified applicants have been promoted or the life of the current list ends, as defined by the contract. An employee who declines to accept a promotion to a Fire Captain's position, a Fire Prevention Inspector position, or to a Fire Apparatus Operator position shall not suffer any loss of consideration for future promotions unless the employee declines a rank order promotion after the Fire Chief has exhausted his obligation to offer each candidate the opportunity.

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

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

C. Written and oral promotional examinations for the position of Fire Apparatus Operator are to be given between August 10th and November 10th of even numbered years.

E. 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~~ through E of this 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. Management Policies #508.12 and #508.13, shall be updated or revised by March 1st of even 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.

**Section 6.** FIRE CAPTAIN AND FIRE APPARATUS OPERATOR. With respect to a promotion to the position of Fire Captain and Fire Apparatus Operator, the following procedures shall be followed by the City:

The City will test for the position of Fire Captain in odd numbered years. The City shall test for the position of Fire Apparatus Operator in even numbered years. Those employees meeting the minimum eligibility requirements to test for the position shall be allowed to take a written examination for the position. In order to be eligible to participate in further stages of the examination, an employee must obtain a raw score of sixty percent (60%) or better on all written examinations. In order to determine the employee's raw score, it is understood between the Union and the City that seniority points will not be applied or considered in evaluating whether or not an employee has obtained a raw score of sixty percent (60%) or better on the written examinations.

All employees obtaining the minimum score on the written examinations shall proceed to the next phase, which would be an oral interview, after which time a list of eligible candidates shall be created based on each candidate's combined score on all phases of the examination, including the written exam, the oral interview, and seniority points as defined herein.

**Section 7.** FIRE PREVENTION INSPECTOR I. It is understood between the parties that the procedures set forth in Sections 1 through 5 shall also apply to promotions to the position of Fire Prevention Inspector I, which shall be made from the ranks of the Lincoln Fire and Rescue Department, including but not limited to Firefighter and Fire Apparatus Operator. The City's obligation to test for promotion to the position of Fire Prevention Inspector I shall be subject to the occurrence of a vacancy within that classification. The City is not obligated to test for a position within the classification of Fire Prevention Inspector I on a bi-annual basis. However, upon completion of the promotional testing process, which shall consist of an initial written exam on which an applicant must receive a raw score of sixty percent (60%) or better and an oral interview process, the employee's combined score plus seniority points as identified herein shall be the basis for the employee's placement on a final eligibility list. Promotion to a vacant position in the classification of Fire Prevention Inspector I shall be made in rank order from that eligibility list.

Anytime it becomes necessary to establish a list of candidates for Fire Inspector I, that list shall remain in effect for two (2) years following it's establishment unless the list has been exhausted or there are no remaining candidates on the list.

It is understood by the parties that promotion to the classification of Fire Prevention Inspector II is not subject to the terms of this Article. There will be no competitive testing done by the City for promotion from Fire Prevention Inspector I to Fire Prevention Inspector II. However, in the event an employee does not successfully complete the proper certification within the two (2) years as a Fire Prevention Inspector I, the employee may be returned to his previous classification at the discretion of the City.

**Section 8.** VOLUNTARY DEMOTIONS. For purposes of this Section, the term "opening" shall apply to any permanent vacancy in a classification. 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 to which the employee has requested a demotion. The Department will assign voluntarily demoted employees beginning with the next employee pay cycle. Employees will have thirty (30) days to certify for position openings.

No employee shall be displaced from the Department through a voluntary demotion.

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. <u>However, an employee who voluntarily demotes to Fire Inspector I will be frozen until such time as they are promoted to Fire Inspector II.</u>

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 8

## TRANSFERS

**Section 1.** In the event of a position opening for any reason for which the Department can fill by lateral transfer, such transfer shall be made in accordance with the following provision: Only employees with a minimum of three (3) calendar years of service with the Lincoln Fire and Rescue Department shall have rights to transfer under this Section. Transfers will occur in conjunction with a 56 day work period as posted on the work schedule. All transfers must be received by 17:00 hours on the Wednesday one week before the 56 day period. For the purposes of this Article and this Article only, seniority shall be determined by time in grade. In the event that employees were promoted on the same day, seniority shall be determined by the order in which they were promoted. The City shall maintain a list for time in grade seniority for the positions of Captain and Fire Apparatus Operator.

**Section 2.** An employee wishing to transfer from one station to another, from one apparatus to another, or from one shift to another, shall submit his name on a form entitled "Request to Transfer Form" which will be developed with the approval of the City and the Union and be available in the intranet form file. It is the responsibility of the employee to forward this form to his respective Deputy Chief. The request will then be forwarded to Fire Administration, who will maintain a file of transfer requests on an annual basis. The file will be purged at the end of each calendar year and any employees wishing to file transfer requests must then resubmit such request on or after January 1st of each calendar year covered by this Agreement. Should a position vacancy occur, the Fire Chief shall consider all previously filed transfer requests and the most senior employee who has requested a transfer to the vacant position being considered shall be assigned to the position. When an employee is granted a transfer request, the employee will not be eligible to request another transfer for one (1) year from the date the transfer was effective unless they are promoted or demoted to another classification.

