

**CITY OF PAPILLION
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 21, 2023 AGENDA**

Subject:	Type:	Submitted By:
Approve the Professional Firefighters Association of Papillion, Local No. 3767 Union Agreement	Resolution R23-0029	Amber Powers, City Administrator

SYNOPSIS

The resolution, if approved, will adopt the 2023-2027 Professional Firefighters Association of Papillion, Local No. 3767 (“IAFF”) Union Agreement (“Agreement”) between the City of Papillion (“City”) and the IAFF.

The agreement will be for four (4) years, with a term of January 20, 2023, through January 19, 2027. Wage adjustments consistent with the Agreement will be effective as of January 20, 2023; therefore employees affected by the Agreement will receive backpay for the period between January 20, 2023, and the execution of the Agreement.

BACKGROUND

The City of Papillion and the IAFF have negotiated the terms of the Agreement in good faith. The negotiating teams have thoroughly reviewed the current Agreement and made those changes they believe necessary for the overall betterment of the department and the City. The Agreement was approved by the IAFF on January 20, 2023. A summary of changes is attached which identifies each modification from the prior Agreement.

FISCAL IMPACT

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Wages	\$419,525	\$367,246	\$250,086	\$247,620
Hiring Additional FF’s 3 in 2023; 3 in 2025	\$314,711	\$341,438	\$638,321	\$657,379
Life Insurance Increase Increase to \$50,000	\$2,304	\$2,304	\$2,304	\$2,304
Specialty Pay				
Add EMT-B Medic Driver	\$864	\$864	\$864	\$864
Increase Medic Unit Para. Pay	<u>\$38,867</u>	<u>\$38,867</u>	<u>\$38,867</u>	<u>\$38,867</u>
Net Fiscal Impact	\$776,271	\$750,719	\$930,442	\$947,034

Negotiations were made related to the amount of compensatory time being accrued and used that will have a positive fiscal impact to the City; however, the amounts cannot be estimated.

RECOMMENDATION

Approval.

ATTACHMENTS

- 1) Resolution #23-0029
- 2) Proposed IAFF Union Agreement (clean)
- 3) Proposed IAFF Union Agreement (redlined)
- 4) Summary of Changes to the IAFF Agreement

RESOLUTION NO. R23-0029

WHEREAS, the City of Papillion (“City”) and the Professional Firefighters Association of Papillion, Local No. 3767, affiliated with the International Association of Firefighters, AFL-CIO-CLC (“IAFF”), have negotiated a Union Agreement (“Agreement”) for the term from January 20, 2023, to January 19, 2027; and,

WHEREAS, the effective date of the negotiated Agreement is January 20, 2023; therefore wage increases consistent with the terms of the Agreement will be back paid to January 20, 2023; and,

WHEREAS, it is the purpose of the Agreement to achieve and maintain harmonious relations between the City and the IAFF, to provide for equitable and peaceful adjustments of differences which may arise, and to establish standards of wages, hours, and conditions; and,

WHEREAS, a majority of members of the IAFF approved the Agreement on January 20, 2023; and

THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Papillion, Nebraska that the Agreement between the City of Papillion, Nebraska and the Professional Firefighters Association of Papillion, Local No. 3767, affiliated with the International Association of Firefighters, AFL-CIO-CLC (“IAFF”), covering a term from January 20, 2023, to January 19, 2027, is hereby approved.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

CITY OF PAPHILLION, NEBRASKA

David P. Black, Mayor

Attest:

Nicole Brown, City Clerk

AGREEMENT

BETWEEN

AND

PROFESSIONAL FIREFIGHTERS ASSOCIATION OF PAPILLION,
LOCAL NO. 3767

AFFILIATED WITH

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

AFL-CIO-CLC

January 20, 2023 through January 19, 2027

PREAMBLE

This Agreement is entered into by and between the CITY of Papillion (hereinafter referred to as the "City" or "CITY") and IAFF Local No. 3767, the Professional Firefighters Association of Papillion, affiliated with International Association of Firefighters, AFL-CIO-CLC (hereinafter referred to as the "Union" or "UNION")(individually, "Party" and collectively, the "Parties").

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

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ATTACHMENTS

Appendix "A"
Appendix "B"

Dues Check-Off Form
Pay Scale

DEFINITIONS

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

1. **Absence**- Within the context of Article 24, Working out of Class, filling an absence is the filling of a position for which there is an incumbent and that incumbent is not in that position for any variety of reasons, including but not limited to: vacation, illness, military leave, personal leave day, etc. For the purpose of filling absences in Fire Apparatus Engineer, Captain and Battalion Chief positions, there shall be two categories: long-term and short-term. A long-term absence is when the absence will be greater than ten (10) consecutive duty shifts in duration. A short-term absence is ten (10) consecutive duty shifts or less in duration.
2. **Anniversary Date**- The date in which an employee begins full-time employment with the CITY, or is promoted or demoted thereafter. The anniversary date is applicable in the provision of performance evaluations, and step increases. Longevity pay and carryover hours will be based on the initial fulltime employment date.
3. **Appointing Authority**- City Administrator of Papillion.
4. **Appointment**- Designation of a qualified individual to a position in the municipal service.
5. **Base Pay Rate**- The authorized rate of pay for the hourly service based upon the Pay Scale Exhibit.
6. **City**- The City of Papillion, Nebraska.
7. **Civil Service Commission**- Shall mean the Civil Service Commission as defined and authorized by the Statutes of the State of Nebraska.
8. **Classification**- Within the rank of Firefighter, there are three distinct groups – Firefighter, Fire Apparatus Engineer, and Fire Inspector. Those employees in the Fire Apparatus Engineer and Fire Inspector groups are Firefighters by rank but are classified separately for shift bid and pay scale purposes.
9. **Department**- The Fire Department of the City of Papillion, Nebraska.
10. **Department Head**- The duly appointed Fire Chief of the Papillion Fire Department.
11. **Detached Duty**- The term used when personnel are released from their normal duties in order to participate in other functions such as training, testing, meetings, or other tasks as assigned.

12. **Duty Assignment**- Within the context of Shift Bids, it is the duty shift, station, and apparatus seat that an employee bids or is assigned.
13. **Emergency**- Sudden or unexpected happening, demanding immediate action.
14. **Employee**- Full time Battalion Chiefs, Captains, Fire Inspectors, Fire Apparatus Engineers, and Firefighters employed by the City and represented by the Professional Firefighters Association of Papillion, Local 3767, in positions which require certifications as determined by the City of Papillion Civil Service Commission and who are full time career and paid regularly by the City.
15. **Extended Family**- Interpretation shall be limited exclusively to the employee's brother(s)-in-law, sister(s)-in-law, daughter(s)-in-law, son(s)-in-law, spouse's grandparent(s), spouse's grandchildren, step-mother-in-law, step-father-in-law, step-grandmother, step-grandfather, step-grandchildren, and the employee's and spouse's aunt(s), uncle(s), niece(s), nephew(s), and first cousin(s).
16. **Grievance**- Any dispute arising as to the meaning, application or observance of any of the provisions of this Agreement.
17. **Immediate Family**- Interpretation shall be limited exclusively to the employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, brother(s), sister(s), stepsister(s), stepbrother(s), mother-in-law, father-in-law, grandparent(s), grandchildren, and any other person permanently residing in the immediate household.
18. **Introductory Period**- A six (6) month evaluation period during which time a newly hired employee shall demonstrate an ability to perform the duties of the position assigned, the failure of which shall result in disqualification.
19. **Job Descriptions**- Written statement of the characteristic duties, responsibilities and qualification requirements of a given regular position in the City employment framework.
20. **Layoff**- The separation of an employee from duty because of the abolishment of a position.
21. **Leave**- An authorized absence from regularly scheduled duty which was approved by proper authority as provided herein.
22. **Paycheck**- A direct deposit to an employee's designated bank account on a bi-weekly basis. Deposits are made on the Friday following the last day of the corresponding work period, unless a banking holiday is observed on such Friday, in which case deposits will be made on the corresponding Thursday immediately preceding such banking holiday Friday.

- 23. Personnel Manual**- The current version of the Personnel Manual of the City of Papillion, and any changes made thereto; provided, however, that any changes proposed by the City shall be submitted in writing to the IAFF thirty (30) calendar days prior to the changes becoming effective. In the event the IAFF files a written objection with the City Administrator to any proposed change(s) within the thirty (30) calendar day period, such change(s) will not take effect for employees covered by this Agreement, and the exclusion of those change(s) will be incorporated into the Personnel Manual or included as an appendix to the Personnel Manual.
- 24. Promotional Probationary Period**- An employee who has been promoted will have a six (6) month probationary period.
- 25. Resignation**- Voluntary separation of an employee from the service of the City.
- 26. Seniority**- Continuous length of service as a Firefighter as of the original date of hire with the department, without a break or interruption in service. For the purpose of seniority, a break or interruption of service is defined as more than 12 weeks without pay. Military Leave will not be considered a break or interruption of service.
- 27. Seniority in Rank**- The length of time an employee has held a rank, regardless of their overall job seniority.
- 28. Separation**- Termination of employment by reason of disqualification or expiration of temporary assignment, layoff, resignation, retirement, dismissal or death or failure to successfully complete the introductory period.
- 29. Suspension**- A form of discipline which consists of the relieving of an employee from duty with or without pay for a specific period of time dependent upon the seriousness of the action which brought the suspension.
- 30. Transfer**- Moving an employee from one position to another position within the same rank or another rank having the same salary range, similar duties and requiring essentially the same basic qualifications.
- 31. Temporary Appointment**- The filling of a vacant position (See "Vacancy" below) for which there is no eligibility list.
- 32. Union**- Professional Firefighters Association of Papillion, IAFF Local 3767.
- 33. Unpaid Leave**- Any absence from the work schedule in which less than 100% of the absence is covered through paid leave and during which time benefits are suspended, unless otherwise required to remain by law.

34. **Vacancy**- A duly authorized position with no incumbent for which funds have been budgeted and which the department head considers essential to fulfill City needs and standards.
35. **Work Period**- For employees working twenty-four (24) hour duty shifts, the work period is a twenty-eight (28) day period of time. For employees working a Sunday through Saturday schedule, the work period is forty (40) hours per week, working eight (8) hours per day (Monday through Friday).

CONSTRUCTION

1. **Tense** - Words used in the present include future tense.
2. **Number** - Words used in the singular include the plural; and words used in the plural include the singular.
3. **Shall and May** - The word "may" is permissive; the word "shall" is mandatory.
4. **Gender** - This article is intended to make no inference to either the male or female gender in any specific terms; therefore, the masculine shall include the feminine and the neuter.

ARTICLE 1

UNION RECOGNITION

- SECTION 1 The CITY recognizes the Professional Firefighter's Association of Papillion, Local 3767, as the sole and exclusive bargaining representative of all full-time Firefighters, Fire Inspections, Fire Apparatus Engineers, Captains and Battalion Chiefs. If during the period of this Agreement any new position is included in the bargaining unit as determined by the CITY, the CITY shall meet with the UNION and negotiate the appropriate salary range. The rank above the position of Fire Battalion Chief shall not be included in the UNION.
- SECTION 2 The Parties agree that any subject matter which is not specifically referenced in this Agreement but is covered in the Personnel Manual or state or federal law, shall be governed by the Personnel Manual, state and/or federal law.

ARTICLE 2

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of CITY as granted to it under the Laws of The State of Nebraska and ordinances lawfully adopted by the CITY. These rights, powers, and authority include, but are not limited to the following:

1. The rights to determine, effect, and implement the objectives and goals of the CITY.
2. The rights to manage and supervise all operations and functions of the CITY.
3. The rights to establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours.
4. The rights to establish, modify, change and discontinue work standards.
5. The rights to hire, examine, evaluate, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause with the exception of newly hired employees within their introductory periods, and to relieve employees from duties due to lack of work or funds.
6. The rights to increase, reduce, change and discontinue work standards.
7. The rights to determine, establish, set and implement policies for the selection, training, and promotion of employees.
8. The rights to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health, and protection of CITY property and personnel.
9. The rights to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provision of the Agreement.
10. The rights to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
11. The rights to determine the size and character of inventories and their disposal.

12. The rights to determine and enforce employee's quality and quantity standards.
13. The rights to contract, subcontract, merge, sell, or discontinue any function or operation of the CITY.
14. The right to engage consultants for any function or operation of CITY.
15. The rights to sell, transfer, lease, rent or otherwise dispose of CITY equipment, inventories, tools, machinery, or any other type of property or service.
16. The rights to establish, adopt, modify, change and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
17. The rights to control and the use of property, machinery, inventories, and equipment owned, leased or borrowed by CITY.
18. The rights to determine which products are to be processed, manufactured, or sold, and which services are to be rendered, supplied, or discontinued.
19. The rights to establish, implement, change, modify, adjust, and discontinue any process, technique, method, means of manufacture or distribution, and the type of machinery or equipment to be used or operated by CITY or any contractor or subcontractor.
20. The rights to establish location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations, and the closing and discontinuance of the same.
21. The rights to classify jobs and to allocate individual employees to appropriate ranks based upon duty assignments.

ARTICLE 3

BULLETIN BOARDS

- SECTION 1 CITY shall permit the UNION to use one bulletin board, designated by the Fire Chief, at each station for posting notices of UNION meetings and elections, results of such meetings and elections, and reports of UNION committees.
- SECTION 2 Posted notices shall not contain anything political or anything reflecting adversely upon CITY or any of its employees. Any UNION - authorized violation of this Article shall entitle the CITY to cancel immediately the provisions of this Article and prohibit the UNION from further use of the bulletin boards.
- SECTION 3 Posted notices shall be on UNION stationery.

ARTICLE 4

PROHIBITION OF STRIKES

The UNION shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any CITY function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any other type of concerted work stoppage. The UNION shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the UNION may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The UNION shall not be in breach of contract where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the UNION.

Upon written notification from the CITY to the UNION that certain members are engaged in a wildcat strike, the UNION shall immediately in writing order such members to return to work at once, and provide CITY with a copy of such an order, and a responsible official of the UNION shall publicly order them to return to work. Such characterization of the strike by CITY shall not establish the nature of the strike. Such notification by the UNION shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of CITY. In the event that a wildcat strike occurs, the UNION agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

The CITY agrees that it shall not lock out any employees because of a labor dispute.

ARTICLE 5

DISCIPLINE AND DISCHARGE

- SECTION 1 No employee in the civil service who shall have been permanently appointed or inducted into the civil service under the Civil Service Act, shall be removed, suspended, demoted or discharged except for cause, and then only upon the written accusations of the Fire Chief, appointing authority, or any citizen or taxpayer.
- SECTION 2 The procedure(s) for discipline and/or discharge shall be in accordance with the Civil Service Rules and Regulations.
- SECTION 3 The CITY shall provide a copy of the Civil Service Rules and Regulations and any amendments made thereafter to the UNION as well as have a copy of the regulations available at each fire station.
- SECTION 4 EMPLOYEE'S BILL OF RIGHTS:
1. The employee shall receive reasonable advanced written notice regarding the circumstances upon which a proposed discipline may be based upon. Should a proposed discipline be based upon a citizen's complaint, the complaint must be in writing, and the employee shall be entitled to receive a copy of the citizen's complaint prior to any questioning related to a pending investigation.
 2. The employee shall have the right to have any interrogations conducted at a reasonable hour, preferably at a time when the employee is on-duty.
 3. The employee shall have the right to be compensated for actual time spent in interrogation unless the employee is on their regular duty shift and shall be informed of the name and rank of any persons conducting an interrogation.
 4. The employee shall have the right to the presence of UNION representative and/or UNION attorney during an interrogation, and such representatives shall have a reasonable right to privately counsel the employee without unduly disrupting the interrogation. At the conclusion of the interview, the representative(s) may ask the employee questions and/or may make a statement for the record.
 5. Only one person may be allowed to conduct an interrogation and direct questions to the employee at any given time.

6. An interrogation session shall be limited to a total of two (2) hours unless the employee agrees to further interrogation. Further, the employee shall be allowed a fifteen (15) minute break after each forty-five (45) minutes of interrogation. The employee shall also have the right during the interrogation to be allowed to attend to their own physical necessities.
7. The employee shall not be subjected to any offensive language, nor shall the employee be threatened with dismissal, transfer, or other disciplinary punishment as an attempt to obtain their 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 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.
8. The employee shall not have the right to record in any manner the interrogation. If CITY records an interrogation, either a transcript or a duplicate recording of an interrogation shall be provided to the employee at the CITY'S expense if disciplinary action is taken against the employee. The employee, or the UNION, must request such transcript or duplicate recording be provided, and, in that event, CITY will provide the recording within ten (10) working days. If the UNION makes the request, the affected employee must agree.
9. The name of the employee involved in an interrogation shall be kept confidential and shall not be released to the news media by CITY without the employee's expressed written consent, except as required by state and federal law.
10. The employee shall have the right to review, at a reasonable time and place with a reasonable advanced notice, on their off-duty time, their official Personnel file. The employee shall have the right to file a written response to any adverse comment in their file and have the response attached to such comment.
11. CITY shall not solicit complaints against any employee. Nothing shall, however, prohibit CITY from investigating third party complaints, which were submitted to the Fire Chief, or CITY Administrator, in writing.

12. The disposition of any investigation, including any action taken against the employee shall be duly noted on CITY letterhead, and the employee will be so notified.

ARTICLE 6

APPEAL PROCEDURE

SECTION 1 The procedure(s) for an appeal of a disciplinary/discharge action shall be in accordance with Civil Service Rules and Regulations.

SECTION 2 A copy of the Civil Service Regulations and any amendments thereafter shall be provided to the UNION and be available to access at the fire stations.

ARTICLE 7

GRIEVANCE PROCEDURE

- SECTION 1 A grievance is any dispute arising over the meaning, application or observance of any provision of this agreement. It is further agreed that any such grievances shall be settled in the manner described in this Article.
- SECTION 2 Employees shall present the dispute to their assigned Battalion Chief in order to informally resolve matters as quickly as possible. The UNION shall be authorized to present a common grievance to the CITY on behalf of a group of UNION members. In the event a satisfactory settlement is not reached informally, the following procedures shall be used to resolve any remaining grievance or grievances:
- Step 1. An employee having a complaint shall present it, in writing or by email, to the Fire Chief and the Human Resources Department within fourteen (14) calendar days of the incident giving rise to the grievance. The Fire Chief will answer promptly, in writing or by email, within fourteen (14) additional calendar days from the date on which the grievance was received.
- Step 2. If satisfactory settlement is not reached under Step 1, the employee may appeal the grievance to the CITY Administrator or their designated representative in writing within fourteen (14) calendar days after the Fire Chief's response. The employee may be represented by an Officer of the UNION and/or counsel. The City Administrator shall have fourteen (14) calendar days to respond in writing to the employee from the date on which the grievance was received.
- SECTION 3 Any grievance which the CITY may have against the UNION shall be in writing to the UNION president. Within fourteen (14) calendar days after the date of delivery of the grievance, the UNION and a CITY representative shall arrange a meeting to discuss the grievance. The UNION will provide the CITY with an answer to the grievance within fourteen (14) calendar days after the meeting.
- SECTION 4 All written grievances must include the following information with reasonable clearness: exact nature of the grievance, the acts that were or were not done, dates, the identity of the parties alleged to have caused the grievance, the specific provisions of this Agreement

that are alleged to have been violated, and the remedy sought. A written grievance shall not be amended.

SECTION 5 Failure by either party to present a grievance within the time specified above, and in the absence of any mutually agreed upon written waivers of the same, shall automatically be resolved in favor of the other party. The processing time for grievances may be extended by mutual agreement in writing by the parties.

SECTION 6 It is specifically acknowledged that any grieving party is not precluded from appealing a final decision rendered under this Article to any court of competent jurisdiction. The City agrees that in the event a claim is filed with the City Clerk in connection with an appeal under this article, the City will take action to deny or accept said claim pursuant to Neb. Rev. Stat. § 16-726 within six (6) months of the date of the filing of the claim with the City Clerk.

SECTION 7 Copies of the grievances and responses thereto shall be retained in the personnel file of the employee.

ARTICLE 8

SENIORITY

SECTION 1 The following positions shall be classified into three (3) ranks. Each rank will be listed by Seniority in Rank.

First Rank:	Firefighter
Classification:	Fire Apparatus Engineer
Classification:	Fire Inspector

Second Rank:	Captain
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Third Rank:	Battalion Chief
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Bidding for shifts shall be granted based on the employee's Seniority in rank and classification.

For the purposes of bidding for vacation leave, vacation leave shall be granted based on the Seniority of the employee, regardless of rank or classification.

SECTION 2 CITY shall forthwith provide a list of employees arranged in order of seniority by rank following Section 1 of this Article. The CITY and the UNION shall then meet and agree as to the respective seniority dates of the bargaining unit employees. The list shall then be made available for examination by employees for a period of thirty (30) calendar days, during which time the employee may object, to their standing on the seniority list. After the thirty (30) calendar day period, the employee is foreclosed from objecting to their standing on the seniority list. Both the CITY and the UNION are foreclosed, after they have met and agreed on the list, from filing any objections or grieving any portion of the seniority lists.

SECTION 3 Where two or more employees in the same rank listed in Section 1 above, are appointed on the same date, their seniority standing shall be determined in the order of their placement on the certified employee list from which their appointments were made.

SECTION 4 When shift transfers must be made within the Fire Department, the personnel with the least seniority will be used unless the Fire Chief has a valid reason for selecting someone else. Shift transfers shall not be used as a form of discipline unless the procedures set forth within Article 5 are followed.

The CITY shall furnish the UNION with an up to date seniority list by October 1st of each year.

ARTICLE 9

INTRODUCTORY AND PROMOTIONAL PROBATIONARY EMPLOYEES

- SECTION 1 Newly hired Candidates' introductory period shall consist of six (6) months of actual employment; any interruption of employment during the introductory period shall not be counted as part of the period. Approved leave not in excess of thirty (30) calendar days does not constitute as an interruption of employment within the meaning herein from and after the effective date of this Agreement. An employee rehired after termination of previous employment shall be hired as an introductory employee and such introductory period shall consist of the time period as directed by the CITY Civil Service Commission Rules and Regulations.
- SECTION 2 Promotional probationary period shall consist of six (6) months' time from the date of the promotion.
- SECTION 3 Any employee in the promotional probationary period that is demoted shall be entitled to appeal such removal pursuant to this Agreement.
- SECTION 4 An employee who is transferred to another position in the same or different rank prior to the completion of their introductory period shall complete that service period in the latter position by adding their service time in the former position to the time in the completed in the new position.
- SECTION 5 At any time during the introductory period the Fire Chief may remove an employee whose performance does not meet the required standards, provided that the Fire Chief shall report the removal and reasons therefore in writing to the employee concerned. Any employee removed from a position during the six (6) months introductory period shall not be entitled to appeal such removal or have the same reviewed by any court of law, except as provided under the Civil Service Commission Rules and Regulations.
- SECTION 6 At any time during the introductory period when an employee is about to be laid off because of reduction in force, the Fire Chief, with the consent of the employee, may demote such employee, in lieu of lay-off if the employee is otherwise eligible and work is available in a lower rank. The name of such employee shall be restored to the lists from which it was removed at time of appointment. The introductory period of an employee demoted in lieu of lay-off during that period shall include the period of introduction in the higher rank. No demotion of this kind shall be made if it will result in the separation of any other employees with greater length of service.

An employee serving a promotional probationary period, who is removed from the new position for reasons other than misconduct or delinquency and who was a regular employee in another position in the classified service immediately prior to their promotional appointment, shall be reinstated in their former position unless such position is unavailable and if it is unavailable such employee shall be allowed to return to an equal or lower ranked position that the employee is qualified for within the Fire Department's authorized strength at that time.

SECTION 7 At least seven (7) calendar days prior to the expiration of an employee's introductory period, the Fire Chief shall notify the employee in writing whether the services of the employee have been satisfactory and whether the employee will continue in their position. The Fire Chief shall give a copy of this notice to the employee. Upon receipt by the Fire Chief of a favorable report, the appointment of the employee shall be covered by the Papillion Civil Service Commission Rules and Regulations at the expiration of the introductory period. In the absence of such a favorable report, the employee shall receive no further pay after the expiration of the introductory period.

SECTION 8 The CITY shall have the exclusive right to assign whatever duties and shift it deems advisable to any employee during their first six (6) months of employment.

ARTICLE 10

REDUCTION IN FORCE POLICY

SECTION 1 In the event it becomes necessary for the CITY to reduce the number of employees affected by this Agreement, the parties agree the following will be followed with respect to considering a reduction in forces.

SECTION 2 Employees in the introductory period will be separated from employment prior to any other employees who have successfully completed the introductory period. An employee in the promotional probationary period has the right to request to be considered for their previous rank, or one of like status and pay, if available. An employee must notify the Appointing Authority, in writing, of their desire to be considered for the lower rank within fourteen (14) calendar days of the receipt of the notice approved by Section 5 of this Article.

SECTION 3 An employee who has successfully completed the introductory period may be separated from the position using factors including, but not limited to:

- a. The multiple job skills recently or currently being performed by the employee;
- b. The knowledge, skills and abilities of the employee;
- c. The performance appraisals of the employee, including any recent, pending or recurring disciplinary actions involving the employee during the previous calendar year;
- d. The employment policies and staffing needs of the department, together with contracts, ordinances and related statutes;
- e. Required federal, state or local certifications or licenses; and
- f. Length of prior service to the City.

A recommendation from the Fire Chief shall be one of the factors considered.

SECTION 4 An employee whose position has been eliminated by such a reduction may request that they be considered for retention in the next lower rank. The request shall be in writing, within fourteen (14) calendar days of the notice of the determination to eliminate the employee's position. If such a request is made, the employee will be considered in the next lower rank level. In the event that this results in an employee in a lower rank being displaced, such displaced employee may request that they be considered for retention in the next lower rank or classification. The evaluation of each rank shall be determined using the criteria shown in Section 3 of this Article.

SECTION 5

A reduction in force will be done by rank. The higher rank to be reduced in the force will be evaluated first. The Appointing Authority shall notify an employee, in writing, of the determination to eliminate the employee's position by rank. Such notice shall be delivered to the employee by personal service or by postage-paid, U.S. mail to the employee's payroll address.

ARTICLE 11

UNION ACTIVITIES

- SECTION 1 The UNION agrees that it will not solicit membership or collect UNION dues, fees, or assessments of any kind, or distribute literature or any other type of printed material on CITY time or on CITY property, without prior approval from Fire Chief.
- SECTION 2 It is also agreed that the solicitation of members and distribution of UNION literature of a non-controversial nature will be allowed during one presentation to be made by UNION representatives before each new Firefighter recruit class. Such presentation shall not exceed one (1) hour.
- SECTION 3 Union officials, not exceeding three (3), shall be granted leave from duty, without loss of pay, for all meetings between the CITY and UNION for the purpose of negotiating the terms of a collective bargaining agreement, so long as their absences do not result in a stoppage of work in the department.
- SECTION 4 Union officials, not exceeding three (3), shall be granted paid leave from duty for the purpose of attending UNION meetings, conventions, educational conferences or conducting UNION business when it has been determined by the Fire Chief that such absences will not hinder the effective operations of the department. Such leave shall be contingent upon a written request by the UNION official and approval by the Fire Chief, or the Fire Chief's designee, not less than one (1) week in advance of the requested leave dates. Such paid leave shall not collectively exceed two-hundred and forty (240) hours for all union officials any one calendar year.
- SECTION 5 The CITY agrees that the UNION can conduct monthly meetings on CITY property and while certain employees are on-duty.

ARTICLE 12

NON-DISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate against employees on the basis of actual or perceived race, gender, color, creed, religious or political affiliations, alienage or national origin, ancestry, age, disability or handicap, marital status, veteran status, or any other characteristic protected by federal, state or local laws.

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, specifically including the right of employees to withdraw, revoke, or cancel UNION membership.

ARTICLE 13

EMPLOYEE DUTIES

SECTION 1

LIMITATIONS ON EMPLOYEES' DUTIES: No employee shall be assigned any duties other than their recognized fire department duties, which duties include normal custodial and maintenance work at the assigned station. It is understood that said duties shall include the washing of walls, excluding apparatus bay walls. All Fire Department vehicles shall be washed by employees as needed. The following shall be explicitly excluded from the definition of normal custodial and maintenance work, as referenced herein: (1) the painting of walls, (2) any work normally performed by a trade union, and (3) any mechanical maintenance work on vehicles.

Any duty directives outside of recognized fire department duties will be mutually agreed upon by the Fire Chief and the Union President or their designees.

ARTICLE 14

OUTSIDE EMPLOYMENT

SECTION 1 Employees may be entitled to engage in outside employment, including employment or service as an appointed Officer for any public body, not otherwise prohibited by the provisions of this Agreement. Such outside employment shall not be allowed if it creates a conflict of interest or a conflict with the employee's performance of their duties with CITY. Employees shall not use any city-owned property (i.e. turnout gear, SCBA, tools, etc.) for any outside employment or other outside activities without first receiving prior written approval from the Fire Chief, or the Fire Chief's designee, at the Fire Chief's, or his or her designee's, discretion. The provisions of this section shall be enforced by the Fire Chief, or the Fire Chief's designated representative, whose decision shall be final.

ARTICLE 15

LEAVE PROVISIONS

SECTION 1 SICK LEAVE WITH PAY: Sick leave shall be earned by uniformed employees assigned to a twenty-four (24) hour shift at the rate of seventeen (17) hours monthly. Unused sick leave benefits shall be reviewed on an annual basis on the first (1st) day of October. Any employee covered by this Agreement with an accumulated total greater than fourteen hundred (1,400) hours of sick leave after the annual post-employment health insurance plan contribution has been made in accordance with Article 38: Post-Employment Health Retirement Account (HRA) Plan of this Agreement, shall be paid the equivalent of one (1) hour of pay for every additional two (2) hours of accumulated leave above fourteen hundred (1,400) hours. This payment shall be included in the paycheck for the period which includes October 1st.

Employees may with the approval of the Fire Chief, utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, and for the illness or injury of the employees immediate family. Employees shall advise the on duty Battalion Chief immediately, or at least sixty (60) minutes prior to the start of shift, when it is necessary to be absent from work on account of sickness. Employees shall keep their Battalion Chief currently informed of their condition. Failure to fulfill these requirements may result in the denial of sick leave within the department. The Fire Chief may require either a certificate of a physician stating that such illness or injury prevented the employee from working or a medical examination by a physician designated by the Fire Chief or their designated representative.

An employee terminated for cause or an employee who gives less than two (2) weeks advance notice, unless providing such notice to the City was impractical as determined by the City, shall not receive payment or reimbursement for unused accumulated sick leave. Upon separation, other than for reasons stated above, said employee will be eligible for reimbursement of sick leave at the rate of one (1) hour pay for every two (2) hours of accumulated sick leave ("reimbursable sick leave"). Such employee shall have the reimbursable sick leave benefits distributed as follows: 40% of reimbursable sick leave benefits converted to cash and deposited into the employee's post-employment health insurance plan account and 60% of reimbursable sick leave benefits converted to cash and paid to the employee.

SECTION 2

VACATION LEAVE: Vacation leave shall be earned by employees assigned to a twenty-four (24) hour shift at the following rates:

Beginning with the date of hire and through the fifth (5th) year of continual full time service, an employee, shall be eligible to accrue ten (10) hours of vacation per month.

After completion of five (5) years of continual full time service, an employee is eligible to accrue twenty (20) hours of vacation per month.

After completion of ten (10) years of continuous service through their last year of service, an employee shall be eligible to accrue twenty four (24) hours of vacation per month.

The earned monthly accrual of vacation will be posted on the first day of each month immediately following such monthly accrual. A newly hired employee will receive a pro-rata accrual from their date of hire to the first of the following month and thereafter earn vacation pursuant to the above schedule.

In the event that available vacation is not used by the end of the benefit year, employees may carry unused vacation time forward to the next benefit year. If the total amount of unused vacation time reaches a maximum of two hundred eighty-eight (288) hours, at any time, further vacation accrual will temporarily stop until such time as the total accrued vacation amount falls below the maximum.

With the approval of the Fire Chief, any introductory employee may use vacation leave, but may only be granted the amount of hours that the employee has accumulated. Employees serving a promotional probationary period shall be entitled to take vacations in accordance with this section. The decision of the Fire Chief or their designated representative in this regard is final and binding and not subject to the grievance procedure. Employees may be given the option to exchange twenty-four (24) hours of accrued and unused vacation time for the payment of twenty-four hours at their applicable base pay rate upon written request one (1) time each calendar year. Such request will be made by December 1 of each year and paid out on the last pay period of that year.

Employees who leave City service shall be compensated for unused vacation time, at the rate of one (1) hour compensation for every one (1) hour of accumulated vacation time that the employee has earned through the last day of work.

SECTION 3 BEREAVEMENT LEAVE: In the case of the death of an immediate family member, the employee shall be allowed two (2) duty shifts bereavement leave with regular pay and, if requested, up to two (2) duty shifts of sick leave.

In the case of the death of an extended family member, the employee shall be allowed one (1) duty shift bereavement leave with regular pay.

Under extenuating circumstances, the Fire Chief, or the Fire Chief's designee, may authorize additional sick leave in such unique instances as are justified by the individual circumstances.

In all instances, the duty shift(s) taken off for bereavement leave must be the day of, the day preceding, or the day following the funeral or memorial service. The Fire Chief, or the Fire Chief's designee, may request written confirmation of the funeral or memorial service.

SECTION 4 MILITARY LEAVE OF ABSENCE WITH PAY: An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority on active training duty or duty with troops or at field exercise or for instruction, for not to exceed one hundred sixty-eight (168) hours in any one (1) calendar year. Such leave of absence shall be in addition to the regular vacation leave of such employees.

Absent a declared national or state emergency, an employee shall provide the Fire Chief, or the Fire Chief's designee, advanced written or oral notice of any upcoming military training obligation.

SECTION 5 MILITARY LEAVE OF ABSENCE WITHOUT PAY: All employees who leave a position for the purpose of being inducted into, enlisting in, determining their physical fitness to enter, or performing training duty in the armed forces of the United States or the National Guard, shall when ordered by proper authority to active service, be entitled to a leave of absence from such City employment for the period of such service without loss of pay during the first one hundred sixty-eight (168) hours of such leave of absence; provided, such pay for the first one-hundred sixty-eight (168) hours shall not be construed as being in addition to the pay provided for in Section 4 above.

Employees affected by this agreement who vacate a full-time position to undergo voluntary or involuntary training with the Armed Forces of the United States shall be entitled to a leave of absence from such

employment for the period of such training or service, not to exceed five (5) years; however, this period may be extended an additional period covering the time the employee was unable to obtain orders of release from active duty and additionally, any period of time the employee was hospitalized as a result of active duty. Additionally, the following applies to employees returning from military leave; after a service of thirty (30) days or less, employees shall be granted a minimum of eight (8) hours off prior to returning to work. For services of 31 to 180 days, employees must return to work within fourteen (14) days. After more than 180 days, employees must report to work no later than 90 days after return from service.

The proper authority may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than dishonorable, they shall be entitled to return to their former position or a position of like seniority, status, and then prevailing pay after they are discharged from active duty. Such person shall not be discharged from their former or new position without justifiable cause within one (1) year after reinstatement.

SECTION 6 Military leave shall not count towards minimum staffing.

SECTION 7 OTHER LEAVES OF ABSENCE WITHOUT PAY: In addition to all other forms of leave, all employees to include introductory, may be allowed to be absent from duty without pay for a period not to exceed twelve (12) months on the basis of applications for leave approved by the Fire Chief and Appointing Authority. All applicable forms of leave shall be exhausted prior to unpaid leave authorization.

SECTION 8 AUTHORIZATION FOR LEAVE: No payment for any leave of absence shall be made until leave has been properly approved.

SECTION 9 PERSONAL LEAVE DAYS: Each eligible employee shall be granted two (2) personal leave days for each calendar year, which shall be credited to eligible employees on the first pay date in January. Upon hire, employees shall receive two (2) personal leave days if they commence employment prior to June 30, all other employees who commence employment between July 1 and September 30 shall receive one (1) personal leave day. These personal leave days must be utilized within the calendar year in which they were granted. Unused personal leave days are forfeited after December 31 and shall not be carried over to following calendar years. Unused personal leave days or hours shall not be paid at termination or separation of employment. The procedure for granting the personal leave days provided herein is subject to the following conditions:

The granting of personal leave days shall be based on approval of the Fire Chief, or the Fire Chief's designee.

SECTION 10 JURY DUTY: When an employee is summoned for jury duty by a court of competent jurisdiction and their attendance in court is required during their regularly scheduled duty shift with CITY, the employee shall receive their regular pay from CITY during such service provided the employee turns their jury pay over to CITY for those days they are normally scheduled to work and for which remuneration is claimed. The employee shall also be required to furnish proof of said service from the court.

Employees must show the jury duty summons to their supervisor within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if they are released from jury service earlier than expected. Employees are expected to return to work whenever the court schedule permits upon the beginning of their next regularly scheduled duty shift.

SECTION 11 Any employee assigned to a forty (40)-hour weekly schedule will receive accrued leave and holiday benefits as stated in the Personnel Manual, unless the employee is on light-duty. Employees on light-duty shall receive benefits as stated in Article 30: Temporary Light-Duty, Section 2.

SECTION 12 All employees are encouraged to attend the funeral(s) of all City of Papillion Firefighters and Police Officers who die in the line of duty. Personnel attending the funeral should wear their Class "A" Uniform. If such a line of duty death occurs, CITY agrees to call upon another fire department and have such fire department cover territory during the funeral service.

SECTION 13 In order to maintain proper staffing levels, a maximum of two (2) employees shall be allowed to utilize vacation leave and/or personal leave per each duty shift. The Fire Chief, or the Fire Chief's designee, shall not designate certain days out of the year that vacation leave and personal leave cannot be requested or used.

SECTION 14 Effective October 1, 2023, a maximum of three (3) employees shall be allowed to utilize vacation leave and/or personal leave time per each duty shift. Effective October 1, 2025, a maximum of four (4) employees shall be allowed to utilize vacation leave and/or personal leave time per each duty shift. The Fire Chief, or the Fire Chief's designee, shall not designate certain days out of the year that Scheduled Vacation Leave cannot be requested or used.

ARTICLE 16

WORK PERIOD, HOURS OF WORK, AND FLSA PREMIUM PAY

SECTION 1 The normal work period shall consist of a twenty-eight (28) day work cycle with employees assigned to a twenty-four (24) hour duty shift which shall commence at 7:00 a.m., the exact dates of this duty shift are set forth in the "Firefighter's Suppression Work Schedule" which is maintained by CITY and shall be provided to employees six (6) months in advance.

SECTION 2 Work performed by those employees covered under Section 1 hereof, in excess of 212 hours in each twenty-eight (28)-day FLSA cycle, shall be compensated at the rate of one and one-half (1½) times the actual number of hours worked in excess of their normal duty shift. FLSA premium pay (one-half (½) times the calculated regular hourly rate) worked in excess of two-hundred twelve (212) hours in a particular pay period will be paid in the paycheck immediately following the end of the twenty-eight (28)-day work cycle in which such FLSA premium pay was earned.

Hours of holiday leave, personal leave days, and vacation leave taken during the work period will be counted toward hours worked in the computation of FLSA premium pay. Compensatory time, worker's compensation, military leave, bereavement leave, sick leave, service award hours awarded for years of service, jury duty leave, and Union leave taken during the work period will not count toward hours worked in the computation of FLSA premium pay.

SECTION 3 If an employee is called to duty during their off-duty time, such employee shall be paid a minimum of two (2) hours, or the actual number of hours worked, whichever is greater.

SECTION 4 Employees shall not be allowed to work outside their regular scheduled work schedules unless approved by the Fire Chief, or the Fire Chief's designee, or as provided in Article 28: Trade Time.

ARTICLE 17

HOLIDAYS

SECTION 1 For the purposes of this Agreement, the following, in addition to any other days that may be designated by the CITY after the effective date of this Agreement, are holidays:

New Year's Day, Labor Day, Thanksgiving Day, Veteran's Day, President's Day, Independence Day, Christmas Day, Martin Luther King Day, Patriot's Day (in lieu of the day after Thanksgiving Day), Memorial Day

Closing of City Offices:

In the event City offices are closed for any reason by the Mayor, or the Mayor's designee, or any other person with the authority to authorize the closing of City offices, and City employees not subject to this Agreement are allowed to leave City offices for the duration of such closure with pay and without the use of leave for such closure period, Employees subject to this Agreement shall be compensated an equivalent amount of compensatory time at the applicable base rate. For example, in the event City offices are closed by the Mayor from 1:00 p.m. until 5:00 p.m. on December 24th and City employees not subject to this Agreement are allowed to leave City offices with pay and without the use of leave during such closure period, Employees subject to this Agreement shall be compensated four (4) hours of compensatory time at the applicable base rate.

In the event any City offices are closed for any reason by the Mayor, or the Mayor's designee, or any other person with the authority to authorize the closing of City offices, and City employees not subject to this Agreement are allowed to leave City offices for the duration of such closure but are required to use some form of leave for such closure period, Employees subject to this Agreement shall not be compensated any compensatory time for such closure. For example, in the event City offices are closed by the Mayor from 1:00 p.m. until 5:00 p.m. on January 15th due to inclement weather, and City employees not subject to this Agreement are allowed to leave City offices for the duration of such closure but are required to use some

form of leave for such closure period, Employees subject to this Agreement shall not be compensated any compensatory time for such closure.

SECTION 2

Any uniformed employee who is directed to report to duty at 0700 hours on any holiday, listed in Section 1 of this Article, shall be entitled to an additional twenty-four (24) hours at straight time as holiday pay, provided they work the entire duty shift. If an employee is not working the holiday, said employee shall be paid holiday pay at the rate of one-half (1/2) of a duty shift (12 hours) at straight time per holiday.

ARTICLE 18

LONGEVITY

SECTION 1 Following an employee's completion of six (6) years of employment at the City, longevity payments shall be made annually on the first full paycheck following the employee's hire date anniversary. These payments shall not affect the applicable base pay rate. They will be single payments based on the pay scale (Appendix "B") as annual base rate of pay. These percentages are based upon percentages upon the completion of the continuous years of service with the CITY, as follows:

3% Upon completion of six (6) years

4% Upon completion of twelve (12) years

5% Upon the completion of eighteen (18) or more years

SECTION 2 Service with the CITY, within the meaning of this Article, shall mean all periods of time in which an employee of the Fire Department has received compensation from the CITY for work performed or utilization of paid leave. Suspension for disciplinary purposes shall constitute service with the Fire Department within the meaning of this Article.

ARTICLE 19

INSURANCE

SECTION 1 Full-time employees and their families shall be entitled to enroll in the CITY group life, health and dental programs, or as otherwise required by the State of Nebraska, subject to all terms and conditions of the agreements between the City and the insurance carriers.

HEALTH INSURANCE COVERAGE:

Full time employees shall pay insurance premium contributions according to the following schedule based on their health insurance coverage selection and network selection as established in the master agreement of the contract with the insurance carrier:

Broad Health Insurance Network Option:	
\$500 Deductible Plan	14% Employee Contribution
\$1,000 Deductible Plan	12% Employee Contribution
Limited Health Insurance Network Option:	
\$500 Deductible Plan	12% Employee Contribution
\$1,000 Deductible Plan	10% Employee Contribution

Employees electing health insurance coverage shall be required to contribute the monthly premium cost of health insurance, which shall be automatically deducted from their paycheck.

DENTAL INSURANCE COVERAGE:

Dental insurance premiums for employees and their families will be paid for by the CITY.

LIFE INSURANCE COVERAGE:

Life insurance coverage in the amount of \$50,000 shall be paid for by the CITY, and those employees electing to have separate or additional life insurance for family members shall be required to pay for such premiums.

Those employees electing not to participate in these insurance coverages shall not receive any other form of coverage or compensation in lieu of those benefits.

- SECTION 2 In the event it becomes necessary to change insurance carriers or coverages, the CITY and the UNION, the UNION Attorneys or Consultants shall meet and discuss alternative ways to maintain the level of benefits substantially equal to what is currently in effect.
- SECTION 3 The employees governed by this Agreement shall be eligible to participate in the "COBRA Program" upon leaving employment with the CITY.
- SECTION 4 Full-time employees shall be entitled to CITY paid long term disability insurance with an elimination period not to exceed ninety (90) calendar days and a minimum monthly earnings benefit of sixty percent (60%) until the age reduction provisions apply.

ARTICLE 20

SPECIALTY DESIGNATIONS

SECTION 1 The Fire Chief in consultation with the UNION, shall establish appropriate procedures for the selection of future persons for the Fire Apparatus Engineer classification, whereas the Fire Chief, or the Fire Chief's designee, will administer the selection process.

SECTION 2 EMT - I (Intermediate): The EMT-I specialty designation shall not be a prerequisite for eligibility for the promotional examination to any higher rank and shall not be considered a part of the chain of command of the fire administration. Such specialty designation classification shall encompass those persons holding a valid State of Nebraska EMT-I license.

SECTION 3 EMT-P (Paramedic): The EMT-P specialty designation shall not be a prerequisite for eligibility for the promotional examination to any higher rank and shall not be considered a part of the chain of command of the fire administration. Such specialty designation classification shall encompass those persons holding a valid State of Nebraska EMT-P license.