**Section 3.** In the event the Fire Chief determines that the transfer of the most senior employee is not in the best interests of the Department, the next most senior employee who has submitted a transfer request to fill the position shall be assigned to the position. In every such case where the Fire Chief determines that assignment of the most senior employee who has requested transfer to a vacant position is not in the best interests of the Department, the Fire Chief shall provide to the most senior bidder a written statement of the reason or reasons which the Fire Chief believes support a determination that such transfer is not in the best interests of the Department. It is expressly understood that such determination by the Fire Chief is not subject to the grievance procedure embodied in this Agreement in Article 24. It is also expressly understood between the parties that in the event the Fire Chief takes disciplinary action against an employee, that employee's rights to transfer under this Article may be suspended for a period of time not to exceed two (2) years. However, such decision to include this form of discipline in a disciplinary action is subject to the grievance procedures set forth in this contract under Article 24 in the event of a suspension, demotion, or discharge.

**Section 4.** Except for employees holding paramedic certifications, employees may be temporarily assigned to other assignments within their classification for the purposes of staffing, training, or development of experience for a maximum of one (1) set of work days under the current schedule. After such temporary assignment, the employee must be returned to his assigned station and apparatus for no less than two (2) sets of work shifts under the current schedule. During this time the position vacated by the employee because of such temporary assignment will not be considered vacant for purposes of consideration for transfer requests under this Article.

## ARTICLE 9

## ON CALL/CALL BACK DUTY AND OVERTIME

**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 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.

**Section 5.** The payment of overtime is based upon work performed in excess of forty (40) hours per work week for employees scheduled to work a forty (40) hour work week. A work week is hereby defined as Thursday through the following Wednesday. Vacation, sick leave and legal holidays shall count as hours worked toward the forty (40) hour accumulation.

**Section 6.** The City is exercising it's rights under the 207k exemption (29 USC 207k and 29 CFR 553.11) for employees working the 24 hour schedule. The work cycle is defined beginning on Thursday and ending on Wednesday with twenty eight (28) consecutive 24 hour periods. Vacation and sick leave shall count as hours worked in the computation of overtime.

**Section ~~6~~7.** Fire Administration and the Union will continually strive to implement a fair and equitable overtime policy.

## ARTICLE 10

## 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 pay 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 using the following method:

Deputy Chief: Any temporary assignment will be made from qualified individuals who have passed the promotional exam for Deputy Chief. This shall consist of the top six candidates for the first position and one for each subsequent position. All reasonable efforts will be made to divide Deputy Chief temporary assignments among these qualified candidates. In the event that there is a temporary opening(s) and candidates in the top six are already assigned or on paid leave, assignments will be made by filling the opening with the highest ranking employee on the Deputy Chief list on the shift with the vacancy.

Fire Captain: Any temporary assignment to the classification of Fire Captain will be made based upon the existing promotional list for the position to be filled in descending order on the shift with the opening so that the highest ranking employee on the promotion list available on the shift is allowed to work in the higher classification when a vacancy occurs. The only exception will be for meetings or training sessions lasting ten (10) hours or less, a temporary assignment to the position of Fire Captain may be assigned to a person assigned to the station with the temporary vacancy if they are on the current promotional list for the position of Fire Captain. In cases in which more than one employee meets this criteria, the assignment will be given to the employee ranked higher on the promotional list.

Fire Apparatus Operator: Temporary assignments to the classification of Fire Apparatus Operator ~~may~~ will be assigned to a firefighter within the station with the temporary vacancy provided the firefighter has three (3) years or greater seniority on the department (as a suppression employee) and meets all drivers certification requirements to operate fire apparatus. Preference will be given to employees currently on the existing promotional list for Fire Apparatus Operator with those who are ranked the highest. In cases which there is not a firefighter in the station who meets this criteria, the temporary assignment will be made based on the existing promotional list for the position of Fire Apparatus Operator to be filled in descending order on the shift with the opening so that the highest ranking employee on the Fire Apparatus list on the shift is assigned to fill the vacancy.

Employees in any classification who are not on a promotional list will not be required to accept a temporary assignment to a higher classification.

**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, or when all employees have been promoted that are eligible, temporary vacancies in higher classifications shall be filled by the assignment of the highest ranking employee from the test pool on the shift with the opening. The employee assigned will be presumed to be qualified.

**Section 4.** Forty (40) hour bargaining unit positions: Fire Captain, Captain — EMS Training, Fire Equipment Mechanic, and Fire Prevention Inspector(s) I and II. In those instances when the DC of Training, DC of Maintenance and/or Chief Fire Inspector is (are) absent from work due to paid leave in excess of four (4) hours, an employee from the above listed positions will be assigned to perform in the higher classification and be compensated at the rate of ten (10%) above their 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 11

## LONGEVITY

**Section 1.** Each full-time employee of the bargaining unit shall receive longevity pay based upon the hourly rate payable biweekly as defined by Appendix A and 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 | LONGEVITY PAY |
|---|---|
| 5 Years | 2.0% |
| 10 Years | 3.0% |
| 15 Years | 4.5% |
| 20 Years | 6.0% |
| 25 Years | 7.0% |

**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 12

## 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 in accordance with the following stipulations:

A. The course must be in a job-related field as outlined below; and pursued through a recognized, accredited educational institution.