SECTION 4 The CITY shall pay the following additional monies to all Nationally Registered and/or State of Nebraska Advanced Life Support Providers, and Fire Apparatus Engineers as follows:

- a) EMT-I \$0.50 per hour
- b) EMT-B Medic Driver \$1.00 per hour when working in the position for a full 24-hour duty shift
- c) Engine/Truck Paramedic \$1.50 per hour
- d) Medic Unit Paramedic \$3.00 per hour; Effective for the FLSA cycle that includes October 1st, 2025: \$3.50 per hour

SECTION 5 Employees earning certifications from the following lists shall receive a stipend of \$100 per year for each certification, up to a maximum of four (4) certifications, or four-hundred dollars (\$400.00) per year:

- | | |
|------------------------------|-----------------|
| Fire Service Instructor I | Firefighter II |
| Fire Incident Safety Officer | Fire Officer I |
| Nebraska Boater Education | Fire Officer II |

ARTICLE 21

UNIFORMS AND EQUIPMENT

SECTION 1 CITY shall provide initially upon employment all items of uniforms and equipment as deemed necessary by the Fire Chief for those employees who utilize said uniform and equipment. The replacement shall be based upon the quarter master system. Any employee requesting a new uniform shall provide the quartermaster (Fire Chief or designee) the unserviceable uniform or equipment. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate vendor for replacement item(s). The CITY shall provide all NFPA approved firefighting equipment, as well as Class A, B and C uniforms as described in departmental Standard Operating Guidelines, as set forth by the Fire Chief.

For each employee, the CITY will shall cover the one-time cost of alterations and/or replacement of said employee's Class A uniform fifteen (15) years after the date of issuance of uniform to said employee so long as said employee is continuously employed by the Department during the aforementioned fifteen (15) year period. The City agrees to replace an employee's Class A uniforms every fifteen (15) years, with one alteration paid for by the City during each fifteen (15) year period; provided that said employee is continuously employed by the Department during the fifteen (15) year period. Any additional alternations or replacements shall be the responsibility of the employee.

SECTION 2 All uniform and equipment are the property of the CITY and are to be turned back to the CITY quartermaster upon termination.

SECTION 3 Prescription eyeglasses damaged or broken in the performance of duty determined not to be a negligent act by the employee may either be repaired or replaced but the cost shall not exceed two-hundred-fifty dollars (\$250.00) per pair.

ARTICLE 22

ELECTION DUTY, VOTING LEAVE, WITNESS DUTY, AND CONFERENCES/MEETINGS

SECTION 1 Election Duty: The CITY encourages all employees to fulfill their civic responsibilities by serving election duty when appointed as an election worker. In such circumstances, the CITY shall grant a leave of absence to the employee upon giving at least five (5) calendar days' notice to the Fire Chief after receiving a letter of appointment for election duty.

An employee shall not be subject to discharge from employment, loss of pay, loss of FLSA premium pay, loss of sick leave, loss of vacation time, or threat of any such action, or any other form of penalty as the result of their absence from employment due to election duty. The City of Papillion will continue to provide full benefits for the full term of the election duty absence for eligible employees. Vacation, sick leave, and holiday benefits will continue to accrue during election duty leave.

Employees must provide a copy of the letter of appointment for election duty to the Fire Chief within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if they are released from such civic service earlier than expected. Employees are expected to return to work whenever the election schedule permits.

The CITY recognizes that being called to daytime election duty can impact employees who work evening or overnight shifts and can require special arrangements to provide adequate rest between election and work duties. In such instances, the immediate supervisor should work with the employee to make work scheduling arrangements that will allow for a reasonable amount of time between the employee's period of election service and the employee's work schedule. Regardless of the work schedule arrangements, the employee shall be paid the same compensation for the period of such civic service as if they had worked a regular work week schedule. Compensation, other than expenses, paid to the employee by the Election Commission for such civic duty shall be paid to the City. In no event shall an employee be unjustly enriched or benefited beyond their regular compensation as a result of election duty service.

The CITY may request that the employee be excused from election duty if the employee's absence would create serious operational difficulties.

SECTION 2 Voting Leave: The CITY encourages employees to fulfill their civic responsibilities by voting. Generally, employees are able to find time to vote either before or after their regular work schedule.

Employees are entitled to voting leave that, when added to nonworking time, equals two consecutive non-working hours in which to vote. An employee must apply for voting leave from their immediate supervisor prior to or on election day. The City may specify the hours in which the employee may be absent. The employee shall not be subject to penalty and no deduction shall be made from their salary or wages on account of such absence. Employees are not eligible if they have two consecutive non-working hours in which the polls are open.

SECTION 3 Witness Duty: An employee required to attend as a witness or in any other capacity directly related to their official duties, any case pending in any juvenile, county or district court or before a grand jury proceedings or in conferences with the County Attorney or their respective assistants or at any pretrial conference or any other related hearing or proceedings by any City, County, State or Federal Government or Subdivision or Agency during off-duty periods shall be paid a minimum of two (2) hours at the rate of time and one-half (1½) or at one and one-half (1½) times the actual number of hours in attendance, whichever is greater.

SECTION 4 Employees attending training seminars, workshops, conferences or schooling shall be paid at their regular rate of pay while in attendance at such functions. Use of CITY vehicle will be granted on a case by case basis, if none available, current CITY rate shall be paid for mileage. Carpooling shall be utilized in absence of available CITY vehicle. A "Request for Training" form will be completed for the approval of the Fire Chief prior to the training seminars, workshops, conferences or schooling.

SECTION 5 The Fire Chief shall post notices of any school or training available. The CITY shall provide each employee adequate training in order to satisfy, or enhance, their respective level of training for as long as their current job description calls for participating in said activity.

ARTICLE 23

TEMPORARY APPOINTMENTS

- SECTION 1 The CITY will determine the organizational structure pertaining to the fire department. Said organizational structure may be approved by the CITY Council after receiving the recommendation of the Fire Chief.
- SECTION 2 Any temporary appointments made to fill a vacancy by the Fire Chief, or any designee of the CITY, shall be governed by the CITY Civil Service Guidelines. Any employee appointed temporarily to a higher rank shall be paid at the rate applicable to such appointment, and for the duration of said temporary appointment as stated by Civil Service Rules and Regulation.
- SECTION 3 Should any temporary appointee be duly appointed to the same position on a permanent basis through the selection from a civil service list, any and all time served by the employee as a temporary appointee shall be credited toward any probationary time required by the Civil Service Guidelines.
- SECTION 4 Employees being paid at a higher rate while temporarily filling a position in a higher rank will be returned to their regular rate of pay when the period of temporary employment in the higher rank ends.
- SECTION 5 Any vacancy above the Firefighter rank shall be filled from certified promotional lists, within one hundred eighty (180) calendar days. The one hundred eighty (180) calendar-day period may be extended upon mutual agreement of both parties. Firefighters and Fire Apparatus Engineers are eligible to temporarily fill a Captain position, and Captains are eligible to temporarily fill a Battalion Chief position. If no employee accepts a temporary appointment, the Fire Chief shall make a temporary appointment.

ARTICLE 24

WORKING OUT OF CLASS

SECTION 1 Any time an employee is directed by the Fire Chief and/or the Fire Chief's designee, to work out of class to fill an absence in the capacity of the positions of Battalion Chief, Captain or Fire Apparatus Engineer and the employee performs the functions of a Battalion Chief, Captain or Fire Apparatus Engineer for a period of twenty-four (24) consecutive duty shift hours or more, said employee shall be compensated at the corresponding pay step in the respective classification that would constitute a pay increase to said employee. The absence will be filled with one of the top three (3) ranking candidates from the appropriate certified promotional list. In the event there is no certified list for the position, the Fire Chief, or the Fire Chief's designee, shall select employees based on the seniority of personnel eligible to fill the absence. Personnel selected to fill an absence must meet the minimum requirements of the position. The absence will be filled with the most-senior employee who consents to do the work. However, if the Fire Chief exhausts the list and no personnel are either available or wish to do the work, an appointment shall be made at the discretion of the Fire Chief, or the Fire Chief's designee.

SECTION 2 Any time an employee who is working outside of rank pursuant to this Article, utilizes vacation, personal leave, funeral, sick, or any other leave provisions of this Agreement, the employee shall be paid for that leave at their applicable base pay rate and not at the higher out of rank pay.

If an employee takes paid leave during the shift that is considered as working outside of rank, the leave period will constitute as a break in consecutive full duty shifts and will not meet the workday requirement as described in Section 6 of this Article.

SECTION 3 When an employee is working in a long-term out of class capacity, the employee shall not be replaced by another employee, except by the employee currently assigned to the position. When an employee is working in a short-term out of class capacity, that person may be replaced by an employee in the class or rank of the open position. An example is if a Captain is called back on FLSA premium pay hours, the Captain shall replace a Firefighter working out of class in a Captain position in a short-term out of class capacity.

While working out of class, an employee shall receive the starting step pay for the position. The employee shall remain at their assigned rate of pay for any other hours worked not in a working out of class position.

ARTICLE 25

EXAMINATIONS AND PROMOTION PROCEDURE

SECTION 1 Notice of a promotional opportunity shall be posted in the Fire Department at least sixty (60) calendar days prior to the testing date, in lieu of any published notice. The parties agree that promotions within the Fire Department and examinations for promotions shall be in accordance with this Article and shall be in accordance with any other rule or policy of the City or the Civil Service Commission.

Promotional exams for the position of Captain, Battalion Chief and FAE shall be held on an as needed basis.

New hire testing shall be done as needed.

A bibliography list of all testing material shall be agreed upon by the Fire Chief and UNION and then provided to all candidates sixty (60) calendar days prior to testing date. The City will maintain one (1) set of bibliography materials for exams referenced in this article at each fire station.

SECTION 2 "On-duty" personnel shall be granted "detached duty" to participate in all phases of promotional examination procedures. This detached duty shall begin a minimum of two (2) hours prior to the posted testing/evaluation time.

SECTION 3 When a position for Captain, Fire Inspector, Fire Apparatus Engineer, or Battalion Chief becomes vacant, the City Administrator shall create the general criteria for such position. After doing so, the Fire Chief shall evaluate the internal employee pool to determine whether or not it contains at least two candidates that would meet the minimum qualifications set forth within the general criteria. Upon the recommendation of the Fire Chief that there are two or more internal candidates who would meet the minimum qualifications, the City may direct the Civil Service Commission to examine only internal candidates for said position.

In order to be considered for promotion to Captain, the following educational requirement must be met: An Associate's Degree or sixty (60) hours of credit from an accredited college or university. In order to be considered for promotion to Battalion Chief, the following educational requirement must be met: A Bachelor's Degree or one-hundred twenty (120) hours of credit from an accredited college or university. Any personnel already in either rank shall be grandfathered in and shall not have to meet this education requirement for their current rank. Furthermore, any employee hired prior to January 20, 2015 (the

effective date of a previous IAFF Agreement) shall not have to meet these education requirements for future promotions within the City of Papillion Fire Department, so long as such employee has had continuous employment within the City of Papillion's Fire Department.

For promotional opportunities, those employees who have an Associates' Degree in a fire department-related field, as determined by the Human Resources Department, shall receive two (2) education points that will be added to their final Civil Service process score prior to the final ranking.

For promotional opportunities, those employees who have a Bachelors' Degree shall receive four (4) education points that will be added to their final Civil Service process score prior to the final ranking.

For promotional opportunities, those employees who have a masters' degree shall receive five (5) education points that will be added to their final Civil Service process score prior to the final ranking.

For promotional opportunities, employees shall only receive education points for the highest level of education obtained by the employee at the time the promotional opportunity arises. Employees shall not receive education points for each degree or level of education obtained.

In such circumstances where external candidates are considered for the positions of Captain, Fire Inspector, Fire Apparatus Engineer, or Battalion Chief, external candidates will receive education points for their highest level of education obtained in the same manner as described in the above paragraphs for promotional opportunities.

ARTICLE 26

EDUCATIONAL INCENTIVE

SECTION 1 The CITY'S Educational Assistance Program is provided as an incentive to further the employee's education and development. This incentive is provided by financial assistance. The course(s) must provide benefit to the CITY by furthering the employee's skills and/or knowledge in either their present job, or a future reasonably attainable position. This is consistent with the CITY'S overall policy of encouraging self-development for all employees. Participation in the program does not guarantee the employee a promotion and/or pay increase. Any full-time, non-introductory employee, except as provided below, of the Fire Department is eligible to participate in the program.

SECTION 2 For all bargaining unit members, the eligibility criteria, processes and conditions outlined below will apply.

Eligibility criteria for approval include the following:

- Approval of the Fire Chief and City Administrator.
- Budget authority.
- Courses provide benefit to the CITY by furthering the employees' skills and or knowledge in their current position or a reasonably attainable position within the city organization. Participation in the program does not guarantee the employee a promotion and/or a pay increase.
- Courses must be taken at a university, college, junior college, technical college/community college, or secondary school that has been accredited through a nationally recognized accrediting agency or association. The CITY reserves the right to limit the amount of reimbursement to the amount that would be paid at an alternate public accredited institution (e.g. University of Nebraska at Omaha).
- Doctoral or PhD level classes and degree programs are not eligible for reimbursement.
- This program is available only after all available assistance is exhausted such as G.I. Bill, grants, discounts, and scholarships.
- Time spent in attendance at such courses shall be considered the employee's personal time and is not counted as time worked.

Course work requires the approval of the Fire Chief prior to registration. Upon proof of successful completion of the course(s) the Fire Chief shall initiate and recommend reimbursement of course fees to the employee.

Education Reimbursement Limitation and Process:

- Maximum annual reimbursement is \$2,000 for undergraduate degrees and \$3,000 for graduate degrees.
- Eligible reimbursable expenses include actual costs for tuition, enrollment fees, text books, and other fees. Travel expenses will not be covered.
- Approved requests are reimbursed at the completion of the course by the employee after providing a grade report and according the following schedule:
 - Grade of "A" 90 % reimbursement
 - Grade of "B" 80 % reimbursement
 - Grade of "C" 70 % reimbursement
 - Below "C" 0 % reimbursement

Employees requesting reimbursement must complete an "Educational Reimbursement" form which can be obtained from the Human Resource Department. The form along with copies of a grade report and eligible expense receipts must be submitted to the Fire Chief for approval and reimbursement.

SECTION 3

Upon eligibility of this incentive, the CITY agrees to pay an educational incentive to each employee who has completed five (5) years of employment with the fire department in the amount of:

1. \$50 a month for a Bachelors' degree from an accredited college or university;
2. \$60 a month for a Masters' degree from an accredited college or university.

The incentive will be based on transcripts or other reports from the college or university, which will be provided by the employee.

ARTICLE 27

SHIFT BIDS

- SECTION 1 Bidding for duty assignments will start on the third (3rd) week of November and take effect in correlation with the first complete FLSA cycle in January of the coming year, unless otherwise agreed upon by the Fire Chief and the IAFF Local President.
- SECTION 2 Bidding for duty assignments shall be granted based on the employee's seniority within rank and classification.
- SECTION 3 Introductory entry level Firefighters shall not have the right to bid shifts. If this requires a Firefighter to be bumped from their original shift bid, it shall be the Firefighter with the least amount of seniority.
- SECTION 4 Management retains the right to move any employee at any time.

ARTICLE 28

TRADE TIME

- SECTION 1 Employees may agree to trade time among themselves. Such trades shall be voluntary and there shall be no liability or cost to the City as a result of any such trades including, but not limited to: FLSA premium pay, call back, holiday, or working-out-of-class costs.
- SECTION 2 Employees desiring to trade time shall agree between themselves as to the payback conditions of such trade(s); provided, however, that cash paybacks for trades are not allowed except for official union business. In lieu of utilizing hours allowed in this bargaining agreement for union leave, a union official may elect to pay another person to work their shift. Funds used for this purpose will come from the local, state, or international union or association. All trade time agreements shall be reduced to writing using a form provided by the City and must be signed by the agreeing employees and witnessed by any Battalion Chief or any Acting Battalion Chief to be valid. It shall be the responsibility of the employee requesting trade time to ensure their Battalion Chief and the substituting employee receive signed copies of the form in advance of the trade time date.
- SECTION 3 If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision.
- SECTION 4 An employee may not work more than one hundred forty-four (144) hours of trade time in any twenty-eight (28)-day work cycle.

ARTICLE 29

INJURED ON DUTY

- SECTION 1 Employees are covered by Workers' Compensation as provided by the law of the State of Nebraska and Nebraska Revised Statute 16-1031 Firefighter Injured on Duty. When an employee under this agreement is entitled to Workers' Compensation benefits, other than medical, surgical, and hospital services as defined by law, that employee shall be eligible for a supplemental payment by the City, as provided by the Workers' Compensation Act or as otherwise provided by state statute. Such supplemental compensation shall continue for a period not to exceed one (1) calendar year.
- SECTION 2 The Employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any Workers' Compensation benefit and/or any wage or salary compensation received from Employer, result in the Employee receiving total compensation greater than the average weekly wage for the applicable time period.
- SECTION 3 Workers' Compensation checks are sent to the employee from the CITY'S insurance provider. The employee's workers' compensation payments will be supplemented in an amount equal to, but not to exceed, the bi-weekly pay and specialty pay as set forth in the Pay Step Plan.
- SECTION 4 After one (1) calendar year the employee may elect to use accrued and unused sick leave or vacation leave to supplement workers' compensation pay to the amount of the employee's regular rate of pay. Once the employee has used all accrued leave time or elects not to use leave time the employee shall receive only the amount paid by workers' compensation
- SECTION 5 Health Insurance, dental insurance and other benefits will continue with the appropriate employer contribution during the one-year period and be extended while the employee is utilizing accrued and unused leave to supplement workers' compensation pay in an amount equal to the number of hours scheduled for each pay period.
- SECTION 6 In order to be in "pay status" the employee must be receiving supplemental paid leave from the City in addition to the employee's workers' compensation benefits at a rate to equal the regular number of hours in a work schedule.

SECTION 7 Injuries and diseases in the line of duty shall include any claims that occur while the employee is:

- a. On duty, or
- b. Performing on duty annual physical fitness or agility testing or on duty training which is related to a Papillion Fire Department function or a function covered by an interlocal agreement, or
- c. While performing firefighting charges as directed by general orders.

SECTION 8 In the event of a line-of-duty death, the City shall pay ten thousand dollars (\$10,000.00) for funeral expenses, which amount is to be in addition to any amounts payable under the Nebraska Workers' Compensation Act.

SECTION 9 Any off-duty training that has been approved by the Fire Chief, or the Fire Chief's designee, is covered by the City's workers' compensation insurance.

ARTICLE 30

TEMPORARY LIGHT-DUTY

SECTION 1 Temporary light-duty assignments are for employees and other eligible personnel in the fire department who, because of injury, illness, or disability are temporarily unable to perform their regular assigned duties; but who are capable of performing alternative duty assignments.

SECTION 2

1. Any full-time sworn or civilian member of the City of Papillion Fire and Rescue Department suffering from medically certified illness, injury, or disability requiring treatment of a licensed health-care provider and who, because of injury, illness, or disability, is temporarily unable to perform the regular assigned duties, but is capable of performing alternative assignments.

Assignments may be changed at any time, upon the approval of the treating physician, if deemed in the best interest of the employee or the Fire Chief.

2. This policy in no way affects the privileges of an employee under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.
3. Assignment to temporary light-duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits, unless specified elsewhere in this Agreement, provided however, specialty pay shall be included.
4. Specialty pay for paramedics on light duty will be at the Truck/Engine Paramedic rate (\$1.50 per hour). Specialty pay for EMT-I's on light duty will remain at \$0.50 per hour.
5. Light-duty assignments are strictly temporary and normally should not exceed ninety (90) calendar days in duration. After ninety (90) calendar days, employees on temporary light duty who are not capable of returning to their original duty assignment shall:
 - a. Present a request for extension of temporary light-duty, with Supporting documentation, to the Fire Chief; or

- b. Pursue other options as provided by employment provisions of the City of Papillion Fire and Rescue Department, federal, or state law.
6. Employees on temporary light-duty are prohibited from engaging in outside employment or volunteer community activities in which they may reasonably be expected to perform fire suppression, investigation, code enforcement, or emergency medical service functions for which they have been determined physically or mentally unable to perform on behalf of the City of Papillion Fire and Rescue Department, and that form the basis for their temporary light-duty assignment.
7. Depending upon the nature and extent of the disability, an employee on temporary light-duty may be prohibited or restricted from wearing the departmental uniform, if so determined by the Fire Chief.
8. Light-duty assignments shall not be made for disciplinary purposes.
9. Employees may not refuse temporary light-duty assignments that are supported by and consistent with the recommendation of an attending physician, or certified health care provider, although employees may protest such assignments through established grievance procedures.
10. Employees on temporary light-duty shall immediately have their leave accrual rates converted to that of a forty (40)-hour work week accrual, as set forth in the City of Papillion Personnel Manual. It is understood that the employee's current balances will not be converted.

SECTION 3

1. Temporary light-duty assignments may be drawn from a range of technical and administrative areas that include but are not limited to the following:
 - a. Administrative functions (e.g. report review, special projects),
 - b. Clerical functions (e.g. filing, report entering),
 - c. Report taking (e.g. telephone reporting),

- d. Communications (e.g. complaint taker).
- 2. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the fire department members knowledge, skills, abilities, availability of light-duty assignments, and the physical limitations imposed on the fire department member.
- 3. Every effort shall be made to assign employees to positions consistent with their rank and pay classification. However, where appropriate, employees may be assigned to positions designated for personnel of lower rank or classification.

Employees thus assigned shall:

- a. Retain the privileges of their rank, but shall answer to the Supervisory Battalion Chief of the shift to which they are assigned with regard to work responsibilities and performance; and
- b. Retain the pay classification and related benefits of the position held prior to their assignment to temporary light duty.

SECTION 4

- 1. Requests for temporary light-duty assignments shall be submitted to the immediate supervisor. Requests must be accompanied by a physician's work recommendation and/or statement of medical certification to support a requested reassignment, which must be signed either by the treating physician, or other licensed health-care provider. The certificate must include an assessment of the nature, probable duration of the disability, prognosis for recovery, nature of work restrictions, an acknowledgement by the health-care provider of familiarity with the light-duty assignment, and the fact that the employee can physically assume the duties involved.
- 2. The request for temporary light-duty and the physician's statement shall be forwarded to the Fire Chief, who shall make the final decision regarding the assignment to temporary light-duty of the fire department member.
 - a. The Fire Chief may require the employee to submit to an independent medical exam by a health provider of City's

choosing. In the event the opinion of this second health provider differs from the foregoing health provider, the employee may request a third opinion at City's expense.

- b. The employee and representative of the fire department shall cooperate and act in good faith in selecting and third health care provider and both parties shall be bound by that medical decision.
3. An employee who has not requested temporary light duty may be recommended for such assignment by submission of a request from the employee's immediate supervisor. Such a request must be accompanied by an evaluation of the employee, conducted by competent medical authority expressing the need for temporary light duty.
 - a. Notice shall be provided to the employee of the proposed temporary light-duty assignment together with justification for the recommendation by their assigned shift Battalion Chief, or the Fire Chief.
 - b. The employee may challenge the proposed reassignment using established department grievance procedures.
 - c. Pending results of a grievance procedure, an employee may be reassigned if, in the opinion of the Fire Chief, failure to reassign may jeopardize the safety of the employee, other employees, or the public.
4. As a condition of continued assignment to temporary light-duty, the affected employee may be required to submit to periodic physical assessments of their condition as required by the Fire Chief.

SECTION 5 RETURN TO PERMANENT DUTY

1. All employees performing temporary light-duty shall be returned to regular duty upon determination that they are physically, and mentally fit to perform their permanent assigned shift duties.
2. Any return to normal duty must be accompanied by a written physician's recommendation, and/or statement of medical certification which permits the employee to work with no limitations, and/or perform all assigned duties consistent to the job description the employee is assigned to perform.

- a. The City may require the employee to submit to an independent medical examination by a physician of the agency's choosing. In the event the opinion of this second physician differs from the foregoing physician, then employee may request a third opinion at the employer's expense.
- b. The employee and the City shall cooperate and act in good faith in selecting a third physician, and both parties shall be bound by the opinion of the third party for purposes of rights under the Agreement pertaining to temporary light duty.
- c. Pertaining only to Article 30, Section 5: Return to Permanent Duty, the term "physician" shall mean any person licensed to practice medicine and surgery, osteopathic medicine, chiropractic, podiatry, or dentistry in the State of Nebraska or in the state in which the physician is practicing. It is expected that both parties will endeavor to select a physician with qualifications to opine on the matter in question.

ARTICLE 31

VOLUNTARY DEMOTIONS

SECTION 1 Employees may request to be voluntarily demoted to a lower classification, so long as a vacancy is available in the lower classification and the Fire Chief approves. Employees' job seniority will be based on continuous length of service as a firefighter of City. The employee's seniority within rank will be determined by the actual length of time spent in any individual rank.

ARTICLE 32

MINIMUM STAFFING

- SECTION 1 The City agrees to maintain a minimum staffing level of eighteen (18) personnel on-duty, twenty-four (24) hours a day, three-hundred sixty-five (365) days a year.
- SECTION 2 The City agrees to hire three (3) personnel prior to October 1, 2023. Additionally, the City agrees to hire three (3) personnel prior to October 1, 2025.
- SECTION 3 All in-service fire suppression apparatus shall be staffed with a minimum of three (3) qualified sworn personnel. It is understood by both parties that there will be times when a fire apparatus may have two (2) personnel for brief periods of time (e.g., when a person is needed to drive or assist a medic unit with a critical patient transport).
- SECTION 4 If it is necessary for the City to call back employees in order to comply with the minimum manning requirements of this Article, the employees shall be called back on a rotating basis from a list maintained by the Fire Chief. The City will not be held liable if attempts to call back any and all available employees and is unable to get a sufficient number of employees to come back to fulfill that obligation.
- SECTION 5 Employees returning for call back duty are encouraged to report to the engine house within thirty (30) minutes from time the phone call is received.
- SECTION 6 Staffing will be adjusted to comply with this Article at the beginning of each shift at 7:00 A.M., and again at 7:00 P.M. The Fire Chief shall have the authority to detach on-duty personnel for training or other job-related activities for up to twelve (12) hours in a 24-hour period, but not cause staffing to go below seventeen (17) personnel.
- SECTION 7 The City shall maintain the number of paramedics employed at one-half (1/2) the total number of personnel assigned to twenty-four (24) hour shifts. In the event that the number of paramedics drops below the one-half (1/2) mark, the City shall have eighteen (18) months to bring the number of paramedics into compliance with this Article.

ARTICLE 33

COMPENSATORY TIME

SECTION 1 Any employee may elect to choose compensatory time, which shall be awarded at the rate of time-and-one-half (1 ½) for all hours worked outside their normal duty shift. These hours may accrue up to a maximum ninety-six (96) hours. Any FLSA premium pay hours worked after the employee has accumulated the maximum amount of hours shall be compensated in cash. An employee who chooses this option shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the Department. Payment of FLSA premium pay shall not be considered as a factor in approving a request for compensatory time off. Effective October 1, 2023, a maximum of one (1) employee shall be allowed to utilize compensatory time per each duty shift.

Employees with compensatory time in excess of ninety-six (96) hours on the execution date of this Agreement have the option to be compensated for cash for all hours in excess of ninety-six (96) hours or the option to keep those hours in excess of ninety-six (96) hours in their compensatory bank; however, employees are not allowed to accumulate any additional compensatory hours until their compensatory time is below ninety-six (96) hours.

ARTICLE 34

DUES CHECK-OFF

- SECTION 1 The City shall deduct regular monthly dues from the pay of each employee covered by this agreement, provided at the time of such deduction there is in the possession of the Human Resource Department of the City a current, unrevoked written assignment, executed by the employees in the form and according to the terms of the Dues Check-Off form attached hereto, marked as Appendix "A", and made a part hereof. Such authorization may be revoked by the employee with advanced written notice thereof to the Human Resource Department of the City.
- SECTION 2 Such authorized deductions shall be made on a bi-monthly basis and will be remitted to the duly designated Local No. 3767 official within ten (10) days. Local No. 3767 shall advise the Human Resource Department of the City in writing of the name of such official.
- SECTION 3 Previously signed and un-revoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days.
- SECTION 4 If an employee has no pay coming for the first payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month then deductions shall be limited to the amount of the current regular bimonthly Local No. 3767 dues, and shall not include dues for prior months or any portion thereof.
- SECTION 5 If the Human Resource Department of the City receives an employee revocation or authorization on or before the eighth day of the first payroll period of the calendar month, no deductions will be made from that payroll period or subsequent payroll period. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.
- SECTION 6 At the time of execution of the Agreement, Local No. 3767 shall advise the Human Resource Department in writing of the exact amount of the regular bi-monthly Local No. 3767 dues utilizing a dollar or percentage figure. If subsequently, Local No. 3767 requests the Human Resource Department City to deduct additional monthly Union dues, such

request shall be effective only upon written assurance by the Local No. 3767 to the Human Resource Department that additional amounts are regular by-monthly Local No. 3767 dues approved in accordance with Local No. 3767 constitution and by-laws and upon receipt of a new written employee authorization form for this new amount. Such form shall be in accordance with the terms of Appendix "A" and such form shall be treated for all purposes in like manner as the initial authorization form.

SECTION 7 The City shall not be liable for remittance of payment of any sum other than those constituting actual deductions made. If for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from employees next pay period in which Local No. 3767 dues are normally deducted after written notification to the Human Resources Department of the City of the error. If the City makes an overpayment to Local No. 3767, it will deduct that amount from the next remittance to Local No. 3767. Local No. 3767 agrees to indemnify and hold the City harmless against any and all claims, suites, 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 The UNION shall also maintain a second voluntary payroll deduction spot on an employee's pay stub. The UNION shall notify the Human Resource Department in writing of the nature of such deduction. Such notification must include a certification that an election of the membership was held and that 51% of said membership in attendance were in favor of the deduction proposal, or that the UNION constitution and by-laws regarding such deduction has been followed.

Upon such notification, the CITY will promptly begin this deduction amount. If the CITY is unable to promptly begin such deduction, the CITY shall notify the UNION of such fact, the business reasons why the CITY is not able to comply, and an estimate of when the CITY can comply.

ARTICLE 35

PAY SCALE

- SECTION 1 Effective for the contract period of January 20, 2023 through January 19, 2024, the job classifications of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a six percent (6%) increase to base wages, as indicated in the Pay Scale attached hereto as Appendix "B".
- SECTION 2 Effective for the contract period of January 20, 2024 through January 19, 2025, the job classifications of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a four percent (4%) increase to base wages, as indicated in Appendix "B".
- SECTION 3 Effective for the contract period of January 20, 2025 through January 19, 2026, the job classification of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a three percent (3%) increase to base wages, as indicated in Appendix "B".
- SECTION 4 Effective for the contract period of January 20, 2026 through January 19, 2027, the job classification of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a three percent (3%) increase to base wages, as indicated in Appendix "B".

ARTICLE 36

SAFETY COMMITTEE

- SECTION 1 In compliance with state and federal law a safety committee has been established by the City. The committee shall consist of Union employee volunteers who are compensated for time spent doing committee work. If there are no volunteers, the Union shall select employees to serve on the committee. The committee will investigate any complaints by employees relative to their health and safety, without fear of discipline or reprisal.
- SECTION 2 The Safety Committee shall meet with the Fire Chief on an as needed basis and make recommendations for improvements of general health and safety of the employees. The City hereby agrees that it will provide efficient and safe equipment and materials to protect the health and safety of the employees. Written minutes of all meetings shall be kept for three (3) years, and forwarded to the Fire Chief, the Human Resources Department, and the IAFF Local President.
- SECTION 3 Complaints by an employee shall be filed with the committee in writing. The committee will make a recommendation, within ten (10) calendar days relative to a remedy of the complaint and any remedial action shall be forwarded to the Fire Chief and Human Resources Department. A copy of the employee complaint, the Safety Committee's recommendation, and the remedial action taken by the Fire Chief shall be forwarded to the Human Resources Department, and the IAFF Local President.

ARTICLE 37

RETIREMENT

- SECTION 1 In accordance with Nebraska State Statutes §§ 16-1020 through 16-1038 regarding Retirement for Firefighters of cities of the first class, the City shall contribute a sum equal to thirteen percent (13.00%) of each such participating employee's periodic salary. Each employee participating in the retirement system shall contribute to the retirement system a sum equal to six and one-half percent (6.50%) of their salary.
- SECTION 2 Employees shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. If the employee elects to participate, the CITY shall match such contributions up to a sum equal to two (2.00%) of the employee's rate of pay.
- SECTION 3 If at any time, said laws should be revised, amended, or changed; CITY and UNION shall sit down and amend this article to follow all applicable State and Federal Laws.

ARTICLE 38

POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT (HRA) PLAN

SECTION 1 City agrees to participate in a post-employment health retirement account plan in accordance with the terms and conditions of the plan's participation agreement. The parties hereto designate a vendor mutually agreed upon to act as plan administrator for the plan, or its successors appointed in accordance with the Plan and Trust documents. CITY agrees to contribute to the plan on behalf of the employees covered by this agreement.

SECTION 2 City shall contribute for each eligible employee the amount of thirty dollars (\$30) per month. Such employer contribution shall be deposited into the eligible employee's post-employment health retirement account pursuant to the terms and conditions of the plan.

On the first (1st) of each October through the term of this agreement, for an employee who has accrued a minimum of one hundred thirty-two (132) hours of sick leave, the City will convert forty-eight (48) hours of the employee's sick leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement account. If an employee does not have the minimum amount of sick leave accrued by October 1 of each year, then no contribution will be made.

On the first (1st) of each October through the term of this agreement, for an employee who has accrued a minimum of twenty-four (24) hours of personal leave, the City will convert twenty-four (24) hours of the employee's personal leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement account. If an employee does not have the minimum amount of personal leave accrued by October 1 of each year, then no contribution will be made.

The City will deposit one-percent (1%) of an employee's longevity payment to the employee's post-employment health retirement account for those employees who receive a longevity payment. The payment to the employee's post-employment health retirement account will be made with the next regular post-employment health retirement account plan file submission following the date the longevity payment was earned by the employee. If an employee does not receive a longevity payment, then no contribution will be made.

On the first (1st) of each October through the term of this agreement, for an employee who has accrued a minimum of seventy-two (72) hours of compensatory leave, the City will convert twenty-four (24) hours of the employee's compensatory leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement account. If an employee does not have the minimum amount of compensatory leave accrued by October 1 of each year, then no contribution will be made.

ARTICLE 39

ELECTIVE RETIREE HEALTH INSURANCE BENEFIT

SECTION 1 ELIGIBILITY TO PARTICIPATE. Employees which meet the years of employment and age requirements below are defined as retirees and are eligible to participate in the CITY's health insurance plan upon retirement:

- Twenty-five (25) years of cumulative employment and a minimum age of fifty-seven (57) years old, or
- Twenty (20) years of cumulative employment and a minimum age of sixty (60) years old.

SECTION 2 CONTRIBUTION TO RETIREE HEALTH INSURANCE. Retirees electing to participate in the City's health insurance plan shall be required to pay one-hundred percent (100%) of the costs for such premium. Retiree shall pay monthly health insurance premiums by the fifteenth (15th) day of the prior month. Failure of a retiree to make monthly premium payments in a timely manner may result in the loss of the retiree's health coverage. For example, if the premium payment is due on January 1st, the payment from the retiree must be received by the City no later than December 15th.

SECTION 3 ELIGIBILITY TO REMAIN ON RETIREE HEALTH INSURANCE PLAN: Retirees are eligible to remain on the City's health insurance plan until the end of the month of their sixty-fifth (65th) birthday or until eligible for Medicare health benefits, whichever occurs first.

ARTICLE 40

WELLNESS COMMITTEE

SECTION 1 The Parties agree to establish and maintain a Wellness Committee with two (2) Union representatives selected by the Union President who shall meet with the Fire Chief, or the Fire Chief's designee, to discuss and make recommendations to improve general wellness, health, and fitness of the Fire Department.

SECTION 2 The City shall equally match funds raised by the Union to go towards the purchase of fitness equipment for any of the fire stations. The Parties agree that the maximum amount of funds matched shall not exceed five thousand dollars (\$5,000) total per year for each party. The funds contributed shall be divided between the fire stations. Both Parties agree that upon purchase, the equipment purchased using City funds shall become the property of the City. The City agrees to maintain the equipment at the City's expense. The Wellness Committee is responsible for making recommendations to the Fire Chief, or the Fire Chief's designee, when pieces of equipment need repair or replacement, including recommendations regarding equipment that should be disposed of. The Fire Chief, or the Fire Chief's designee, has the final decision on if pieces of equipment are to be repaired, replaced, or disposed of. Disposal of any equipment will be in accordance with all State and local laws, ordinances, and regulations.

ARTICLE 41

DRUG AND ALCOHOL-FREE WORKPLACE

The City of Papillion is committed to providing a safe, efficient, and productive work environment for all employees. This policy recognizes that an employee under the influence of alcohol and other drugs can be very disruptive to the workplace, adversely affect the quality of work and performance of such employee and their co-workers, pose serious health risks to such employee and others, and have a negative impact on productivity and morale.

The City has established a drug-free workplace policy that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. The policy includes, but is not limited to full-time employees, part-time employees, temporary/seasonal employees, volunteers, and interns.

Each employee, as a condition of employment, will be required to participate in pre-employment, post-accident and reasonable suspicion testing upon selection or request by the City Administrator, the Fire Chief or the Fire Chief's designee, or the Human Resources Department.

Employees, who use, possess, sell, trade, and/or offer for sale illegal drugs or intoxicants while on City premises or in the course of conducting City business are in violation of this policy. Substances that will be tested for include, but are not limited to: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, and Phencyclidine (PCP). Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Off-duty use of illegal substances can also influence an individual's performance. Therefore, an employee's use of illegal substances while away from work, or their involvement in the illegal manufacture, distribution, or possession, thereof may result in the employee being subject to testing procedures and/or disciplinary action up to and including termination.

Employees are prohibited from using alcohol on City premises and from reporting for duty or being on the job while under the influence of alcohol. Any employee impaired as a result of the unauthorized use of alcohol or found to be consuming alcohol while on duty, shall be subject to discipline, up to and including termination. Testing for the presence of alcohol will be conducted by analysis of breath.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of their job duties. If the use of a medication could compromise the safety of the employee,

fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g. use of sick or other leave, notify supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Any employee knowingly under the influence of illegal or unauthorized prescription drugs is subject to testing procedures and/or disciplinary action, up to and including termination.

Any employee will be subject to the same consequences of a positive test if they refuse the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Any employee who is arrested of a criminal drug violation and/or pleads guilty or is convicted of driving under the influence of alcohol or drugs must provide written notice to their supervisor and the Human Resources Department within twenty-four (24) hours of such arrest, plea or conviction.

All information received by the City through the drug-free workplace policy is confidential communication. Access to this information is limited to those City Administrators and supervisors who have a legitimate need to know, unless otherwise authorized by court order or the employee's consent.

Communication of our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug and alcohol-free workplace, employees will be asked to sign an acknowledgment form indicating they have received a copy of the Personnel Manual.

The City may periodically conduct employee education about the dangers of alcohol and drug use and the availability of help through the City's Employee Assistance Program (EAP). The EAP provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance prior to reaching a point where their judgment, performance, or behavior leads to imminent disciplinary action. The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem and successfully completes the treatment program in accordance with the treatment program guidelines; provided, however, voluntary participation in such treatment, counseling or other support after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment. An employee is subject to post-accident, return-to-duty drug testing and reasonable suspicion testing in compliance with state and federal laws.

Questions concerning this policy or its administration should be directed to the Human Resources Department.

ARTICLE 42

POLITICAL ACTIVITY

Employees are prohibited from participating in political activities during working hours or when otherwise engaged in the performance of their official duties. No employee shall engage in any political activity while wearing a uniform required by the City. Employees shall not be compelled by either Party hereto to contribute to any political organization or candidate.

ARTICLE 43

SEVERABILITY

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Should any Article, Section or portion thereof in this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the court decision. Upon the issuance of such a court decision, the parties agree to immediately open negotiations to seek substitution language for the invalid Article, Section or portion thereof. All other provisions of this Agreement, not specifically declared unlawful or unenforceable in any court decision, shall remain in full force and effect for the duration of this Agreement.

ARTICLE 44

DURATION OF AGREEMENT

This agreement between the IAFF Local No. 3767, the Professional Firefighters Association of Papillion and the City of Papillion shall be and shall remain in full force and effect from January 20, 2023 to expire on January 19, 2027 or until replaced by a succeeding agreement or as otherwise required by a final decision of the Commission of Industrial Relations or another court of competent jurisdiction. The IAFF and the City of Papillion agree to exchange written proposals for the next contractual period on or prior to September 1, 2026, or such other date thereafter as may otherwise be agreed to in writing between the IAFF President, or the IAFF President's designee, on behalf of the IAFF, and the City Administrator, or the City Administrator's designee, on behalf of the City.

Neither party shall attempt to renegotiate any terms of this agreement unless both parties agree in writing and mutually agree to reopen negotiations prior to the effective expiration date of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this ____ day of _____, 2023.

Professional Firefighters
Association of Papillion, Local No. 3767,
affiliated with International
Association of Firefighters,

CITY OF PAPIILLION

By: _____
Anthony Strawn, President

By: _____
David P. Black, Mayor

By: _____
Joseph LaPuzza, Secretary

By: _____
Nicole Brown, City Clerk

APPENDIX A

Dues Check-Off Form

Date: _____

I _____ (name) hereby authorize the City of Papillion to deduct \$_____ from my wages bi-monthly effective _____. This deduction is for the purpose of paying dues to Local No. 3767. I understand the City of Papillion will remit the amount withheld to Local No. 3767 in accordance with Article 35 of the agreement with the City of Papillion and the Professional Firefighters Association of Papillion, Local No. 3767.

Signature

APPENDIX B

PAY SCALE

Firefighter	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2023 (6%)	\$57,730.42	\$66,877.37	\$67,827.98	\$68,779.91	\$72,587.68	\$75,443.49	\$78,297.96	\$82,390.36
2024 (4%)	\$60,039.64	\$69,552.47	\$70,541.10	\$71,531.11	\$75,491.18	\$78,461.23	\$81,429.88	\$85,685.97
2025 (3%)	\$61,840.83	\$71,639.04	\$72,657.33	\$73,677.04	\$77,755.92	\$80,815.06	\$83,872.77	\$88,256.55
2026 (3%)	\$63,696.05	\$73,788.21	\$74,837.05	\$75,887.35	\$80,088.60	\$83,239.51	\$86,388.96	\$90,904.24
Fire Apparatus Engineer (FAE)			Start	Start	Start	Start	Start	Start
			Step 2 FF	Step 3 FF	Step 4 FF	Step 5 FF	Step 6 FF	Step 7 FF
2023 (6%)			\$69,851.75	\$70,803.68	\$74,611.44	\$77,467.26	\$80,321.72	\$84,414.12
2024 (4%)			\$72,645.82	\$73,635.82	\$77,595.90	\$80,565.95	\$83,534.59	\$87,790.68
2025 (3%)			\$74,825.20	\$75,844.90	\$79,923.77	\$82,982.93	\$86,040.63	\$90,424.40
2026 (3%)			\$77,069.95	\$78,120.24	\$82,321.49	\$85,472.42	\$88,621.85	\$93,137.13
Fire Inspector				Start	Start	Start	Start	Start
				Step 3 FF	Step 4 FF	Step 5 FF	Step 6 FF	Step 7 FF
2023 (6%)				\$77,175.32	\$79,660.38	\$82,225.44	\$84,873.10	\$87,606.01
2024 (4%)				\$80,262.34	\$82,846.79	\$85,514.46	\$88,268.02	\$91,110.25
2025 (3%)				\$82,670.21	\$85,332.20	\$88,079.89	\$90,916.06	\$93,843.56
2026 (3%)				\$85,150.31	\$87,892.16	\$90,722.29	\$93,643.54	\$96,658.87
Captain	Start	Step 1	Step 2	Step 3	Step 4	Step 5		
2023 (6%)	\$87,680.40	\$88,537.00	\$89,695.29	\$90,853.59	\$92,011.87	\$93,170.16		
2024 (4%)	\$91,187.62	\$92,078.48	\$93,283.10	\$94,487.73	\$95,692.34	\$96,896.97		
2025 (3%)	\$93,923.25	\$94,840.83	\$96,081.60	\$97,322.36	\$98,563.11	\$99,803.88		
2026 (3%)	\$96,740.94	\$97,686.06	\$98,964.04	\$100,242.03	\$101,520.01	\$102,797.99		
Battalion Chief	Start	Step 1	Step 2	Step 3	Step 4	Step 5		
2023 (6%)	\$95,070.35	\$97,449.52	\$98,607.80	\$99,766.10	\$100,924.39	\$102,082.67		
2024 (4%)	\$98,873.16	\$101,347.50	\$102,552.12	\$103,756.74	\$104,961.37	\$106,165.98		
2025 (3%)	\$101,839.36	\$104,387.93	\$105,628.68	\$106,869.44	\$108,110.21	\$109,350.96		
2026 (3%)	\$104,894.54	\$107,519.56	\$108,797.54	\$110,075.53	\$111,353.51	\$112,631.49		

AGREEMENT

BETWEEN

AND

PROFESSIONAL FIREFIGHTERS ASSOCIATION OF PAPILLION,
LOCAL NO. 3767

AFFILIATED WITH

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

AFL-CIO-CLC

January 20, 20~~23~~¹⁹ through January 19, 20~~27~~²³

PREAMBLE

This Agreement is entered into by and between the CITY of Papillion (hereinafter referred to as the "City" or "CITY") and IAFF Local No. 3767, the Professional Firefighters Association of Papillion, affiliated with International Association of Firefighters, AFL-CIO-CLC (hereinafter referred to as the "Union" or "UNION")(individually, "Party" and collectively, the "Parties").