- Fire Protection Technology or Fire Science
- Emergency Medical Services
- Law Enforcement/Criminal Justice
- Natural Science
- Law
- Business Administration
- English
- Public Administration
- Speech
- Computer Science
- Social Science
- Humanities
- Engineering

B. Tuition reimbursement will be granted for any course which is required for the above degrees, or is part of the approved electives that would apply to the degree or certificate.

C. Tuition reimbursement will also be granted for classes that improve or enhance the employee.

- Paramedic Training
- Pediatric Advanced Life Support (PALS)
- Pre-Hospital Trauma Life Support (PHTLS)
- Basic Trauma Life Support (BTLS)
- Hazardous Materials Certification Classes
- Advanced Firefighting Classes

D. All courses must be approved in advance by the Fire Chief. The employee must receive a passing grade of “C” or above in the stated courses, or the employee must receive a “pass” if the course is only offered on a “pass/fail” basis. Evidence of completion with a passing grade, and proof of payment for the course, must be received in order for the employee to receive reimbursement.

## ARTICLE 13

## 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.** T-SHIRTS AND SWEATSHIRTS. ~~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~~ 24 ~~hours a day/7 days a week~~ while on duty 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. Any changes to the uniform policy must be mutually agreed upon by the parties. The City shall provide the initial issue of all required ~~station~~ uniform~~s~~ wear ~~upon the mandatory change from the current station uniform style or fabric.~~

~~**Section 5.** CLOTHING MAINTENANCE ALLOWANCE. Each member of the bargaining unit will receive four one hundred nine dollars ($409) ($100) for clothing allowance. This allowance will be paid to each member of the bargaining unit on the first pay period in August, beginning August 4, 2011 and the beginning of the first pay period every August thereafter.~~

**Section ~~6~~5.** The City shall establish an LF&R quartermaster uniform wear management system either virtual or real where employees may order approved station uniform wear. Each member will be credited a ~~$200~~ ~~$300~~ $250 annual allowance to be used for the following uniform item purchase as needed from the quartermaster:

Uniform trousers
Long sleeve uniform shirts
Short sleeve uniform shirts
Sweatshirts
Long sleeve T-shirts

Short sleeve T-shirts
Ball cap
Uniform belt
Uniform shoes

## ARTICLE 14

## 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.
Hearing aids = not to exceed $500.00.

**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 and a written account provided to Fire administration within forty-eight (48) hours of loss.

## ARTICLE 15

## MILEAGE

The City will pay on the first pay period in August any authorized travel mileage incurred during the current fiscal year.

## ARTICLE 16

## PAY FOR TRAINING SESSIONS

Those employees required to attend training sessions or meetings at the request of the Fire Chief or his designee on scheduled time off will be paid for actual hours worked.

## ARTICLE 17

## UNION BUSINESS

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

A. Negotiation meetings with the City. (Limit 10 members.) On those days when collective bargaining sessions are taking place, any four (4) of the representatives that are on duty shall be released from duty for the duration of that meeting or negotiation session.

B. ~~Labor-Management~~ LFR Leadership Committee Meetings and Conferences with the City. (Limit 3 members.)

C. Safety Committee meeting. (Limit 2 members.)

D. Grievances – Union representatives engaged in the processing of grievances outlined in Article 24.

E. Conferences and seminars to be mutually agreed upon by the Fire Chief and the Union.

F. 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 regular 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.

G. Union officials, representatives and delegates shall be entitled to leave with pay to participate in Union functions relative to the operation of this Agreement.

A request for leave with pay must be submitted to the Fire Chief or his designee. Upon mutual agreement between the Union President or his designee and the Fire Chief or his designee, requests for leave under this Article may be denied or withheld depending on Department staffing needs. Neither the Union nor the City will unreasonably withhold their mutual agreement to deny requested Union leave. Leave with pay, for the purposes addressed in E through G above, shall be limited to one thousand and five hundred (1,500) total hours distributed among all Union officials, representatives and delegates taking leave pursuant to this Article during a contract year. The Union may carry forward no more than two hundred (200) hours from one contract year to the next. At no time shall the hours carried forward exceed one thousand seven hundred (1,700) total hours.

Union leave with pay shall not be taken for the purposes of engaging in campaigns for the election of individuals to public office.

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 18

## 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. 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 pay the 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 this 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 18 shall be null and void and of no force and effect.

## ARTICLE 19

## 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.

**Section 4.** Union officers and executive board members shall have the ability to communicate with each other through email correspondence within the framework of the City's email system. Use of email shall be permitted to address individual requests by Union members. Use of email is limited to work-related matters.

## ARTICLE 20

## 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 21

## COMMITTEES

**Section 1.** ~~LABOR-MANAGEMENT~~ LFR LEADERSHIP COMMITTEE. 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.

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.

The committee will hold weekly meetings at 0900 on Thursdays unless cancelled at the request of either party in the event of an emergency or other exigent circumstances.

~~In addition to the Labor-Management Committee, the City and Union agree to meet each year of this Agreement starting in October, 2005 and each October thereafter. The date and time will be scheduled by mutual agreement. This meeting will be to discuss any non-economic issues that have arisen due to the application of this Agreement.~~

**Section 2.** 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 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.

**Section 3.** SAFETY COMMITTEE. In the interest of safety for the members of the bargaining unit, a Lincoln Fire & Rescue 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 and Rescue 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 22

## PRE-DISCIPLINARY HEARING PROCEDURES

**Section 1.** Any employee who may be subject to disciplinary action resulting in suspension, demotion, or dismissal shall be entitled to the opportunity for a pre-disciplinary hearing. An employee may waive the opportunity for a pre-disciplinary hearing by providing written notice to the Fire Chief. At least forty-eight (48) hours prior to any pre-disciplinary hearing, an employee shall be provided written notice which will set forth an explanation of the nature of the allegations against the employee and an explanation of the evidence in the possession of the City supporting such allegations, regarding the circumstances upon which the proposed disciplinary action may be based. Should the allegations be based upon a formal citizen's complaint, the employee shall be entitled to receive a copy of the citizen's complaint prior to questioning. Any allegations of reprisal taken by the employee against a citizen providing a formal complaint shall constitute separate grounds for disciplinary action.

**Section 2.** The pre-disciplinary hearing will be scheduled at a reasonable hour, preferably at a time when the employee is on duty.

**Section 3.** The employee shall be informed of the name and rank of any persons conducting the pre-disciplinary hearing.

**Section 4.** The employee shall have the right to the presence of a Union representative(s) and/or Union attorney during the pre-disciplinary hearing and such representative(s) shall have a reasonable right to be heard. These are the only representatives that an employee may have at a pre-disciplinary hearing.

**Section 5.** One person will conduct the pre-disciplinary hearing and only one person may direct questions to the employee at any given time.

**Section 6.** The pre-disciplinary hearing shall be limited to no more than two (2) hours in length. The employee shall be allowed a fifteen (15) minute break every forty-five (45) minutes. The employee shall also have the right during the pre-disciplinary hearing to be allowed to attend to the employee's own physical necessities.

**Section 7.** The employee shall not be subjected to any offensive language nor shall he be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall the employee be intimidated in any manner. No promises or rewards shall be made as an inducement to answer questions. Nothing in this Section, however, shall prohibit the City from ordering an employee to answer questions. Furthermore, nothing in this Section shall preclude the City from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.

**Section 8.** Either party shall have the right to record the pre-disciplinary hearing.

**Section 9.** The name of the employee involved in the pre-disciplinary hearing shall be kept confidential and shall not be released to the news media by the City without the employee's express written consent.

**Section 10.** The employee shall have the opportunity to review at reasonable times with reasonable advance notice, on the employee's off-duty time, the employee's personnel file on file with the City Personnel Department. The employee may provide written responses to any comments contained in the employee's personnel file.

**Section 11.** The City shall not solicit complaints against any employee. Nothing shall, however, prohibit the City from investigating third-party complaints.

**Section 12.** Disposition of any investigation, including any action taken against the employee, shall be provided in writing and the employee shall be notified of such disposition.

**Section 13.** After disciplinary action is taken, and, if the employee signs written approval, the City will allow the Union to look at an employee's disciplinary file. However, the Union may not remove or copy any items from an employee's file without the employee's written consent.

**Section 14.** Upon appeal of a disciplinary action resulting in suspension, demotion or dismissal, the employee will be entitled to have the City provide to the employee or the employee's representative any information relied upon by the City in reaching its decision to discipline the employee. The City shall have the same right to have the employee or the Union provide any information in the employee's possession relating to the allegations resulting in the disciplinary action.

**Section 15.** Any employee who is interviewed as a part of the pre-disciplinary process and who is not the subject of the disciplinary investigation or pre-disciplinary hearing shall not be entitled to a Union representative(s) and/or the Union attorney during such interview, nor shall that employee be entitled to any of the other provisions of this Section. If it becomes apparent to the Department during the course of an employee interview that the employee may have engaged in conduct which would subject the employee to disciplinary action, the interviewing party shall stop the interview and proceed in the manner provided above.

**Section 16.** Any disciplinary action must be initiated within thirty-five (35) working days after the City becomes aware of the incident providing the basis for disciplinary action, provided, however, that the Union and the City may mutually waive or agree to extend this time limit for an additional thirty-five (35) working days for any given proposed disciplinary case. Fire Administration shall have the right to temporarily reassign employees involved in internal investigations until such investigation is completed or disciplinary action is rendered.