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

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ATTACHMENTS

Appendix "A"
Appendix "B"

Dues Check-Off Form
Pay Scale

DEFINITIONS

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

1. **Absence**- Within the context of Article 24, Working out of Class, filling an absence is the filling of a position for which there is an incumbent and that incumbent is not in that position for any variety of reasons, including but not limited to: vacation, illness, military leave, personal leave day, etc. For the purpose of filling absences in Fire Apparatus Engineer, Captain and Battalion Chief positions, there shall be two categories: long-term and short-term. A long-term absence is when the absence will be greater than ten (10) consecutive duty shifts in duration. A short-term absence is ten (10) consecutive duty shifts or less in duration.
2. **Anniversary Date**- The date in which an employee begins full-time employment with the CITY, or is promoted or demoted thereafter. The anniversary date is applicable in the provision of performance evaluations, and step increases. Longevity pay and carryover hours will be based on the initial fulltime employment date.
3. **Appointing Authority**- City Administrator of Papillion.
4. **Appointment**- Designation of a qualified individual to a position in the municipal service.
5. **Base Pay Rate**- The authorized rate of pay for the hourly service based upon the Pay Scale Exhibit.
6. **City**- The City of Papillion, Nebraska.
7. **Civil Service Commission**- Shall mean the Civil Service Commission as defined and authorized by the Statutes of the State of Nebraska.
- 7.8. **Classification**- Within the rank of Firefighter, there are three distinct groups – Firefighter, Fire Apparatus Engineer, and Fire Inspector. Those employees in the Fire Apparatus Engineer and Fire Inspector groups are Firefighters by rank but are classified separately for shift bid and pay scale purposes.
- 8.9. **Department**- The Fire Department of the City of Papillion, Nebraska.
- 9.10. **Department Head**- The duly appointed Fire Chief of the Papillion Fire Department.

- 10.11. Detached Duty-** The term used when personnel are released from their normal duties in order to participate in other functions such as training, testing, meetings, or other tasks as assigned.
- 11.12. Duty Assignment-** Within the context of Shift Bids, it is the duty shift, station, and apparatus seat that an employee bids or is assigned.
- 12.13. Emergency-** Sudden or unexpected happening, demanding immediate action.
- 13.14. Employee-** Full time Battalion Chiefs, Captains, Fire Inspectors, Fire Apparatus Engineers, and Firefighters employed by the City and represented by the Professional Firefighters Association of Papillion, Local 3767, in positions which require certifications as determined by the City of Papillion Civil Service Commission and who are full time career and paid regularly by the City.
- 14.15. Extended Family-** Interpretation shall be limited exclusively to the employee's brother(s)-in-law, sister(s)-in-law, daughter(s)-in-law, son(s)-in-law, spouse's grandparent(s), spouse's grandchildren, step-mother-in-law, step-father-in-law, step-grandmother, step-grandfather, step-grandchildren, and the employee's and spouse's aunt(s), uncle(s), niece(s), nephew(s), and first cousin(s).
- 15.16. Grievance-** Any dispute arising as to the meaning, application or observance of any of the provisions of this Agreement.
- 16.17. Immediate Family-** Interpretation shall be limited exclusively to the employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, brother(s), sister(s), stepsister(s), stepbrother(s), mother-in-law, father-in-law, grandparent(s), grandchildren, and any other person permanently residing in the immediate household.
- 17.18. Introductory Period-** A six (6) month evaluation period during which time a newly hired employee shall demonstrate an ability to perform the duties of the position assigned, the failure of which shall result in disqualification.
- 18.19. Job Descriptions-** Written statement of the characteristic duties, responsibilities and qualification requirements of a given regular position in the City employment framework.
- 19.20. Layoff-** The separation of an employee from duty because of the abolishment of a position.
- 20.21. Leave-** An authorized absence from regularly scheduled duty which was approved by proper authority as provided herein.
- 21.22. Paycheck-** A direct deposit to an employee's designated bank account on a bi-weekly basis. Deposits are made on the Friday following the last day of the

corresponding work period, unless a banking holiday is observed on such Friday, in which case deposits will be made on the corresponding Thursday immediately preceding such banking holiday Friday.

22-23. Personnel Manual- The ~~2013~~current version of the Personnel Manual of the City of Papillion, and any changes made thereto; provided, however, that any changes proposed by the City shall be submitted in writing to the IAFF thirty (30) calendar days prior to the changes becoming effective. In the event the IAFF files a written objection with the City Administrator to any proposed change(s) within the thirty (30) calendar day period, such change(s) will not take effect for employees covered by this Agreement, and the exclusion of those change(s) will be incorporated into the Personnel Manual or included as an appendix to the Personnel Manual-inclusive of all amendments made through the effective date of this Agreement.

23-24. Promotional Probationary Period- An employee who has been promoted will have a six (6) month probationary period.

24-25. Resignation- Voluntary separation of an employee from the service of the City.

25-26. Seniority- Continuous length of service as a Firefighter as of the original date of hire with the department, without a break or interruption in service. For the purpose of seniority, a break or interruption of service is defined as more than 12 weeks without pay. Military Leave will not be considered a break or interruption of service.

26-27. Seniority in Rank- The length of time an employee has held a rank, regardless of their overall job seniority.

27-28. Separation- Termination of employment by reason of disqualification or expiration of temporary assignment, layoff, resignation, retirement, dismissal or death or failure to successfully complete the introductory period.

28-29. Suspension- A form of discipline which consists of the relieving of an employee from duty with or without pay for a specific period of time dependent upon the seriousness of the action which brought the suspension.

29-30. Transfer- Moving an employee from one position to another position within the same rank or another rank having the same salary range, similar duties and requiring essentially the same basic qualifications.

30-31. Temporary Appointment- The filling of a vacant position (See "Vacancy" below) for which there is no eligibility list.

31-32. Union- Professional Firefighters Association of Papillion, IAFF Local 3767.

32.33. Unpaid Leave- Any absence from the work schedule in which less than 100% of the absence is covered through paid leave and during which time benefits are suspended, unless otherwise required to remain by law.

33.34. Vacancy- A duly authorized position with no incumbent for which funds have been budgeted and which the department head considers essential to fulfill City needs and standards.

34.35. Work Period- For employees working twenty-four (24) hour duty shifts, the work period is a twenty-eight (28) day period of time. For employees working a Sunday through Saturday schedule, the work period is forty (40) hours per week, working eight (8) hours per day (Monday through Friday).

CONSTRUCTION

1. **Tense** - Words used in the present include future tense.
2. **Number** - Words used in the singular include the plural; and words used in the plural include the singular.
3. **Shall and May** - The word "may" is permissive; the word "shall" is mandatory.
4. **Gender** - This article is intended to make no inference to either the male or female gender in any specific terms; therefore, the masculine shall include the feminine and the neuter.

ARTICLE 1

UNION RECOGNITION

SECTION 1 The CITY recognizes the Professional Firefighter's Association of Papillion, Local 3767, as the sole and exclusive bargaining representative of all full-time Firefighters, Fire Inspections, Fire Apparatus Engineers, Captains and Battalion Chiefs. If during the period of this Agreement any new position is included in the bargaining unit as determined by the CITY, the CITY shall meet with the UNION and negotiate the appropriate salary range. The rank above the position of Fire Battalion Chief shall not be included in the UNION.

SECTION 2 The Parties agree that any subject matter, which is not specifically referenced in this Agreement but is covered in the Personnel Manual or state or federal law, shall be governed by the Personnel Manual, ~~as set forth as of the effective date of this Agreement~~, state and/or federal law.

ARTICLE 2

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of CITY as granted to it under the Laws of The State of Nebraska and ordinances lawfully adopted by the CITY. These rights, powers, and authority include, but are not limited to the following:

1. The rights to determine, effect, and implement the objectives and goals of the CITY.
2. The rights to manage and supervise all operations and functions of the CITY.
3. The rights to establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours.
4. The rights to establish, modify, change and discontinue work standards.
5. The rights to hire, examine, evaluate, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause with the exception of newly hired employees within their introductory periods, and to relieve employees from duties due to lack of work or funds.
6. The rights to increase, reduce, change and discontinue work standards.
7. The rights to determine, establish, set and implement policies for the selection, training, and promotion of employees.
8. The rights to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations and procedures and policies for the safety, health, and protection of CITY property and personnel.
9. The rights to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provision of the Agreement.
10. The rights to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
11. The rights to determine the size and character of inventories and their disposal.

12. The rights to determine and enforce employee's quality and quantity standards.
13. The rights to contract, subcontract, merge, sell, or discontinue any function or operation of the CITY.
14. The right to engage consultants for any function or operation of CITY.
15. The rights to sell, transfer, lease, rent or otherwise dispose of CITY equipment, inventories, tools, machinery, or any other type of property or service.
16. The rights to establish, adopt, modify, change and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
17. The rights to control and the use of property, machinery, inventories, and equipment owned, leased or borrowed by CITY.
18. The rights to determine which products are to be processed, manufactured, or sold, and which services are to be rendered, supplied, or discontinued.
19. The rights to establish, implement, change, modify, adjust, and discontinue any process, technique, method, means of manufacture or distribution, and the type of machinery or equipment to be used or operated by CITY or any contractor or subcontractor.
20. The rights to establish location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations, and the closing and discontinuance of the same.
21. The rights to classify jobs and to allocate individual employees to appropriate ranks based upon duty assignments.

ARTICLE 3

BULLETIN BOARDS

- SECTION 1 CITY shall permit the UNION to use one bulletin board, designated by the Fire Chief, at each station for posting notices of UNION meetings and elections, results of such meetings and elections, and reports of UNION committees.
- SECTION 2 Posted notices shall not contain anything political or anything reflecting adversely upon CITY or any of its employees. Any UNION - authorized violation of this Article shall entitle the CITY to cancel immediately the provisions of this Article and prohibit the UNION from further use of the bulletin boards.
- SECTION 3 Posted notices shall be on UNION stationery.

ARTICLE 4

PROHIBITION OF STRIKES

The UNION shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any CITY function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any other type of concerted work stoppage. The UNION shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the UNION may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The UNION shall not be in breach of contract where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the UNION.

Upon written notification from the CITY to the UNION that certain members are engaged in a wildcat strike, the UNION shall immediately in writing order such members to return to work at once, and provide CITY with a copy of such an order, and a responsible official of the UNION shall publicly order them to return to work. Such characterization of the strike by CITY shall not establish the nature of the strike. Such notification by the UNION shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of CITY. In the event that a wildcat strike occurs, the UNION agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

The CITY agrees that it shall not lock out any employees because of a labor dispute.

ARTICLE 5

DISCIPLINE AND DISCHARGE

- SECTION 1 No employee in the civil service who shall have been permanently appointed or inducted into the civil service under the Civil Service Act, shall be removed, suspended, demoted or discharged except for cause, and then only upon the written accusations of the Fire Chief, appointing authority, or any citizen or taxpayer.
- SECTION 2 The procedure(s) for discipline and/or discharge shall be in accordance with the Civil Service Rules and Regulations.
- SECTION 3 The CITY shall provide a copy of the Civil Service Rules and Regulations and any amendments made thereafter to the UNION as well as have a copy of the regulations available at each fire station.
- SECTION 4 EMPLOYEE'S BILL OF RIGHTS:
1. The employee shall receive reasonable advanced written notice regarding the circumstances upon which a proposed discipline may be based upon. Should a proposed discipline be based upon a citizen's complaint, the complaint must be in writing, and the employee shall be entitled to receive a copy of the citizen's complaint prior to any questioning related to a pending investigation.
 2. The employee shall have the right to have any interrogations conducted at a reasonable hour, preferably at a time when the employee is on-duty.
 3. The employee shall have the right to be compensated for actual time spent in interrogation unless the employee is on their his/her regular duty shift and shall be informed of the name and rank of any persons conducting an interrogation.
 4. The employee shall have the right to the presence of UNION representative and/or UNION attorney during an interrogation, and such representatives shall have a reasonable right to privately counsel the employee without unduly disrupting the interrogation. At the conclusion of the interview, the representative(s) may ask the employee questions and/or may make a statement for the record.
 5. Only one person may be allowed to conduct an interrogation and direct questions to the employee at any given time.

6. An interrogation session shall be limited to a total of two (2) hours unless the employee agrees to further interrogation. Further, the employee shall be allowed a fifteen (15) minute break after each forty-five (45) minutes of interrogation. The employee shall also have the right during the interrogation to be allowed to attend to their his/her own physical necessities.
7. The employee shall not be subjected to any offensive language, nor shall the employee he/she be threatened with dismissal, transfer, or other disciplinary punishment as an attempt to obtain their his/her resignation, nor shall the employee he/she 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 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.
8. The employee shall not have the right to record in any manner the interrogation. If CITY records an interrogation, either a transcript or a duplicate recording of an interrogation shall be provided to the employee at the CITY'S expense if disciplinary action is taken against the employee. The employee, or the UNION, must request such transcript or duplicate recording be provided, and, in that event, CITY will provide the recording within ten (10) working days. If the UNION makes the request, the affected employee must agree.
9. The name of the employee involved in an interrogation shall be kept confidential and shall not be released to the news media by CITY without the employee's his/her expressed written consent, except as required by state and federal law.
10. The employee shall have the right to review, at a reasonable time and place with a reasonable advanced notice, on their his/her off-duty time, their his/her official Personnel file. The employee shall have the right to file a written response to any adverse comment in their file and have the response attached to such comment.
11. CITY shall not solicit complaints against any employee. Nothing shall, however, prohibit CITY from investigating third party complaints, which were submitted to the Fire Chief, or CITY Administrator, in writing.

12. The disposition of any investigation, including any action taken against the employee shall be duly noted on CITY letterhead, and the employee will be so notified.

ARTICLE 6

APPEAL PROCEDURE

SECTION 1 The procedure(s) for an appeal of a disciplinary/discharge action shall be in accordance with Civil Service Rules and Regulations.

SECTION 2 A copy of the Civil Service Regulations and any amendments thereafter shall be provided to the UNION and be available to access at the fire stations.

ARTICLE 7

GRIEVANCE PROCEDURE

- SECTION 1 A grievance is any dispute arising over the meaning, application or observance of any provision of this agreement. It is further agreed that any such grievances shall be settled in the manner described in this Article.
- SECTION 2 Employees shall present the dispute to their assigned Battalion Chief in order to informally resolve matters as quickly as possible. The UNION shall be authorized to present a common grievance to the CITY on behalf of a group of UNION members. In the event a satisfactory settlement is not reached informally, the following procedures shall be used to resolve any remaining grievance or grievances:
- Step 1. An employee having a complaint shall present it, in writing or by email, to the Fire Chief and the Human Resources Department within fourteen (14) calendar days of the incident giving rise to the grievance. The Fire Chief will answer promptly, in writing or by email, within fourteen (14) additional calendar days from the date on which the grievance was received.
- Step 2. If satisfactory settlement is not reached under Step 1, the employee may appeal the grievance to the CITY Administrator or their designated representative in writing within fourteen (14) calendar days after the Fire Chief's response. The employee may be represented by an Officer of the UNION and/or counsel. The City Administrator shall have fourteen (14) calendar days to respond in writing to the employee from the date on which the grievance was received.
- SECTION 3 Any grievance which the CITY may have against the UNION shall be in writing to the UNION president. Within fourteen (14) calendar days after the date of delivery of the grievance, the UNION and a CITY representative shall arrange a meeting to discuss the grievance. The UNION will provide the CITY with an answer to the grievance within fourteen (14) calendar days after the meeting.
- SECTION 4 All written grievances must include the following information with reasonable clearness: exact nature of the grievance, the acts that were or were not done, dates, the identity of the parties alleged to have caused the grievance, the specific provisions of this Agreement

that are alleged to have been violated, and the remedy sought. A written grievance shall not be amended.

SECTION 5 Failure by either party to present a grievance within the time specified above, and in the absence of any mutually agreed upon written waivers of the same, shall automatically be resolved in favor of the other party. The processing time for grievances may be extended by mutual agreement in writing by the parties.

SECTION 6 It is specifically acknowledged that any grieving party is not precluded from appealing a final decision rendered under this Article to any court of competent jurisdiction. The City agrees that in the event a claim is filed with the City Clerk in connection with an appeal under this article, the City will take action to deny or accept said claim pursuant to Neb. Rev. Stat. § 16-726 within six (6) months of the date of the filing of the claim with the City Clerk.

SECTION 7 Copies of the grievances and responses thereto shall be retained in the personnel file of the employee.

ARTICLE 8

SENIORITY

SECTION 1 The following positions shall be classified into three (3) ranks. Each rank will be listed by Seniority in Rank.

First Rank:	Firefighter
Classification:	Fire Apparatus Engineer
Classification:	Fire Inspector

Second Rank:	Captain
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Third Rank:	Battalion Chief
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Bidding for shifts shall be granted based on the employee's Seniority in rank and classification.

For the purposes of bidding for vacation leave, vacation leave shall be granted based on the Seniority of the employee, regardless of rank or classification.

SECTION 2 CITY shall forthwith provide a list of employees arranged in order of seniority by rank following Section 1 of this Article. The CITY and the UNION shall then meet and agree as to the respective seniority dates of the bargaining unit employees. The list shall then be made available for examination by employees for a period of thirty (30) calendar days, during which time the employee may object, to ~~their his/her~~ standing on the seniority list. After the thirty (30) calendar day period, the employee is foreclosed from objecting to ~~their his/her~~ standing on the seniority list. Both the CITY and the UNION are foreclosed, after they have met and agreed on the list, from filing any objections or grieving any portion of the seniority lists.

SECTION 3 Where two or more employees in the same rank listed in Section 1 above, are appointed on the same date, their seniority standing shall be determined in the order of their placement on the certified employee list from which their appointments were made.

SECTION 4 When shift transfers must be made within the Fire Department, the personnel with the least seniority will be used unless the Fire Chief has a valid reason for selecting someone else. Shift transfers shall not be used as a form of discipline unless the procedures set forth within Article 5 are followed.

The CITY shall furnish the UNION with an up to date seniority list by October 1st of each year.

ARTICLE 9

INTRODUCTORY AND PROMOTIONAL PROBATIONARY EMPLOYEES

- SECTION 1 Newly hired Candidates' introductory period shall consist of six (6) months of actual employment; any interruption of employment during the introductory period shall not be counted as part of the period. Approved leave not in excess of thirty (30) calendar days does not constitute as an interruption of employment within the meaning herein from and after the effective date of this Agreement. An employee rehired after termination of previous employment shall be hired as an introductory employee and such introductory period shall consist of the time period as directed by the CITY Civil Service Commission Rules and Regulations.
- SECTION 2 Promotional probationary period shall consist of six (6) months' time from the date of the promotion.
- SECTION 3 Any employee in the promotional probationary period that is demoted shall be entitled to appeal such removal pursuant to this Agreement.
- SECTION 4 An employee who is transferred to another position in the same or different rank prior to the completion of ~~their his/her~~ introductory period shall complete that service period in the latter position by adding ~~their his/her~~ service time in the former position to the time in the completed in the new position.
- SECTION 5 At any time during the introductory period the Fire Chief may remove an employee whose performance does not meet the required standards, provided that ~~the Fire Chief he/she~~ shall report the removal and reasons therefore in writing to the employee concerned. Any employee removed from a position during the six (6) months introductory period shall not be entitled to appeal such removal or have the same reviewed by any court of law, except as provided under the Civil Service Commission Rules and Regulations.
- SECTION 6 At any time during the introductory period when an employee is about to be laid off because of reduction in force, the Fire Chief, with the consent of the employee, may demote such employee, in lieu of lay-off if ~~the employee he/she~~ is otherwise eligible and work is available in a lower rank. The name of such employee shall be restored to the lists from which it was removed at time of appointment. The introductory period of an employee demoted in lieu of lay-off during that period shall include the period of introduction in the higher rank. No demotion of this kind shall be made if it will result in the separation of any other employees with greater length of service.

An employee serving ~~a promotional probationary period as a result of appointment from a promotional list~~, who is removed from the new position for reasons other than misconduct or delinquency and who was a regular employee in another position in the classified service immediately prior to ~~their his/her~~ promotional appointment, shall be reinstated in ~~their his/her~~ former position unless such position is unavailable and if it is unavailable such employee shall be allowed to return to an equal or lower ranked position that the employee is qualified for within the Fire Department's authorized strength at that time.

SECTION 7 At least seven (7) calendar days prior to the expiration of an employee's introductory period, the Fire Chief shall notify the employee in writing whether the services of the employee have been satisfactory and whether the employee will continue in ~~their his/her~~ position. The Fire Chief shall give a copy of this notice to the employee. Upon receipt by the Fire Chief of a favorable report, the appointment of the employee shall be covered by the Papillion Civil Service Commission Rules and Regulations at the expiration of the introductory period. In the absence of such a favorable report, the employee shall receive no further pay after the expiration of the introductory period.

SECTION 8 The CITY shall have the exclusive right to assign whatever duties and shift it deems advisable to any employee during ~~their his/her~~ first six (6) months of employment.

ARTICLE 10

REDUCTION IN FORCE POLICY

SECTION 1 In the event it becomes necessary for the CITY to reduce the number of employees affected by this Agreement, the parties agree the following will be followed with respect to considering a reduction in forces.

SECTION 2 Employees in the introductory period will be separated from employment prior to any other employees who have successfully completed the introductory period. An employee in the promotional probationary introductory period ~~due to a promotion~~ has the right to request to be considered for ~~their his/her~~ previous rank, or one of like status and pay, if available. An employee must notify the Appointing Authority, in writing, of ~~their his/her~~ desire to be considered for the lower rank within fourteen (14) calendar days of the receipt of the notice approved by Section 5 of this Article.

SECTION 3 An employee who has successfully completed the introductory period may be separated from the position using factors including, but not limited to:

- a. The multiple job skills recently or currently being performed by the employee;
- b. The knowledge, skills and abilities of the employee;
- c. The performance appraisals of the employee, including any recent, pending or recurring disciplinary actions involving the employee during the previous calendar year;
- d. The employment policies and staffing needs of the department, together with contracts, ordinances and related statutes;
- e. Required federal, state or local certifications or licenses; and
- f. Length of prior service to the City.