## ARTICLE 23

## DISCIPLINARY ACTION

**Section 1.** CAUSE OF DISCIPLINARY ACTION. Any action which reflects discredit upon the City service or is a direct hindrance to the effective performance of the municipal government functions shall be considered good cause for disciplinary action against the employee, though charges may be based upon causes and complaints other than those listed.

A. Habitual use of intoxicating beverages to excess or the use of narcotics.

B. Has been adjudged guilty of a felony or of a misdemeanor involving moral turpitude.

C. The taking of intoxicating beverages or intoxication while on duty.

D. That the employee is guilty of improper political activity as defined in the charter.

E. Offensive conduct or language toward the public or toward city officers or employees.

F. Has been guilty of insubordination or any conduct unbecoming to an employee of the City, either on or off duty.

G. Incompetence to perform the duties of the position.

H. Damage to or negligence in the care and handling of City property.

I. Violation of any lawful and reasonable regulation made or given by the employee's superior, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline; or results, or might reasonably have been expected to result, in loss or injury to the City, or to the public.

J. Commission of acts or omissions unbecoming an incumbent of the particular office or position held, which render a reprimand, suspension, demotion, or dismissal necessary or desirable for the economical or efficient conduct of the business of the City or for the best interest of the municipal government

K. Willful violation of any of the provisions of the charter or of these rules.

L. Has induced or attempted to induce any officer or employee in the city service to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order or has participated therein.

M. Solicitation or receipt from any person, participation in any fee, gift, or other valuable thing that is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

N. Use or attempted use of personal or political influence or bribery to secure an advantage in an examination or promotion, leave of absence, transfer, change of grade, pay, or character of work.

O. Failure to pay just debts, thereby causing embarrassment to the City.

P. Absence from duty without leave contrary to these rules, or failure to report after leave of absence has expired, or after such leave of

absence has been disapproved or revoked and cancelled by the proper authority.

Violations of the provisions of this Section shall be punishable by reprimand, suspension, demotion, or dismissal.

An employee may be placed on disciplinary probation not to exceed ninety (90) calendar days. The placement on disciplinary probation as provided herein shall not preclude the imposition of other or additional disciplinary action.

A copy of this Section, with any amendments thereto, shall be submitted to the Fire Chief to be posted in such manner as will bring it to the attention of all employees of the Department.

**Section 2.** REPRIMAND. The Fire Chief may reprimand any employee for cause. Such reprimand shall be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the Personnel Department for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal. Reprimands may not be appealed to the Personnel Board or arbitration. Written reprimands and rebuttals or explanations thereof shall be removed from an employee's personnel file, including such files within the Department, one year after the filing thereof, provided there is a written request for removal from the affected employee.

**Section 3.** SUSPENSION. The Fire Chief may suspend an employee without pay for cause for a period or periods not exceeding thirty (30) working days in any twelve months; however, no single suspension shall be for more than fifteen (15) working days. The Fire Chief shall notify the employee concerned in writing not later than one day after the date of suspension is made effective. Such notice shall include the reasons for and the duration of the suspension. Any regular employee who is suspended may appeal for a hearing, in writing, to the Personnel Board or to arbitration within ten (10) working days of notice of suspension.

**Section 4.** DEMOTION. The Fire Chief may demote an employee for just cause. A written statement of the reasons for any such action shall be furnished to the employee and copy filed with the Fire Chief at least ten (10) working days prior to the effective date of the action. No demotion shall be made as a disciplinary action or on a voluntary basis unless a vacant position exists into which the employee may be demoted or, based upon Department needs and approval of the Fire Chief, such demotion is deemed appropriate. The employee to be demoted must be eligible for employment in the lower class and shall not be demoted if any regular employee in the lower class will be laid off by reason of the action. Any regular employee who is demoted may appeal for a hearing, in writing, to the Personnel Board or to arbitration within ten (10) working days of notice of such action.

**Section 5.** DISMISSAL. The Fire Chief may dismiss for cause any regular employee under the Fire Chief's jurisdiction by delivering at least ten (10) working days before the effective date of dismissal a written statement of the reasons for dismissal to the employee concerned. If the Fire Chief, because of the reasons for the dismissal, desires to make an immediate separation from the service, the Fire Chief may make a suspension without

pay pending dismissal. By so notifying the employee in writing, such action shall result in permanent separation at the end of the period of such suspension. Suspensions pending dismissal shall not be subject to the limitations provided in other Sections of this Article. In notifying the employee of dismissal as provided, the Fire Chief shall also advise the employee of the right to a pre-dismissal hearing. Any regular employee who has been terminated may appeal for a hearing before the Personnel Board or arbitration. The appeal must be submitted in writing to the Personnel Director or a designated representative any time after written notice of, but no later than ten (10) working days after, the effective date of the termination.