A recommendation from the Fire Chief shall be one of the factors considered.

SECTION ~~4~~5 An employee whose position has been eliminated by such a reduction may request that ~~they he/she~~ be considered for retention in the next lower rank. The request shall be in writing, within fourteen (14) calendar days of the notice of the determination to eliminate the employee's position. If such a request is made, the employee will be considered in the next lower rank level. In the event that this results in an employee in a lower rank being displaced, such displaced employee may request that they be considered for retention in the next lower rank or

classification. The evaluation of each rank shall be determined using the criteria shown in Section 3 of this Article.

SECTION 54

A reduction in force will be done by rank. The higher rank to be reduced in the force will be evaluated first. The Appointing Authority shall notify an employee, in writing, of the determination to eliminate the employee's position by rank. Such notice shall be delivered to the employee by personal service or by postage-paid, U.S. mail to the employee's payroll address.

ARTICLE 11

UNION ACTIVITIES

- SECTION 1 The UNION agrees that it will not solicit membership or collect UNION dues, fees, or assessments of any kind, or distribute literature or any other type of printed material on CITY time or on CITY property, without prior approval from Fire Chief.
- SECTION 2 It is also agreed that the solicitation of members and distribution of UNION literature of a non-controversial nature will be allowed during one presentation to be made by UNION representatives before each new Firefighter recruit class. Such presentation shall not exceed one (1) hour.
- SECTION 3 Union officials, not exceeding three (3), shall be granted leave from duty, without loss of pay, for all meetings between the CITY and UNION for the purpose of negotiating the terms of a collective bargaining agreement, so long as their absences do not result in a stoppage of work in the department.
- SECTION 4 Union officials, not exceeding three (3), shall be granted paid leave from duty for the purpose of attending UNION meetings, conventions, educational conferences or conducting UNION business when it has been determined by the Fire Chief that such absences will not hinder the effective operations of the department. Such leave shall be contingent upon a written request by the UNION official and approval by the Fire Chief, or ~~the Fire Chief's his/her~~ designee, not less than one (1) week in advance of the requested leave dates. Such paid leave shall not collectively exceed two-hundred and forty (240) hours for all union officials any one calendar year.
- SECTION 5 The CITY agrees that the UNION can conduct monthly meetings on CITY property and while certain employees are on-duty.

ARTICLE 12

NON-DISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate against employees on the basis of actual or perceived race, gender, color, creed, religious or political affiliations, alienage or national origin, ancestry, age, disability or handicap, marital status, veteran status, or any other characteristic protected by federal, state or local laws.

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, specifically including the right of employees to withdraw, revoke, or cancel UNION membership.

ARTICLE 13

EMPLOYEE DUTIES

SECTION 1

LIMITATIONS ON EMPLOYEES' DUTIES: No employee shall be assigned any duties other than ~~their his/her~~ recognized fire department duties, which duties include normal custodial and maintenance work at the assigned station. It is understood that said duties shall include the washing of walls, excluding apparatus bay walls. All Fire Department vehicles shall be washed by employees as needed. The following shall be explicitly excluded from the definition of normal custodial and maintenance work, as referenced herein: (1) the painting of walls, (2) any work normally performed by a trade union, and (3) any mechanical maintenance work on vehicles.

Any duty directives outside of recognized fire department duties will be mutually agreed upon by the Fire Chief and the Union President or ~~their his/her~~ designees.

ARTICLE 14

OUTSIDE EMPLOYMENT

SECTION 1 Employees may be entitled to engage in outside employment, including employment or service as an appointed Officer for any public body, not otherwise prohibited by the provisions of this Agreement. Such outside employment shall not be allowed if it creates a conflict of interest or a conflict with the employee's performance of ~~their his/her~~ duties with CITY. Employees shall not use any city-owned property (i.e. turnout gear, SCBA, tools, etc.) for any outside employment or other outside activities without first receiving prior written approval from the Fire Chief, or the Fire Chief's his/her designee, at the Fire Chief's, or his or her designee's, discretion. The provisions of this section shall be enforced by the Fire Chief, or the Fire Chief's his/her designated representative, whose decision shall be final.

ARTICLE 15

LEAVE PROVISIONS

SECTION 1

SICK LEAVE WITH PAY: Sick leave shall be earned by uniformed employees assigned to a twenty-four (24) hour shift at the rate of seventeen (17) hours monthly. Unused sick leave benefits shall be reviewed on an annual basis on the first (1st) day of October. Any employee covered by this Agreement with an accumulated total greater than fourteen hundred (1,400) hours of sick leave after the annual post-employment health insurance plan contribution has been made in accordance with Article 38: Post-Employment Health Retirement Account (HRA) Insurance–Plan of this Agreement, shall be paid the equivalent of one (1) hour of pay for every additional two (2) hours of accumulated leave above fourteen hundred (1,400) hours. This payment shall be included in the paycheck for the period which includes October 1st.

Employees may with the approval of the Fire Chief, utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, and for the illness or injury of the employees immediate family. Employees shall advise the on duty Battalion Chief immediately, or at least sixty (60) minutes prior to the start of shift, when it is necessary to be absent from work on account of sickness. Employees shall keep their Battalion Chief currently informed of their condition. Failure to fulfill these requirements may result in the denial of sick leave within the department. The Fire Chief may require either a certificate of a physician stating that such illness or injury prevented the employee from working or a medical examination by a physician designated by the Fire Chief or their his/her designated representative.

An employee terminated for cause or an employee who gives less than two (2) weeks advance notice, unless providing such notice to the City was impractical as determined by the City, shall not receive payment or reimbursement for unused accumulated sick leave. Upon separation, other than for reasons stated above, said employee will be eligible for reimbursement of sick leave at the rate of one (1) hour pay for every two (2) hours of accumulated sick leave (“reimbursable sick leave”). Such employee shall have the reimbursable sick leave benefits distributed as follows: 40% of reimbursable sick leave benefits converted to cash and deposited into the employee’s post-employment health insurance plan account and 60% of reimbursable sick leave benefits converted to cash and paid to the employee.

SECTION 2

VACATION LEAVE: Vacation leave shall be earned by employees assigned to a twenty-four (24) hour shift at the following rates:

Beginning with the date of hire and through the fifth (5th) year of continual full time service, an employee, shall be eligible to accrue ten (10) hours of vacation per month.

After completion of five (5) years of continual full time service, an employee is eligible to accrue twenty (20) hours of vacation per month.

After completion of ten (10) years of continuous service through their last year of service, an employee shall be eligible to accrue twenty four (24) hours of vacation per month.

The earned monthly accrual of vacation will be posted on the first day of each month immediately following such monthly accrual. A newly hired employee will receive a pro-rata accrual from their date of hire to the first of the following month and thereafter earn vacation pursuant to the above schedule.

In the event that available vacation is not used by the end of the benefit year, employees may carry unused vacation time forward to the next benefit year. If the total amount of unused vacation time reaches a maximum of two hundred eighty-eight (288) hours, at any time, further vacation accrual will temporarily stop until such time as the total accrued vacation amount falls below the maximum.

With the approval of the Fire Chief, any introductory employee may use vacation leave, but may only be granted the amount of hours that the employee has accumulated. Employees serving a promotional probationary period shall be entitled to take vacations in accordance with this section. The decision of the Fire Chief or their his/her designated representative in this regard is final and binding and not subject to the grievance procedure. Employees may be given the option to exchange twenty-four (24) hours of accrued and unused vacation time for the payment of twenty-four hours at their applicable base pay rate upon written request one (1) time each calendar year. Such request will be made by December 1 of each year and paid out on the last pay period of that year.

Employees who leave City service shall be compensated for unused vacation time, at the rate of one (1) hour compensation for every one (1) hour of accumulated vacation time that the employee has earned through the last day of work.

SECTION 3

BEREAVEMENT LEAVE: In the case of the death of an immediate family member, the employee shall be allowed two (2) duty shifts bereavement leave with regular pay and, if requested, up to two (2) duty shifts of sick leave.

In the case of the death of an extended family member, the employee shall be allowed one (1) duty shift bereavement leave with regular pay.

Under extenuating circumstances, the Fire Chief, or the Fire Chief's his/her designee, may authorize additional sick leave in such unique instances as are justified by the individual circumstances.

In all instances, the duty shift(s) taken off for bereavement leave must be the day of, the day preceding, or the day following the funeral or memorial service. The Fire Chief, or the Fire Chief's his or designee, may request written confirmation of the funeral or memorial service.

SECTION 4

MILITARY LEAVE OF ABSENCE WITH PAY: An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority on active training duty or duty with troops or at field exercise or for instruction, for not to exceed one hundred sixty-eight (168) hours in any one (1) calendar year. Such leave of absence shall be in addition to the regular vacation leave of such employees.

Absent a declared national or state emergency, an employee shall provide the Fire Chief, or the Fire Chief's designee, his designate advanced written or oral notice of any upcoming military training obligation.

SECTION 5

MILITARY LEAVE OF ABSENCE WITHOUT PAY: All employees who leave a position for the purpose of being inducted into, enlisting in, determining their his/her physical fitness to enter, or performing training duty in the armed forces of the United States or the National Guard, shall when ordered by proper authority to active service, be entitled to a leave of absence from such City employment for the period of such service without loss of pay during the first one hundred sixty-eight (168) hours of such leave of absence; provided, such pay for the first one hundred sixty-eight (168) hours shall not be construed as being in addition to the pay provided for in Section 4 above.

Employees affected by this agreement who vacate a full-time position to undergo voluntary or involuntary training with the Armed Forces of the United States shall be entitled to a leave of absence from such employment for the period of such training or service, not to exceed five (5) years; however, this period may be extended an additional period covering the time the employee was unable to obtain orders of release from active duty and additionally, any period of time the employee was hospitalized as a result of active duty. Additionally, the following applies to employees returning from military leave; after a service of thirty (30) days or less, employees shall be granted a minimum of eight (8) hours off prior to returning to work. For services of 31 to 180 days, employees must return to work within fourteen (14) days. After more than 180 days, employees must report to work no later than 90 days after return from service.

The proper authority may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than dishonorable, ~~they he/she~~ shall be entitled to return to ~~their his/her~~ former position or a position of like seniority, status, and then prevailing pay after ~~they are he/she is~~ discharged from active duty. Such person shall not be discharged from ~~their his/her~~ former or new position without justifiable cause within one (1) year after reinstatement.

- SECTION 6 Military leave shall not count towards minimum staffing.
- SECTION 7 OTHER LEAVES OF ABSENCE WITHOUT PAY: In addition to all other forms of leave, all employees to include introductory, may be allowed to be absent from duty without pay for a period not to exceed twelve (12) months on the basis of applications for leave approved by the Fire Chief and Appointing Authority. All applicable forms of leave shall be exhausted prior to unpaid leave authorization.
- SECTION 8 AUTHORIZATION FOR LEAVE: No payment for any leave of absence shall be made until leave has been properly approved.
- SECTION 9 PERSONAL LEAVE DAYS: Each eligible employee shall be granted two (2) personal leave days for each calendar year, which shall be credited to eligible employees on the first pay date in January. Upon hire, employees shall receive two (2) personal leave days if they commence employment prior to June 30, all other employees who commence employment between July 1 and September 30 shall receive one (1) personal leave day. These personal leave days must be utilized within the calendar year in which they were granted. Unused personal leave days are forfeited after December 31 and shall not be carried over to following calendar years. Unused personal leave days or hours shall not be paid at termination or separation of employment.

The procedure for granting the personal leave days provided herein is subject to the following conditions:

The granting of personal leave days shall be based on approval of the Fire Chief, or the Fire Chief's his/her designee.

SECTION 10 JURY DUTY: When an employee is summoned for jury duty by a court of competent jurisdiction and their his/her attendance in court is required during their his/her regularly scheduled duty shift with CITY, the employee he/she shall receive their his/her regular pay from CITY during such service provided the employee he/she turns their his/her jury pay over to CITY for those days they are he/she is normally scheduled to work and for which remuneration is claimed. The employee shall also be required to furnish proof of said service from the court.

Employees must show the jury duty summons to their supervisor within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if they are he/she is released from jury service earlier than expected. Employees are expected to return to work whenever the court schedule permits upon the beginning of their next regularly scheduled duty shift.

SECTION 11 Any employee assigned to a forty (40)-hour weekly schedule will receive accrued leave and holiday benefits as stated in the Personnel Manual, unless the employee is on light-duty. Employees on light-duty shall receive benefits as stated in Article 30: Temporary Light-Duty, Section 2.

SECTION 12 All employees are encouraged to attend the funeral(s) of all City of Papillion Firefighters and Police Officers who die in the line of duty. Personnel attending the funeral should wear their Class "A" Uniform. If such a line of duty death occurs, CITY agrees to call upon another fire department and have such fire department cover territory during the funeral service.

SECTION 13 In order to maintain proper staffing levels, a maximum of two (2) employees shall be allowed to utilize vacation leave and/or personal leave per each duty shift. The Fire Chief, or the Fire Chief's his/her designee, shall not designate certain days out of the year that vacation leave and personal leave cannot be requested or used.

SECTION 14 Effective October 1, 2023, a maximum of three (3) employees shall be allowed to utilize vacation leave and/or personal leave time per each duty shift. Effective October 1, 2025, a maximum of four (4) employees

shall be allowed to utilize vacation leave and/or personal leave time per each duty shift. The Fire Chief, or the Fire Chief's designee, shall not designate certain days out of the year that Scheduled Vacation Leave cannot be requested or used.

ARTICLE 16

WORK PERIOD, HOURS OF WORK, AND FLSA PREMIUM PAY

SECTION 1 The normal work period shall consist of a twenty-eight (28) day work cycle with employees assigned to a twenty-four (24) hour duty shift which shall commence at 7:00 a.m., the exact dates of this duty shift are set forth in the "Firefighter's Suppression Work Schedule" which is maintained by CITY and shall be provided to employees six (6) months in advance.

SECTION 2 Work performed by those employees covered under Section 1 hereof, in excess of 212 hours in ~~any consecutive each~~ work period FLSA cycle, twenty-eight (28)-day work period FLSA cycle, shall be compensated at the rate of one and one-half (1½) times the actual number of hours worked in excess of their normal duty shift. FLSA premium pay (one-half (½) times the calculated regular hourly rate) worked in excess of two-hundred twelve (212) hours in a particular pay period will be paid in the paycheck immediately following the end of the twenty-eight (28)-day work cycle in which such FLSA premium pay was earned.

Hours of holiday leave, personal leave days, and vacation leave taken during the work period will be counted toward hours worked in the computation of FLSA premium pay. Compensatory time, worker's compensation, military leave, bereavement leave, ~~and~~ sick leave, service award hours awarded for years of service, jury duty leave, and Union leave taken during the work period will not count toward hours worked in the computation of FLSA premium pay.

SECTION 3 If an employee is called to duty during ~~their his/her~~ off-duty time, such employee shall be paid a minimum of two (2) hours, or the actual number of hours worked, whichever is greater.

SECTION 4 Employees shall not be allowed to work outside their regular scheduled work schedules unless approved by the Fire Chief, or the Fire Chief's his/her designee, or as provided in Article 28: Trade Time.

ARTICLE 17

HOLIDAYS

SECTION 1 For the purposes of this Agreement, the following, in addition to any other days that may be designated by the CITY after the effective date of this Agreement, are holidays:

New Year's Day, Labor Day, Thanksgiving Day, Veteran's Day, President's Day, Independence Day, Christmas Day, Martin Luther King Day, Patriot's Day (in lieu of the day after Thanksgiving Day), Memorial Day

Closing of City Offices~~Hall~~:

In the event City offices are closed for any reason by the Mayor, or the Mayor's designee~~his/her designate~~, or any other person with the authority to authorize the closing of City offices, and City employees not subject to this Agreement are allowed to leave City offices for the duration of such closure with pay and without the use of leave for such closure period, Employees subject to this Agreement shall be compensated an equivalent amount of compensatory time at the applicable base rate. For example, in the event City offices are closed by the Mayor from 1:00 p.m. until 5:00 p.m. on December 24th and City employees not subject to this Agreement are allowed to leave City offices with pay and without the use of leave during such closure period, Employees subject to this Agreement shall be compensated four (4) hours of compensatory time at the applicable base rate.

In the event any City offices are closed for any reason by the Mayor, or the Mayor's designee~~his/her designate~~, or any other person with the authority to authorize the closing of City offices, and City employees not subject to this Agreement are allowed to leave City offices for the duration of such closure but are required to use some form of leave for such closure period, Employees subject to this Agreement shall not be compensated any compensatory time for such closure. For example, in the event City offices are closed by the Mayor from 1:00 p.m. until 5:00 p.m. on January 15th due to inclement weather, and City employees not subject to this Agreement are allowed to leave City offices for the duration of such closure but are required to use some

form of leave for such closure period, Employees subject to this Agreement shall not be compensated any compensatory time for such closure.

SECTION 2

Any uniformed employee who is directed to report to duty at 0700 ~~hours~~ ~~hundred~~ on any holiday, listed in Section 1 of this Article, shall be entitled to an additional twenty-four (24) hours at straight time as holiday pay, provided they work the entire duty shift. If an employee is not working the holiday, said employee shall be paid holiday pay at the rate of one-half (1/2) of a duty shift (12 hours) at straight time per holiday.

ARTICLE 18

LONGEVITY

SECTION 1 Following an employee's completion of six (6) years of employment at the City, longevity payments shall be made annually on the first full paycheck following the employee's hire date anniversary. These payments shall not affect the applicable base pay rate. They will be single payments based on the pay scale (Appendix "B") as annual base rate of pay. These percentages are based upon percentages upon the completion of the continuous years of service with the CITY, as follows:

- 3% Upon completion of six (6) years
- 4% Upon completion of twelve (12) years
- 5% Upon the completion of eighteen (18) or more years

SECTION 2 Service with the CITY, within the meaning of this Article, shall mean all periods of time in which an employee of the Fire Department has received compensation from the CITY for work performed or utilization of paid leave. Suspension for disciplinary purposes shall constitute service with the Fire Department within the meaning of this Article.

ARTICLE 19

INSURANCE

SECTION 1 Full-time employees and their families shall be entitled to enroll in the CITY group life, health and dental programs, or as otherwise required by the State of Nebraska, subject to all terms and conditions of the agreements between the City and the insurance carriers.

HEALTH INSURANCE COVERAGE:

Full time employees shall pay insurance premium contributions according to the following schedule based on their health insurance coverage selection and network selection as established in the master agreement of the contract with the insurance carrier:

Broad Health Insurance Network Option:	
\$500 Deductible Plan	14% Employee Contribution
\$1,000 Deductible Plan	12% Employee Contribution
Limited Health Insurance Network Option:	
\$500 Deductible Plan	12% Employee Contribution
\$1,000 Deductible Plan	10% Employee Contribution

Employees electing health insurance coverage shall be required to contribute the monthly premium cost of health insurance, which shall be automatically deducted from their paycheck.

DENTAL INSURANCE COVERAGE:

Dental insurance premiums for employees and their families will be paid for by the CITY.

LIFE INSURANCE COVERAGE:

Life insurance ~~premiums coverage~~ in the amount of \$~~50,000~~~~15,000~~ ~~which are offered by the CITY for all employees~~ shall be paid for by the CITY, and those employees electing to have separate or additional life insurance for family members shall be required to pay for such premiums.

Those employees electing not to participate in these insurance coverages shall not receive any other form of coverage or compensation in lieu of those benefits.

SECTION 2 In the event it becomes necessary to change insurance carriers or coverages, the CITY and the UNION, the UNION Attorneys or Consultants shall meet and discuss alternative ways to maintain the level of benefits substantially equal to what is currently in effect.

SECTION 3 The employees governed by this Agreement shall be eligible to participate in the "COBRA Program" upon leaving employment with the CITY.

SECTION 4 Full-time employees shall be entitled to CITY paid long term disability insurance with an elimination period not to exceed ninety (90) calendar days and a minimum monthly earnings benefit of sixty percent (60%) until the age reduction provisions apply.

~~SECTION 5 Full-time employees shall be entitled to an additional \$15,000 CITY paid life insurance in which the employee shall designate the beneficiary. This section is in addition to Section 1 of this article, to equal \$30,000 in total CITY paid life insurance.~~

ARTICLE 20

SPECIALTY DESIGNATIONS

SECTION 1 The Fire Chief in consultation with the UNION, shall establish appropriate procedures for the selection of future persons for the Fire Apparatus Engineer classification, whereas the Fire Chief, or the Fire Chief's his/her designee, will administer the selection process.

SECTION 2 EMT - I (Intermediate): The EMT-I specialty designation shall not be a prerequisite for eligibility for the promotional examination to any higher rank and shall not be considered a part of the chain of command of the fire administration. Such specialty designation classification shall encompass those persons holding a valid State of Nebraska EMT-I license.

SECTION 3 EMT-P (Paramedic): The EMT-P specialty designation shall not be a prerequisite for eligibility for the promotional examination to any higher rank and shall not be considered a part of the chain of command of the fire administration. Such specialty designation classification shall encompass those persons holding a valid State of Nebraska EMT-P license.

SECTION 4 The CITY shall pay the following additional monies to all Nationally Registered and/or State of Nebraska Advanced Life Support Providers, and Fire Apparatus Engineers as follows:

- a) EMT-I \$0.50 per hour
- b) EMT-B Medic Driver \$1.00 per hour when working in the position for a full 24-hour duty shift
- ~~b~~c) Engine/Truck Paramedic \$1.50 per hour
- ed) Medic Unit Paramedic \$23.00 per hour; Effective for the FLSA cycle that includes October 1st, 2025: \$3.50 per hour

SECTION 5 Employees earning certifications from the following lists shall receive a stipend of \$100 per year for each certification, up to a maximum of four (4) certifications, or four-hundred hundred dollars (\$400.00) per year:

- | | |
|------------------------------|-----------------|
| Fire Service Instructor I | Firefighter II |
| Fire Incident Safety Officer | Fire Officer I |
| Nebraska Boater Education | Fire Officer II |

ARTICLE 21

UNIFORMS AND EQUIPMENT

SECTION 1 CITY shall provide initially upon employment all items of uniforms and equipment as deemed necessary by the Fire Chief for those employees who utilize said uniform and equipment. The replacement shall be based upon the quarter master system. Any employee requesting a new uniform shall provide the quartermaster (Fire Chief or designee) the unserviceable uniform or equipment. Upon approval by the quartermaster, the employee shall be authorized to contact the appropriate vendor for replacement item(s). The CITY shall provide all NFPA approved firefighting equipment, as well as Class A, B and C uniforms as described in departmental Standard Operating Guidelines, as set forth by the Fire Chief.