**Section 6.** SPECIAL DISCIPLINARY PROCEDURES FOR EMPLOYEE LOSS OF/RESTRICTION OF DRIVER'S LICENSE. One of the requirements to hold a sworn position in the Fire Department is that such employee must possess a valid, current license to operate a motor vehicle. It shall be the responsibility of each individual employee to report to his supervisor the loss of driver's license and/or driving privileges as soon as such loss occurs. Failure to promptly report loss of driving privileges can result in the employee's discipline and/or termination. This applies any time the employee's driving privileges are terminated, revoked, suspended, or limited in any way by the court or administrative office of the State of Nebraska or any other state or jurisdiction.

The City recognizes that occasions arise where otherwise valuable employees may temporarily lose their driving privileges. In a desire to help such employees and to protect the City's investment in highly trained personnel, the City will make certain accommodations when possible.

**Section 7.** In the event an employee or the Union appeals a demotion, suspension or dismissal, the parties agree that the appeal shall be processed pursuant to Article 24, except that the parties shall proceed directly to Section 5 of Article 24. It is further understood between the parties that any request to take an appeal of a demotion, suspension or dismissal to arbitration or to the Personnel Board must be made within ten (10) working days and submitted in writing to the Personnel Director or designated representative anytime after the written notice of, but no later than ten (10) working days after the effective date of the demotion, suspension or dismissal. If there is a request for an appeal to arbitration, the Personnel Director shall arrange, either through the City Attorney's Office or through the Personnel Director's Office, to select an arbitrator with the Union or its representative. All other procedures for the arbitration of grievances in Article 24, Section 5 - 11 shall apply to the arbitration of appeals from demotions, suspensions or dismissals.

## ARTICLE 24

## 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 (which may be accomplished by the employee sending an e-mail via the Department’s e-mail) 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 the employee's actual letter requesting a review as described in this step. The employee is entitled to be represented by a Union representative(s) and/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 the Union in its sole discretion may request that the matter be taken to arbitration 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 for a hearing before the Personnel Board. If there is a request to take the grievance to arbitration, the following procedure in the Sections stated below shall be followed, and the Personnel Director shall arrange, either through the City Attorney's Office or through the Director's office, to select an arbitrator with the Union or its representative.

**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 within fifteen (15) working days 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 Federal Mediation and Conciliation Service (FMCS) requesting a list of five (5) qualified arbitrators. The parties agree to develop a list of local arbitrators which may be used by agreement between the parties in a particular case. However, if either party wishes to request a list of arbitrators from the FMCS in lieu of the list of local arbitrators, local arbitrators will not be used. 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 within 60 calendar days from the date the arbitrator is selected 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 provisions 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. Selection, 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 equally by the parties, 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 25

## 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 Article 23 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.

## ARTICLE 26

## 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 27

## 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 28

## 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 one hundred percent (100%) of the monthly cost of single coverage.

The City will pay ninety-four percent (94%) of the monthly cost of family coverage and ninety-four percent (94%) 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 one hundred percent (100%) of the monthly cost of single coverage and ninety-four percent (94%) 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 $50,000 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.** RETIREE HEALTH INSURANCE. Retired members of the 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 fifty dollars ($50.00) 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 29, Section 1. The PEHP will be considered by both parties as part of the total compensation for the computation of wages and benefits.

## ARTICLE 29

## LEAVE PROVISIONS

**Section 1.** A. 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 Fire Captain, Captain — EMS Training, Fire Equipment Mechanic, and Fire Prevention Inspector(s) I and II.

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 be earned but not 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.

B. WHEN TAKEN. 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.

C. FAMILY ILLNESS. Sick leave may also be granted for a maximum of ~~sixty (60)~~ seventy-two (72) hours for Fire Suppression employees or forty-eight (4~~0~~8) hours for Fire Captain, Captain — EMS Training, Fire Equipment Mechanic, and Fire Prevention Inspector(s) I and II employees in each calendar year commencing with the first pay period beginning in January 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. Upon written request, the Personnel Director may waive the forty-eight (4~~0~~8) or seventy-two (6~~0~~72) hour limit after reviewing the individual circumstances in support of the request.

D. 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.

E. UNUSED SICK LEAVE. The accrual of unused sick leave hours 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 sixty percent (60%) of his accumulated sick leave, 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 sixty percent (60%) of his accumulated unused sick leave, with the payment based upon his regular pay at the date of his death.

F. PEHP. One hundred percent (100%) of the sick leave balance pay out, as addressed in Section E, 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)~~ eleven (11) working days per year, five and one-half ~~(5)~~ (5.5) shifts.

After five (5) years of service - At the factored hourly equivalent of ~~fifteen (15)~~ sixteen (16) working days per year, ~~seven and one-half (7 1/2)~~ eight (8) shifts.

After ten (10) years of service - At the factored hourly equivalent of ~~sixteen (16)~~ seventeen (17) working days per year, eight and one-half ~~(8)~~ (8.5) shifts.

After fifteen (15) years of service - At the factored hourly equivalent of ~~twenty (20)~~ twenty-one (21) working days per year, ten and one-half ~~(10)~~ (10.5) shifts.

After twenty (20) years of service - At the factored hourly equivalent of ~~twenty-three (23)~~ twenty-four (24) days per year, ~~eleven and one-half (11 1/2)~~ twelve (12) shifts.