For each employee, the CITY will shall cover the one-time cost of alterations and/or replacement of said employee's Class A uniform fifteen (15) years after the date of issuance of uniform to said employee so long as said employee is continuously employed by the Department during the aforementioned fifteen (15) year period. The City agrees to replace an employee's Class A uniforms every fifteen (15) years, with one alteration paid for by the City during each fifteen (15) year period; provided that said employee is continuously employed by the Department during the fifteen (15) year period. Any additional alternations or replacements shall be the responsibility of the employee.

SECTION 2 All uniform and equipment are the property of the CITY and are to be turned back to the CITY quartermaster upon termination.

SECTION 3 Prescription eyeglasses damaged or broken in the performance of duty determined not to be a negligent act by the employee may either be repaired or replaced but the cost shall not exceed two-hundred-fifty dollars (\$250.00) per pair.

ARTICLE 22

ELECTION DUTY, VOTING LEAVE, WITNESS DUTY, AND CONFERENCES/MEETINGS

SECTION 1 Election Duty: The CITY encourages all employees to fulfill their civic responsibilities by serving election duty when appointed as an election worker. In such circumstances, the CITY shall grant a leave of absence to the employee upon giving at least five (5) calendar days' notice to the Fire Chief after receiving a letter of appointment for election duty.

An employee shall not be subject to discharge from employment, loss of pay, loss of FLSA premium pay, loss of sick leave, loss of vacation time, or threat of any such action, or any other form of penalty as the result of their ~~his/her~~ absence from employment due to election duty. The City of Papillion will continue to provide full benefits for the full term of the election duty absence for eligible employees. Vacation, sick leave, and holiday benefits will continue to accrue during election duty leave.

Employees must provide a copy of the letter of appointment for election duty to the Fire Chief within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if they are ~~he/she is~~ released from such civic service earlier than expected. Employees are expected to return to work whenever the election schedule permits.

The CITY recognizes that being called to daytime election duty can impact employees who work evening or overnight shifts and can require special arrangements to provide adequate rest between election and work duties. In such instances, the immediate supervisor should work with the employee to make work scheduling arrangements that will allow for a reasonable amount of time between the employee's period of election service and the employee's work schedule. Regardless of the work schedule arrangements, the employee shall be paid the same compensation for the period of such civic service as if they ~~he/she~~ had worked a regular work week schedule. Compensation, other than expenses, paid to the employee by the Election Commission for such civic duty shall be paid to the City. In no event shall an employee be unjustly enriched or benefited beyond their ~~his/her~~ regular compensation as a result of election duty service.

The CITY may request that the employee be excused from election duty if the employee's absence would create serious operational difficulties.

SECTION 2 Voting Leave: The CITY encourages employees to fulfill their civic responsibilities by voting. Generally, employees are able to find time to vote either before or after their regular work schedule.

Employees are entitled to voting leave that, when added to nonworking time, equals two consecutive non-working hours in which to vote. An employee must apply for voting leave from their immediate supervisor prior to or on election day. The City may specify the hours in which the employee may be absent. The employee shall not be subject to penalty and no deduction shall be made from ~~their his/her~~ salary or wages on account of such absence. Employees are not eligible if they have two consecutive non-working hours in which the polls are open.

SECTION 3 Witness Duty: An employee required to attend as a witness or in any other capacity directly related to ~~their his/her~~ official duties, any case pending in any juvenile, county or district court or before a grand jury proceedings or in conferences with the County Attorney or their respective assistants or at any pretrial conference or any other related hearing or proceedings by any City, County, State or Federal Government or Subdivision or Agency during off-duty periods shall be paid a minimum of two (2) hours at the rate of time and one-half (1½) or at one and one-half (1½) times the actual number of hours in attendance, whichever is greater.

SECTION 4 Employees attending training seminars, workshops, conferences or schooling shall be paid at their regular rate of pay while in attendance at such functions. Use of CITY vehicle will be granted on a case by case basis, if none available, current CITY rate shall be paid for mileage. Carpooling shall be utilized in absence of available CITY vehicle. A "Request for Training" form will be completed for the approval of the Fire Chief prior to the training seminars, workshops, conferences or schooling.

SECTION 5 The Fire Chief shall post notices of any school or training available. The CITY shall provide each employee adequate training in order to satisfy, or enhance, their respective level of training for as long as their current job description calls for participating in said activity.

ARTICLE 23

TEMPORARY APPOINTMENTS

- SECTION 1 The CITY will determine the organizational structure pertaining to the fire department. Said organizational structure may be approved by the CITY Council after receiving the recommendation of the Fire Chief.
- SECTION 2 Any temporary appointments made to fill a vacancy by the Fire Chief, or any designee of the CITY, shall be governed by the CITY Civil Service Guidelines. Any employee appointed temporarily to a higher rank shall be paid at the rate applicable to such appointment, and for the duration of said temporary appointment as stated by Civil Service Rules and Regulation.
- SECTION 3 Should any temporary appointee be duly appointed to the same position on a permanent basis through the selection from a civil service list, any and all time served by the employee as a temporary appointee shall be credited toward any probationary time required by the Civil Service Guidelines.
- SECTION 4 Employees being paid at a higher rate while temporarily filling a position in a higher rank will be returned to their regular rate of pay when the period of temporary employment in the higher rank ends.
- SECTION 5 Any vacancy above the Firefighter rank shall be filled from certified promotional lists, within one hundred eighty (180) calendar days. The one hundred eighty (180) calendar-day period may be extended upon mutual agreement of both parties. Firefighters and Fire Apparatus Engineers are eligible to temporarily fill a Captain position, and Captains are eligible to temporarily fill a Battalion Chief position. If no employee accepts a temporary appointment, the Fire Chief shall make a temporary appointment.

ARTICLE 24

WORKING OUT OF CLASS

SECTION 1 Any time an employee is directed by the Fire Chief and/or the Fire Chief's his or her designee, to work out of class to fill an absence in the capacity of the positions of Battalion Chief, Captain or Fire Apparatus Engineer and the employee performs the functions of a Battalion Chief, Captain or Fire Apparatus Engineer for a period of twenty-four (24) consecutive duty shift hours or more, said employee shall be compensated at the corresponding pay step in the respective classification that would constitute a pay increase to said employee. The absence will be filled with one of the top three (3) ranking candidates from the appropriate certified promotional list. In the event there is no certified list for the position, the Fire Chief, or the Fire Chief's designee, shall select employees based on the seniority of personnel eligible to fill the absence. Personnel selected to fill an absence must meet the minimum requirements of the position. The absence will be filled with the most-senior employee who consents to do the work. However, if the Fire Chief exhausts the list and no personnel are either available or wish to do the work, an appointment shall be made at the discretion of the Fire Chief, or the Fire Chief's his/her designee.

SECTION 2 Any time an employee who is working outside of rank pursuant to this Article, utilizes vacation, personal leave, funeral, sick, or any other leave provisions of this Agreement, the employee he/she shall be paid for that leave at their his/her applicable base pay rate and not at the higher out of rank pay.

If an employee takes paid leave during the shift that is considered as working outside of rank, the leave period will constitute as a break in consecutive full duty shifts and will not meet the workday requirement as described in Section 6 of this Article.

SECTION 3 When an employee is working in a long-term out of class capacity, the employee shall not be replaced by another employee, except by the employee currently assigned to the position. When an employee is working in a short-term out of class capacity, that person may be replaced by an employee in the class or rank of the open position. An example is if a Captain is called back on FLSA premium pay hours, the Captain shall replace a Firefighter working out of class in a Captain position in a short-term out of class capacity.

While working out of class, an employee shall receive the starting step pay for the position. The employee shall remain at their his/her assigned rate of pay for any other hours worked not in a working out of class position.

ARTICLE 25

EXAMINATIONS AND PROMOTION PROCEDURE

SECTION 1 Notice of a promotional opportunity shall be posted in the Fire Department at least sixty (60) calendar days prior to the testing date, in lieu of any published notice. The parties agree that promotions within the Fire Department and examinations for promotions shall be in accordance with this Article and shall be in accordance with any other rule or policy of the City or the Civil Service Commission.

Promotional exams for the position of Captain, Battalion Chief and FAE shall be held on an as needed basis.

New hire testing shall be done as needed.

A bibliography list of all testing material shall be agreed upon by the Fire Chief and UNION and then provided to all candidates sixty (60) calendar days prior to testing date. The City will maintain one (1) set of bibliography materials for exams referenced in this article at each fire station.

SECTION 2 "On-duty" personnel shall be granted "detached duty" to participate in all phases of promotional examination procedures. This detached duty shall begin a minimum of two (2) hours prior to the posted testing/evaluation time.

SECTION 3 When a position for Captain, Fire Inspector, Fire Apparatus Engineer, or Battalion Chief becomes vacant, the City Administrator shall create the general criteria for such position. After doing so, the Fire Chief shall evaluate the internal employee pool to determine whether or not it contains at least two candidates that would meet the minimum qualifications set forth within the general criteria. Upon the recommendation of the Fire Chief that there are two or more internal candidates who would meet the minimum qualifications, the City may direct the Civil Service Commission to examine only internal candidates for said position.

In order to be considered for promotion to Captain, the following educational requirement must be met: An Associate's Degree or sixty (60) hours of credit from an accredited college or university. In order to be considered for promotion to Battalion Chief, the following educational requirement must be met: A Bachelor's Degree or one-hundred twenty (120) hours of credit from an accredited college or university. Any personnel already in either rank shall be grandfathered in and shall not have to meet this education requirement for their current rank. Furthermore, any employee hired prior to January 20, 2015 (the

effective date of ~~the a~~ previous IAFF Agreement) shall not have to meet these education requirements for future promotions within the City of Papillion Fire Department, so long as such employee has had continuous employment within the City of Papillion's Fire Department.

For promotional opportunities, those employees who have an Associates' Degree in a fire department-related field, as determined by the Human Resources Department, shall receive two (2) education points that will be added to their final Civil Service process score prior to the final ranking.

For promotional opportunities, those employees who have a Bachelors' Degree shall receive four (4) education points that will be added to their final Civil Service process score prior to the final ranking.

For promotional opportunities, those employees who have a masters' degree shall receive five (5) education points that will be added to their final Civil Service process score prior to the final ranking.

For promotional opportunities, employees shall only receive education points for the highest level of education obtained by the employee at the time the promotional opportunity arises. Employees shall not receive education points for each degree or level of education obtained.

In such circumstances where external candidates are considered for the positions of Captain, Fire Inspector, Fire Apparatus Engineer, or Battalion Chief, external candidates will receive education points for their highest level of education obtained in the same manner as described in the above paragraphs for promotional opportunities.

ARTICLE 26

EDUCATIONAL INCENTIVE

SECTION 1 The CITY'S Educational Assistance Program is provided as an incentive to further the employee's education and development. This incentive is provided by financial assistance. The course(s) must provide benefit to the CITY by furthering the employee's skills and/or knowledge in either ~~their his/her~~ present job, or a future reasonably attainable position. This is consistent with the CITY'S overall policy of encouraging self-development for all employees. Participation in the program does not guarantee the employee a promotion and/or pay increase. Any full-time, non-introductory employee, except as provided below, of the Fire Department is eligible to participate in the program.

SECTION 2 For all bargaining unit members, the eligibility criteria, processes and conditions outlined below will apply.

Eligibility criteria for approval include the following:

- Approval of the Fire Chief and City Administrator.
- Budget authority.
- Courses provide benefit to the CITY by furthering the employees' skills and or knowledge in their current position or a reasonably attainable position within the city organization. Participation in the program does not guarantee the employee a promotion and/or a pay increase.
- Courses must be taken at a university, college, junior college, technical college/community college, or secondary school that has been accredited through a nationally recognized accrediting agency or association. The CITY reserves the right to limit the amount of reimbursement to the amount that would be paid at an alternate public accredited institution (e.g. University of Nebraska at Omaha).
- Doctoral or PhD level classes and degree programs are not eligible for reimbursement.
- This program is available only after all available assistance is exhausted such as G.I. Bill, grants, discounts, and scholarships.
- Time spent in attendance at such courses shall be considered the employee's personal time and is not counted as time worked.

Course work requires the approval of the Fire Chief prior to registration. Upon proof of successful completion of the course(s) the Fire Chief shall initiate and recommend reimbursement of course fees to the employee.

Education Reimbursement Limitation and Process:

- Maximum annual reimbursement is \$2,000 for undergraduate degrees and \$3,000 for graduate degrees.
- Eligible reimbursable expenses include actual costs for tuition, enrollment fees, text books, and other fees. Travel expenses will not be covered.
- Approved requests are reimbursed at the completion of the course by the employee after providing a grade report and according the following schedule:
 - Grade of "A" 90 % reimbursement
 - Grade of "B" 80 % reimbursement
 - Grade of "C" 70 % reimbursement
 - Below "C" 0 % reimbursement

Employees requesting reimbursement must complete an "Educational Reimbursement" form which can be obtained from the Human Resource Department. The form along with copies of a grade report and eligible expense receipts must be submitted to the Fire Chief for approval and reimbursement.

SECTION 3

Upon eligibility of this incentive, the CITY agrees to pay an educational incentive to each employee who has completed five (5) years of employment with the fire department in the amount of:

1. \$50 a month for a Bachelors' degree from an accredited college or university;
2. \$60 a month for a Masters' degree from an accredited college or university.

The incentive will be based on transcripts or other reports from the college or university, which will be provided by the employee.

ARTICLE 27

SHIFT BIDS

- SECTION 1 Bidding for duty assignments will start on the third (3rd) week of November and take effect in correlation with the first complete FLSA cycle in January of the coming year, unless otherwise agreed upon by the Fire Chief and the IAFF Local President.
- SECTION 2 Bidding for duty assignments shall be granted based on the employee's seniority within rank and classification.
- SECTION 3 Introductory entry level Firefighters shall not have the right to bid shifts. If this requires a Firefighter to be bumped from ~~their his/her~~ original shift bid, it shall be the Firefighter with the least amount of seniority.
- SECTION 4 Management retains the right to move any employee at any time.

ARTICLE 28

TRADE TIME

- SECTION 1 Employees may agree to trade time among themselves. Such trades shall be voluntary and there shall be no liability or cost to the City as a result of any such trades including, but not limited to: FLSA premium pay, call back, holiday, or working-out-of-class costs.
- SECTION 2 Employees desiring to trade time shall agree between themselves as to the payback conditions of such trade(s); provided, however, that cash paybacks for trades are not allowed except for official union business. In lieu of utilizing hours allowed in this bargaining agreement for union leave, a union official may elect to pay another person to work their shift. Funds used for this purpose will come from the local, state, or international union or association. ~~Such~~ All trade time agreements shall be reduced to writing using a form provided by the City and must be signed by the agreeing employees and witnessed by any Battalion Chief or any Acting Battalion Chief to be valid. It shall be the responsibility of the employee requesting trade time to ensure their ~~his/her~~ Battalion Chief and the substituting employee receive signed copies of the form in advance of the trade time date.
- SECTION 3 If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision.
- SECTION 4 An employee may not work more than one hundred forty-four (144) hours of trade time in any twenty-eight (28)-day work cycle.

ARTICLE 29

INJURED ON DUTY

- SECTION 1 Employees are covered by Worker's Compensation as provided by the law of the State of Nebraska and Nebraska Revised Statute 16-1031 Firefighter Injured on Duty. When an employee under this agreement is entitled to Worker's Compensation benefits, other than medical, surgical, and hospital services as defined by law, that employee shall be eligible for a supplemental payment by the City, as provided by the Worker's Compensation Act or as otherwise provided by state statute. Such supplemental compensation shall continue for a period not to exceed one (1) calendar year.
- SECTION 2 The Employee shall not be entitled to a supplemental payment under this section in an amount that, when added to any Worker's Compensation benefit and/or any wage or salary compensation received from Employer, result in the Employee receiving total compensation greater than the average weekly wage for the applicable time period.
- SECTION 3 Worker's Compensation checks are sent to the employee from the CITY'S insurance provider. The employee's workers' compensation payments will be supplemented in an amount equal to, but not to exceed, the bi-weekly pay and specialty pay as set forth in the Pay Step Plan.
- SECTION 4 After one (1) calendar year the employee may elect to use accrued and unused sick leave or vacation leave to supplement workers' compensation pay to the amount of the employee's regular rate of pay. Once the employee has used all accrued leave time or elects not to use leave time the employee shall receive only the amount paid by workers' compensation
- SECTION 5 Health Insurance, dental insurance and other benefits will continue with the appropriate employer contribution during the one-year period and be extended while the employee is utilizing accrued and unused leave to supplement workers' compensation pay in an amount equal to the number of hours scheduled for each pay period.
- SECTION 6 In order to be in "pay status" the employee must be receiving supplemental paid leave from the City in addition to the employee's workers' compensation benefits at a rate to equal the regular number of hours in a work schedule.

SECTION 7 Injuries and diseases in the line of duty shall include any claims that occur while the employee is:

- a. On duty, or
- b. Performing on duty annual physical fitness or agility testing or on duty training which is related to a Papillion Fire Department function or a function covered by an interlocal agreement, or
- c. While performing firefighting charges as directed by general orders.

SECTION 8 In the event of a line-of-duty death, the City shall pay ten thousand dollars (\$10,000.00) for funeral expenses, which amount is to be in addition to any amounts payable under the Nebraska Workers' Compensation Act.

SECTION 9 Any off-duty training that has been approved by the Fire Chief, or the Fire Chief's ~~his/her~~ designee, is covered by the City's worker's compensation insurance.

ARTICLE 30

TEMPORARY LIGHT-DUTY

SECTION 1 Temporary light-duty assignments are for employees and other eligible personnel in the fire department who, because of injury, illness, or disability are temporarily unable to perform their regular assigned duties; but who are capable of performing alternative duty assignments.

SECTION 2

1. Any full-time sworn or civilian member of the City of Papillion Fire and Rescue Department suffering from medically certified illness, injury, or disability requiring treatment of a licensed health-care provider and who, because of injury, illness, or disability, is temporarily unable to perform the regular assigned duties, but is capable of performing alternative assignments.

Assignments may be changed at any time, upon the approval of the treating physician, if deemed in the best interest of the employee or the Fire Chief.

2. This policy in no way affects the privileges of an employee under provisions of the Family and Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other federal or state law.
3. Assignment to temporary light-duty shall not affect an employee's pay classification, pay increases, promotions, retirement benefits, or other employee benefits, unless specified elsewhere in this Agreement, provided however, specialty pay shall be included.
4. Specialty pay for paramedics on light duty will be at the Truck/Engine Paramedic rate (\$1.50 per hour). Specialty pay for EMT-I's on light duty will remain at \$0.50 per hour.
5. Light-duty assignments are strictly temporary and normally should not exceed ninety (90) calendar days in duration. After ninety (90) calendar days, employees on temporary light duty who are not capable of returning to their original duty assignment shall:
 - a. Present a request for extension of temporary light-duty, with Supporting documentation, to the Fire Chief; or

- b. Pursue other options as provided by employment provisions of the City of Papillion Fire and Rescue Department, federal, or state law.
6. Employees on temporary light-duty are prohibited from engaging in outside employment or volunteer community activities in which they may reasonably be expected to perform fire suppression, investigation, code enforcement, or emergency medical service functions for which they have been determined physically or mentally unable to perform on behalf of the City of Papillion Fire and Rescue Department, and that form the basis for their temporary light-duty assignment.
7. Depending upon the nature and extent of the disability, an employee on temporary light-duty may be prohibited or restricted from wearing the departmental uniform, if so determined by the Fire Chief.
8. Light-duty assignments shall not be made for disciplinary purposes.
9. Employees may not refuse temporary light-duty assignments that are supported by and consistent with the recommendation of an attending physician, or certified health care provider, although employees may protest such assignments through established grievance procedures.
10. Employees on temporary light-duty ~~for more than thirty (30) calendar days~~ shall immediately have their leave accrual rates converted to that of a forty (40)-hour work week accrual, as set forth in the City of Papillion Personnel Manual. It is understood that the employee's current balances will not be converted.

SECTION 3

1. Temporary light-duty assignments may be drawn from a range of technical and administrative areas that include but are not limited to the following:
 - a. Administrative functions (e.g. report review, special projects),
 - b. Clerical functions (e.g. filing, report entering),
 - c. Report taking (e.g. telephone reporting),

- d. Communications (e.g. complaint taker).
- 2. Decisions on temporary light-duty assignments shall be made based upon the availability of an appropriate assignment given the fire department members knowledge, skills, abilities, availability of light-duty assignments, and the physical limitations imposed on the fire department member.
- 3. Every effort shall be made to assign employees to positions consistent with their rank and pay classification. However, where appropriate, employees may be assigned to positions designated for personnel of lower rank or classification.

Employees thus assigned shall:

- a. Retain the privileges of their rank, but shall answer to the Supervisory Battalion Chief of the shift to which they are assigned with regard to work responsibilities and performance; and
- b. Retain the pay classification and related benefits of the position held prior to their assignment to temporary light duty.

SECTION 4

- 1. Requests for temporary light-duty assignments shall be submitted to the immediate supervisor. Requests must be accompanied by a physician's work recommendation and/or statement of medical certification to support a requested reassignment, which must be signed either by the treating physician, or other licensed health-care provider. The certificate must include an assessment of the nature, probable duration of the disability, prognosis for recovery, nature of work restrictions, an acknowledgement by the health-care provider of familiarity with the light-duty assignment, and the fact that the employee can physically assume the duties involved.
- 2. The request for temporary light-duty and the physician's statement shall be forwarded to the Fire Chief, who shall make the final decision regarding the assignment to temporary light-duty of the fire department member.
 - a. The Fire Chief may require the employee to submit to an independent medical exam by a health provider of City's

choosing. In the event the opinion of this second health provider differs from the foregoing health provider, the employee may request a third opinion at City's expense.

- b. The employee and representative of the fire department shall cooperate and act in good faith in selecting and third health care provider and both parties shall be bound by that medical decision.
3. An employee who has not requested temporary light duty may be recommended for such assignment by submission of a request from the employee's immediate supervisor. Such a request must be accompanied by an evaluation of the employee, conducted by competent medical authority expressing the need for temporary light duty.
 - a. Notice shall be provided to the employee of the proposed temporary light-duty assignment together with justification for the recommendation by ~~their~~ ~~his/her~~ assigned shift Battalion Chief, or the Fire Chief.
 - b. The employee may challenge the proposed reassignment using established department grievance procedures.
 - c. Pending results of a grievance procedure, an employee may be reassigned if, in the opinion of the Fire Chief, failure to reassign may jeopardize the safety of the employee, other employees, or the public.
 4. As a condition of continued assignment to temporary light-duty, the affected employee may be required to submit to periodic physical assessments of their condition as required by the Fire Chief.

SECTION 5 RETURN TO PERMANENT DUTY

1. All employees performing temporary light-duty shall be returned to regular duty upon determination that they are physically, and mentally fit to perform their permanent assigned shift duties.
2. Any return to normal duty must be accompanied by a written physician's recommendation, and/or statement of medical certification which permits the employee to work with no limitations, and/or perform all assigned duties consistent to the job description ~~the employee~~ ~~he/she~~ is assigned to perform.