**For any Fire Captain, Captain — EMS Training, Fire Equipment Mechanic, or Fire Prevention Inspector(s) I and II 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 in the first full 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 have the unused portion of his vacation paid into the PEHP in the first full pay period of the following July.

SELECTION OF VACATION DAYS: Vacation picks on each shift will begin with Fire Administration contacting each individual employee in descending order of Department seniority and asking for that individual's first pick of vacation days in the manner as outlined below in A and B. Employees' selections shall be awarded based on the relative Department seniority of each employee irrespective of classification or rank. Vacation selection

must be completed by October 31 of the calendar year preceding the year vacation is to be taken.

A) First pick: 1. Employees having seven (7) or more shifts of vacation earned the previous year ~~will~~ may select ~~a~~ up to seven (7) consecutive shifts during one (1) 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~~ may select those remaining work shifts and/or carryover vacation accrued by 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) Third pick: An employee may use any portion (in 12 or 24 hour increments) of the seventy-two (72) hours of carryover vacation provided below by calling the Battalion Chief and scheduling vacation anytime after vacation picks have concluded for the year. An employee may request to take vacation one hour prior to duty shift, and if staffing as set forth in Article 36 is available, the employee will be granted time off.

An employee may carryover a maximum of seventy-two (72) hours from one calendar year to the next calendar year, but in no event shall an employee's carryover vacation exceed seventy-two (72) hours at the beginning of the calendar year. An employee may choose to receive payment for carryover vacation hours if funds are available by giving one (1) month notice to the fire chief.

When staffing levels fall below those set forth in Article 36 of the contract, employees on scheduled vacation will be contacted for availability and if the employee is available and agrees, the employee will be rehired from vacation and will be paid straight time for the vacation recall plus vacation pay.

Any vacation hours of less than twelve (12) shall be paid into the employee's PEHP account during the first pay period of the calendar year, based upon the employee's current hourly rate, and may not be carried over.

**Section 3.** FUNERAL LEAVE.

A. 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)~~ four (4) days funeral leave

with regular pay without deduction from his pay or accumulated sick leave to attend the funeral or memorial service.

B. 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.

C. In addition, a 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 days before or following the funeral to attend the funeral or memorial service, and for travel to and from the funeral or memorial service.

For purposes of this Section, the term "day" shall be as defined in Section 1.

**Section 4.** INJURY LEAVE. In the event an unusual circumstance exists regarding the original six (6) months of injury leave, and the employee did not use injury leave hours due to the injury or did not lose work time, the Fire Chief with the approval of the Personnel Director may extend such injury leave. However, under no circumstances shall the total time granted be greater than twelve (12) months of injury leave, or an actual six (6) months of lost work time because of the injury.

***Section 4 supplements injury leave with pay as addressed in Pension Ordinances 2.62 or 2.65, whichever applies.***

## ARTICLE 30

## 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 Fire Captain, Captain — EMS Training, Fire Equipment Mechanic, and Fire Prevention Inspector(s) I and II.

**Section 1. Authorized Holidays for Fire Captain, Captain — EMS Training, Fire Equipment Mechanic, or Fire Prevention Inspector(s) I and II Employees.** 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 and one half (2.5) hours.]

~~C. Employees may utilize their one (1) personal holiday at the discretion of the employees with company officer and Deputy Chief's approval each contract year but, in all cases, the employees are required to utilize his/her personal holiday leave prior to August 17, 2011. Any employee who does not utilize his/her personal holiday prior to the dates set forth herein during the term of the agreement, forfeits any personal holiday rights for that period of time and will not be paid or compensated in any manner for that personal holiday.~~

**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 31

## 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, or outdoor training sessions, when the temperature is below twenty degrees (20°) Fahrenheit or ambient temperature and heat index (see MP 851.21 for heat index table) is above ninety-five degrees (95°) Fahrenheit or during times of inclement weather.

**Section 3.** Fire Suppression personnel shall not be required/allowed to paint, move furniture (outside of what is necessary for general cleaning of quarters), or perform construction projects on City or personal property.

## ARTICLE 32

## 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. The parties further agree to administer the terms of the Agreement in a fair and equal manner.

**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 33

## 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 maintained at Lincoln Fire and Rescue administration. It will be made available by online access. Access to the personnel file maintained at the City-County Personnel office will be made available upon request to the Personnel Director.

**Section 2.** Upon e-mail request to the Personnel Director from an employee, all reprimands shall be removed from both employee's files of any type 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 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. The current schedule for employees working a 24-hour duty shift shall not be subject to change except by mutual consent of the parties.

## ARTICLE 36

## DAILY STAFFING

**Section 1.** Daily staffing levels for units assigned to the emergency services division of the department shall be maintained as outlined in MP 209.20 (7/04), which is incorporated herein by this reference.

**Section 2.** The goal of Lincoln Fire and Rescue and IAFF 644 is to meet or exceed nationally recognized fire service safe staffing levels for all in-service engine and truck companies.

**Section 3.** Lincoln Fire and Rescue shall make all reasonable attempts to maintain daily staffing at a minimum of seventy-six (76) suppression personnel assigned to EMS Supervisor, truck company, engine company, HazMat/Air Unit or medic units on duty, subject to future negotiated adjustments to the daily staffing minimum of seventy-six (76) due to advances in fire suppression technology which would require either an increase or decrease in the number of suppression personnel from the daily staffing minimum of seventy -six (76) set forth herein. The department and IAFF 644 agree that an employee utilizing union leave shall not count against the daily staffing minimum of seventy-six (76) suppression personnel and the department shall not be required to maintain the daily staffing minimum of seventy-six (76) suppression personnel if, after exhausting the call back list through a mutually agreed upon call back procedure, the department is unable to meet the daily staffing minimum.

Daily staffing will be adjusted to comply with Minimum Staffing requirements of this Article with regard to those employees assigned to EMS Supervisor, truck company, engine company, HazMat/Air Unit or medic units at the beginning of each shift (0700 hours/7:00 AM) and again at 7:00 PM/1900 hours and the City shall be under no obligation to bring staffing numbers up to the minimum except at these times.

The City will utilize all methods available to it to assign Suppression Personnel for known and scheduled absences such as vacations at least twenty-four (24) hours prior to the beginning of each shift. For unexpected absences due to sick leave or other causes occurring prior to the beginning of a shift, the City will assign personnel as soon as reasonably possible utilizing its call back procedure.

Battalion Chief or any bargaining unit member acting in the capacity of Battalion Chief is not included in the daily staffing count.

## ARTICLE 37

## DRUG AND ALCOHOL TESTING PROGRAM AND POLICY

The parties have agreed to the City of Lincoln Fire and Rescue and IAFF Local 644 Drug and Alcohol Testing Program and Policy which is hereby incorporated as a part of this agreement by this reference. The Drug and Alcohol Testing Program and Policy is available on the City of Lincoln Personnel and Lincoln Fire and Rescue websites.

## ARTICLE 38

## REASSIGNMENT TO ADMINISTRATION/TRAINING/MAINTENANCE DIVISIONS

**Section 1.** In the event that a vacancy for a permanent position within the administration/training/maintenance divisions becomes open for any reasons, transfers to vacancies will be filled by the guidelines contained in this Article. This Article does not include the promotion to EMS Training Captain.

**Section 2.** Members who are reassigned to the administration/training/ maintenance divisions must meet the following qualifications. They must have a minimum of 3 years in the emergency services division of the Lincoln Fire and Rescue Department, currently hold the classification of Firefighter, Fire Apparatus Operator, Firefighter/Paramedic or Fire Captain and have successfully completed Fire Officer I and II and Fire Instructor I classes.

**Section 3.** When a vacancy in the administration/training/maintenance divisions occurs, the Department will send a notice of vacancy through the department e-mail system which will start a fifteen (15) day application period for the position. All interested personnel who meet the qualifications may submit their request for reassignment to the administration/training/ maintenance divisions to the Fire Chief. The Fire Chief or his designee will conduct interviews and make a selection within fifteen (15) days of the close of the application process.

**Section 4.** Employees will be allowed to participate in promotional exams and receive promotions as long as they are eligible and meet the qualifications for promotion. Employees who are assigned to the administration/training/ maintenance divisions and are on a promotional list will not be eligible to be temporarily assigned to a higher classification in the emergency services division.

**Section 5.** Any employee who accepts an assignment to the administration/ training/maintenance divisions will agree to serve in that capacity for a period of three (3) calendar years from the effective date of the reassignment without any rights to transfer to emergency services division or other fire duty related assignments.

**Section 6.** Any full-time regular employee of the bargaining unit who is reassigned to 40 hours from the 56 hour schedule (excluding TMWA) either temporarily or permanently shall receive additional compensation in the amount of three dollars and twenty-nine cents ($3.29) per hour in addition to their base rate.

## ARTICLE 39

## DEFERRED COMPENSATION/PEHP

The City will offer to all employees a deferred compensation plan and post employment health plan (PEHP) through the IAFF Financial Corporation's Frontline Plan at no cost to the employee. The current provider is Nationwide.

## ARTICLE ~~39~~ 40

## TERM

This Agreement shall be in effect as of August ~~19~~18, 201~~0~~1, and shall remain in full force and effect through and including August 31, 201~~1~~2. Negotiations for a new contract shall begin no later than March 1, 201~~1~~2. The parties shall attempt to reach agreement by May 31, 201~~1~~2, so that economic issues can be incorporated into the Mayor's budget.

Executed by the City this _____ day of _____, 201~~0~~1.

ATTEST

CITY OF LINCOLN, NEBRASKA
a municipal corporation

_____
City Clerk

_____
Mayor, City of Lincoln

Executed by the Union this _____ day of _____, 201~~0~~1.

NEGOTIATING COMMITTEE:

LOCAL #644, LINCOLN FIREFIGHTERS ASSOCIATION

_____
Vice President

_____
President

_____
Secretary

_____
Treasurer