- a. The City may require the employee to submit to an independent medical examination by a physician of the agency's choosing. In the event the opinion of this second physician differs from the foregoing physician, then employee may request a third opinion at the employer's expense.
- b. The employee and the City shall cooperate and act in good faith in selecting a third physician, and both parties shall be bound by the opinion of the third party for purposes of rights under the Agreement pertaining to temporary light duty.
- c. Pertaining only to Article 30, Section 5: Return to Permanent Duty, the term "physician" shall mean any person licensed to practice medicine and surgery, osteopathic medicine, chiropractic, podiatry, or dentistry in the State of Nebraska or in the state in which the physician is practicing. It is expected that both parties will endeavor to select a physician with qualifications to opine on the matter in question.

ARTICLE 31

VOLUNTARY DEMOTIONS

SECTION 1 Employees may request to be voluntarily demoted to a lower classification, so long as a vacancy is available in the lower classification and the Fire Chief approves. Employees' job seniority will be based on continuous length of service as a firefighter of City. The employee's seniority within rank will be determined by the actual length of time spent in any individual rank.

ARTICLE 32

MINIMUM STAFFING

- SECTION 1 ~~From the date of execution of this agreement, t~~The City agrees to maintain a minimum staffing level of ~~sixteen (16)~~ eighteen (18) personnel on-duty, twenty-four (24) hours a day, three-hundred sixty-five (365) days a year.
- SECTION 2 ~~Beginning on April 1, 2020, The City agrees to maintain a minimum staffing level of eighteen (18) personnel on-duty, twenty-four (24) hours a day, three-hundred sixty-five (365) days a year. To obtain this staffing requirement t~~The City agrees to hire ~~six (6)~~ three (3) personnel prior to ~~April 1, 2020~~ October 1, 2023. Additionally, the City agrees to hire three (3) personnel prior to October 1, 2025.
- SECTION 3 All in-service fire suppression apparatus shall be staffed with a minimum of three (3) qualified sworn personnel. It is understood by both parties that there will be times when a fire apparatus may have two (2) personnel for brief periods of time (e.g., when a person is needed to drive or assist a medic unit with a critical patient transport).
- SECTION 4 If it is necessary for the City to call back employees in order to comply with the minimum manning requirements of this Article, the employees shall be called back on a rotating basis from a list maintained by the Fire Chief. The City will not be held liable if attempts to call back any and all available employees and is unable to get a sufficient number of employees to come back to fulfill that obligation.
- SECTION 5 Employees returning for call back duty are encouraged to report to the engine house within thirty (30) minutes from time the phone call is received.
- SECTION 6 Staffing will be adjusted to comply with this Article at the beginning of each shift at 7:00 A.M., and again at 7:00 P.M. The Fire Chief shall have the authority to detach on-duty personnel for training or other job-related activities for up to twelve (12) hours in a 24-hour period, but not cause staffing to go below seventeen (17) personnel ~~after April 1, 2020~~.
- SECTION 7 The City shall maintain the number of paramedics employed at one-half (1/2) the total number of personnel assigned to twenty-four (24) hour shifts. In the event that the number of paramedics drops below the one-half (1/2) mark, the City shall have eighteen (18) months to bring the number of paramedics into compliance with this Article.

ARTICLE 33

COMPENSATORY TIME

SECTION 1

Any employee may elect to choose compensatory time, which shall be awarded at the rate of time-and-one-half (1 ½) for all hours worked outside ~~their his/her~~ normal duty shift. These hours may accrue up to a maximum ~~one hundred twenty (120) ninety-six (96)~~ hours. Any FLSA premium pay hours worked after the employee has accumulated the maximum amount of hours shall be compensated in cash. An employee who chooses this option shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the Department. Payment of FLSA premium pay shall not be considered as a factor in approving a request for compensatory time off. Effective October 1, 2023, a maximum of one (1) employee shall be allowed to utilize compensatory time per each duty shift.

Employees with compensatory time in excess of ninety-six (96) hours on the execution date of this Agreement have the option to be compensated for cash for all hours in excess of ninety-six (96) hours or the option to keep those hours in excess of ninety-six (96) hours in their compensatory bank; however, employees are not allowed to accumulate any additional compensatory hours until their compensatory time is below ninety-six (96) hours.

ARTICLE 34

DUES CHECK-OFF

- SECTION 1 The City shall deduct regular monthly dues from the pay of each employee covered by this agreement, provided at the time of such deduction there is in the possession of the Human Resource Department of the City a current, unrevoked written assignment, executed by the employees in the form and according to the terms of the Dues Check-Off form attached hereto, marked as Appendix "A", and made a part hereof. Such authorization may be revoked by the employee with advanced written notice thereof to the Human Resource Department of the City.
- SECTION 2 Such authorized deductions shall be made on a bi-monthly basis and will be remitted to the duly designated Local No. 3767 official within ten (10) days. Local No. 3767 shall advise the Human Resource Department of the City in writing of the name of such official.
- SECTION 3 Previously signed and un-revoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days.
- SECTION 4 If an employee has no pay coming for the first payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month then deductions shall be limited to the amount of the current regular bimonthly Local No. 3767 dues, and shall not include dues for prior months or any portion thereof.
- SECTION 5 If the Human Resource Department of the City receives an employee revocation or authorization on or before the eighth day of the first payroll period of the calendar month, no deductions will be made from that payroll period or subsequent payroll period. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.
- SECTION 6 At the time of execution of the Agreement, Local No. 3767 shall advise the Human Resource Department in writing of the exact amount of the regular bi-monthly Local No. 3767 dues utilizing a dollar or percentage figure. If subsequently, Local No. 3767 requests the Human Resource Department City to deduct additional monthly Union dues, such

request shall be effective only upon written assurance by the Local No. 3767 to the Human Resource Department that additional amounts are regular by-monthly Local No. 3767 dues approved in accordance with Local No. 3767 constitution and by-laws and upon receipt of a new written employee authorization form for this new amount. Such form shall be in accordance with the terms of Appendix "A" and such form shall be treated for all purposes in like manner as the initial authorization form.

SECTION 7 The City shall not be liable for remittance of payment of any sum other than those constituting actual deductions made. If for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from employees next pay period in which Local No. 3767 dues are normally deducted after written notification to the Human Resources Department of the City of the error. If the City makes an overpayment to Local No. 3767, it will deduct that amount from the next remittance to Local No. 3767. Local No. 3767 agrees to indemnify and hold the City harmless against any and all claims, suites, 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 The UNION shall also maintain a second voluntary payroll deduction spot on an employee's pay stub. The UNION shall notify the Human Resource Department in writing of the nature of such deduction. Such notification must include a certification that an election of the membership was held and that 51% of said membership in attendance were in favor of the deduction proposal, or that the UNION constitution and by-laws regarding such deduction has been followed.

Upon such notification, the CITY will promptly begin this deduction amount. If the CITY is unable to promptly begin such deduction, the CITY shall notify the UNION of such fact, the business reasons why the CITY is not able to comply, and an estimate of when the CITY can comply.

ARTICLE 35

PAY SCALE

SECTION 1 Effective for the contract period of January 20, ~~2023~~ ~~2019~~ through January 19, ~~2024~~~~2020~~, the job classifications of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a ~~three-six~~ percent (~~36~~%) increase to base wages, as indicated in the Pay Scale attached hereto as Appendix "B".

SECTION 2 Effective for the contract period of January 20, ~~2024~~ ~~2020~~ through January 19, ~~2025~~~~2024~~, the job classifications of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a ~~three-four~~ percent (~~34~~%) increase to base wages, as indicated in Appendix "B".

SECTION 3 Effective for the contract period of January 20, ~~2025~~ ~~2024~~ through January 19, ~~2026~~~~2022~~, the job classification of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a three percent (3%) increase to base wages, as indicated in Appendix "B".

SECTION 4 Effective for the contract period of January 20, ~~2026~~ ~~2022~~ through January 19, ~~2027~~~~2023~~, the job classification of Firefighter, Fire Apparatus Engineer, Fire Inspector, Captain, and Battalion Chief shall receive an adjustment of a three percent (3%) increase to base wages, as indicated in Appendix "B".

~~SECTION 5 Effective on January 20, 2019, all Captains and Battalion Chiefs will be placed at Step 1 of their respective pay scales, in accordance with Appendix B: Pay Scale. Effective on January 20, 2020, all Captains and Battalion Chiefs will be placed at Step 2 of their respective pay scales, in accordance with Appendix B: Pay Scale. Effective on January 20, 2021, all Captains and Battalion Chiefs will be placed at Step 3 of their respective pay scales, in accordance with Appendix B: Pay Scale. Effective on January 20, 2022, all Captains and Battalion Chiefs will be placed at Step 4 of their respective pay scales, in accordance with Appendix B: Pay Scale. Movements across steps shall not occur on the Anniversary Date of the Captains and Battalion Chiefs.~~

ARTICLE 36

SAFETY COMMITTEE

- SECTION 1 In compliance with state and federal law a safety committee has been established by the City. The committee shall consist of Union employee volunteers who are compensated for time spent doing committee work. If there are no volunteers, the Union shall select employees to serve on the committee. The committee will investigate any complaints by employees relative to their health and safety, without fear of discipline or reprisal.
- SECTION 2 The Safety Committee shall meet with the Fire Chief on an as needed basis and make recommendations for improvements of general health and safety of the employees. The City hereby agrees that it will provide efficient and safe equipment and materials to protect the health and safety of the employees. Written minutes of all meetings shall be kept for three (3) years, and forwarded to the Fire Chief, the Human Resources Department, and the IAFF Local President.
- SECTION 3 Complaints by an employee shall be filed with the committee in writing. The committee will make a recommendation, within ten (10) calendar days relative to a remedy of the complaint and any remedial action shall be forwarded to the Fire Chief and Human Resources Department. A copy of the employee complaint, the Safety Committee's recommendation, and the remedial action taken by the Fire Chief shall be forwarded to the Human Resources Department, and the IAFF Local President.

ARTICLE 37

RETIREMENT

SECTION 1 In accordance with Nebraska State Statutes §§ 16-1020 through 16-1038 regarding Retirement for Firefighters of cities of the first class, the City shall contribute a sum equal to thirteen percent (13.00%) of each such participating employee's periodic salary. Each employee participating in the retirement system shall contribute to the retirement system a sum equal to six and one-half percent (6.50%) of ~~their~~ his/her salary.

SECTION 2 Employees shall be afforded the option of entering into a retirement program governed by the Internal Revenue Code 457. If the employee elects to participate, the CITY shall match such contributions up to a sum equal to two (2.00%) of the employee's rate of pay.

SECTION 3 If at any time, said laws should be revised, amended, or changed; CITY and UNION shall sit down and amend this article to follow all applicable State and Federal Laws.

ARTICLE 38

POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT
(HRA) INSURANCE-PLAN

SECTION 1 City agrees to participate in a post-employment health retirement account insurance-plan in accordance with the terms and conditions of the plan's participation agreement. The parties hereto designate a vendor mutually agreed upon to act as plan administrator for the plan, or its successors appointed in accordance with the Plan and Trust documents. CITY agrees to contribute to the plan on behalf of the employees covered by this agreement.

SECTION 2 City shall contribute for each eligible employee the amount of thirty dollars (\$30) per month. Such employer contribution shall be deposited into the eligible employee's post-employment health retirement insurance-account pursuant to the terms and conditions of the plan.

On the first (1st) of each October through the term of this agreement, for an employee who has accrued a minimum of one hundred thirty-two (132) hours of sick leave, the City will convert forty-eight (48) hours of the employee's sick leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement insurance account. If an employee does not have the minimum amount of sick leave accrued by October 1 of each year, then no contribution will be made.

On the first (1st) of each October through the term of this agreement, for an employee who has accrued a minimum of twenty-four (24) hours of personal leave, the City will convert twenty-four (24) hours of the employee's personal leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement insurance account. If an employee does not have the minimum amount of personal leave accrued by October 1 of each year, then no contribution will be made.

~~Beginning after the effective date of this agreement, t~~The City will deposit one-percent (1%) of an employee's longevity payment to the employee's post-employment health retirement insurance-account for those employees who receive a longevity payment. The payment to the employee's post-employment health retirement insurance-account will be made with the next regular post-employment health retirement account plan file submission following the date the longevity payment

was earned by the employee. If an employee does not receive a longevity payment, then no contribution will be made.

On the first (1st) of each October through the term of this agreement, for an employee who has accrued a minimum of seventy-two (72) hours of compensatory leave, the City will convert twenty-four (24) hours of the employee's compensatory leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement insurance account. If an employee does not have the minimum amount of compensatory leave accrued by October 1 of each year, then no contribution will be made.

ARTICLE 39

ELECTIVE RETIREE HEALTH INSURANCE BENEFIT

- SECTION 1 ELIGIBILITY TO PARTICIPATE. Employees which meet the years of employment and age requirements below are defined as retirees and are eligible to participate in the CITY's health insurance plan upon retirement:
- Twenty-five (25) years of cumulative employment and a minimum age of fifty-seven (57) years old, or
 - Twenty (20) years of cumulative employment and a minimum age of sixty (60) years old.
- SECTION 2 CONTRIBUTION TO RETIREE HEALTH INSURANCE. Retirees electing to participate in the City's health insurance plan shall be required to pay one-hundred percent (100%) of the costs for such premium. Retiree shall pay monthly health insurance premiums by the fifteenth (15th) day of the prior month. Failure of a retiree to make monthly premium payments in a timely manner may result in the loss of the retiree's health coverage. For example, if the premium payment is due on January 1st, the payment from the retiree must be received by the City no later than December 15th.
- SECTION 3 ELIGIBILITY TO REMAIN ON RETIREE HEALTH INSURANCE PLAN: Retirees are eligible to remain on the City's health insurance plan until the end of the month of their sixty-fifth (65th) birthday or until eligible for Medicare health benefits, whichever occurs first.

ARTICLE 40

WELLNESS COMMITTEE

SECTION 1 The Parties agree to establish and maintain a Wellness Committee with two (2) Union representatives selected by the Union President who shall meet with the Fire Chief, or the Fire Chief's designee, to discuss and make recommendations to improve general wellness, health, and fitness of the Fire Department.

SECTION 2 The City shall equally match funds raised by the Union to go towards the purchase of fitness equipment for any of the fire stations. The Parties agree that the maximum amount of funds matched shall not exceed five thousand dollars (\$5,000) total per year for each party. The funds contributed shall be divided between the fire stations. Both Parties agree that upon purchase, the equipment purchased using City funds shall become the property of the City. The City agrees to maintain the equipment at the City's expense. The Wellness Committee is responsible for making recommendations to the Fire Chief, or the Fire Chief's designee, when pieces of equipment need repair or replacement, including recommendations regarding equipment that should be disposed of. The Fire Chief, or the Fire Chief's designee, has the final decision on if pieces of equipment are to be repaired, replaced, or disposed of. Disposal of any equipment will be in accordance with all State and local laws, ordinances, and regulations.

ARTICLE 410

DRUG AND ALCOHOL-FREE WORKPLACE

The City of Papillion is committed to providing a safe, efficient, and productive work environment for all employees. This policy recognizes that an employee under the influence of alcohol and other drugs can be very disruptive to the workplace, adversely affect the quality of work and performance of such employee and ~~their his/her~~ co-workers, pose serious health risks to such employee and others, and have a negative impact on productivity and morale.

The City has established a drug-free workplace policy that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. The policy includes, but is not limited to full-time employees, part-time employees, temporary/seasonal employees, volunteers, and interns.

Each employee, as a condition of employment, will be required to participate in pre-employment, post-accident and reasonable suspicion testing upon selection or request by the City Administrator, the Fire Chief or ~~the Fire Chief's his/her~~ designee, or the Human Resources Department.

Employees, who use, possess, sell, trade, and/or offer for sale illegal drugs or intoxicants while on City premises or in the course of conducting City business are in violation of this policy. Substances that will be tested for include, but are not limited to: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, and Phencyclidine (PCP). Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Off-duty use of illegal substances can also influence an individual's performance. Therefore, an employee's use of illegal substances while away from work, or their involvement in the illegal manufacture, distribution, or possession, thereof may result in the employee being subject to testing procedures and/or disciplinary action up to and including termination.

Employees are prohibited from using alcohol on City premises and from reporting for duty or being on the job while under the influence of alcohol. Any employee impaired as a result of the unauthorized use of alcohol or found to be consuming alcohol while on duty, shall be subject to discipline, up to and including termination. Testing for the presence of alcohol will be conducted by analysis of breath.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of ~~their his/her~~ job duties. If the use of a medication could compromise the safety of the

employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g. use of sick or other leave, notify supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Any employee knowingly under the influence of illegal or unauthorized prescription drugs is subject to testing procedures and/or disciplinary action, up to and including termination.

Any employee will be subject to the same consequences of a positive test if ~~they he/she~~ refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Any employee who is arrested of a criminal drug violation and/or pleads guilty or is convicted of driving under the influence of alcohol or drugs must provide written notice to their supervisor and the Human Resources Department within twenty-four (24) hours of such arrest, plea or conviction.

All information received by the City through the drug-free workplace policy is confidential communication. Access to this information is limited to those City Administrators and supervisors who have a legitimate need to know, unless otherwise authorized by court order or the employee's consent.

Communication of our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug and alcohol-free workplace, employees will be asked to sign an acknowledgment form indicating they have received a copy of the Personnel Manual.

The City may periodically conduct employee education about the dangers of alcohol and drug use and the availability of help through the City's Employee Assistance Program (EAP). The EAP provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance prior to reaching a point where ~~their his/her~~ judgment, performance, or behavior leads to imminent disciplinary action. The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem and successfully completes the treatment program in accordance with the treatment program guidelines; provided, however, voluntary participation in such treatment, counseling or other support after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment. An employee is subject to post-accident, return-to-duty drug testing and reasonable suspicion testing in compliance with state and federal laws.

Questions concerning this policy or its administration should be directed to the Human Resources Department.

ARTICLE 4~~2~~¹

POLITICAL ACTIVITY

Employees are prohibited from participating in political activities during working hours or when otherwise engaged in the performance of their official duties. No employee shall engage in any political activity while wearing a uniform required by the City. Employees shall not be compelled by either Party hereto to contribute to any political organization or candidate.

ARTICLE 4~~3~~2

SEVERABILITY

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Should any Article, Section or portion thereof in this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the court decision. Upon the issuance of such a court decision, the parties agree to immediately open negotiations to seek substitution language for the invalid Article, Section or portion thereof. All other provisions of this Agreement, not specifically declared unlawful or unenforceable in any court decision, shall remain in full force and effect for the duration of this Agreement.

ARTICLE 443

DURATION OF AGREEMENT

This agreement between the IAFF Local No. 3767, the Professional Firefighters Association of Papillion and the City of Papillion shall be and shall remain in full force and effect from January 20, 202319 to expire on January 19, 202723 or until replaced by a succeeding agreement or as otherwise required by a final decision of the Commission of Industrial Relations or another court of competent jurisdiction. The IAFF and the City of Papillion agree to exchange written proposals for the next contractual period on or prior to September 1, 202622, or such other date thereafter as may otherwise be agreed to in writing between the IAFF President, or the IAFF President's his or her designee, on behalf of the IAFF, and the City Administrator, or the City Administrator's his or her designee, on behalf of the City.

Neither party shall attempt to renegotiate any terms of this agreement unless both parties agree in writing and mutually agree to reopen negotiations prior to the effective expiration date of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this ____ day of

_____, 2023____19.

Professional Firefighters
Association of Papillion, Local No. 3767,
affiliated with International
Association of Firefighters,

CITY OF PAPIILLION

By: _____
Anthony Strawn, President

By: _____
David P. Black, Mayor

By: _____
Joseph LaPuzza~~Chad Jeffers~~, Secretary
Clerk

By: _____
Nicole Brown, City

APPENDIX A

Dues Check-Off Form

Date: _____

I _____ (name) hereby authorize the City of Papillion to deduct \$_____ from my wages bi-monthly effective _____. This deduction is for the purpose of paying dues to Local No. 3767. I understand the City of Papillion will remit the amount withheld to Local No. 3767 in accordance with Article 35 of the agreement with the City of Papillion and the Professional Firefighters Association of Papillion, Local No. 3767.

Signature

APPENDIX B

PAY SCALE

Firefighter	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2023 (6%)	\$57,730.42	\$66,877.37	\$67,827.98	\$68,779.91	\$72,587.68	\$75,443.49	\$78,297.96	\$82,390.36
2024 (4%)	\$60,039.64	\$69,552.47	\$70,541.10	\$71,531.11	\$75,491.18	\$78,461.23	\$81,429.88	\$85,685.97
2025 (3%)	\$61,840.83	\$71,639.04	\$72,657.33	\$73,677.04	\$77,755.92	\$80,815.06	\$83,872.77	\$88,256.55
2026 (3%)	\$63,696.05	\$73,788.21	\$74,837.05	\$75,887.35	\$80,088.60	\$83,239.51	\$86,388.96	\$90,904.24
Fire Apparatus Engineer (FAE)			Start	Start	Start	Start	Start	Start
			Step 2 FF	Step 3 FF	Step 4 FF	Step 5 FF	Step 6 FF	Step 7 FF
2023 (6%)			\$69,851.75	\$70,803.68	\$74,611.44	\$77,467.26	\$80,321.72	\$84,414.12
2024 (4%)			\$72,645.82	\$73,635.82	\$77,595.90	\$80,565.95	\$83,534.59	\$87,790.68
2025 (3%)			\$74,825.20	\$75,844.90	\$79,923.77	\$82,982.93	\$86,040.63	\$90,424.40
2026 (3%)			\$77,069.95	\$78,120.24	\$82,321.49	\$85,472.42	\$88,621.85	\$93,137.13
Fire Inspector				Start	Start	Start	Start	Start
				Step 3 FF	Step 4 FF	Step 5 FF	Step 6 FF	Step 7 FF
2023 (6%)				\$77,175.32	\$79,660.38	\$82,225.44	\$84,873.10	\$87,606.01
2024 (4%)				\$80,262.34	\$82,846.79	\$85,514.46	\$88,268.02	\$91,110.25
2025 (3%)				\$82,670.21	\$85,332.20	\$88,079.89	\$90,916.06	\$93,843.56
2026 (3%)				\$85,150.31	\$87,892.16	\$90,722.29	\$93,643.54	\$96,658.87
Captain	Start	Step 1	Step 2	Step 3	Step 4	Step 5		
2023 (6%)	\$87,680.40	\$88,537.00	\$89,695.29	\$90,853.59	\$92,011.87	\$93,170.16		
2024 (4%)	\$91,187.62	\$92,078.48	\$93,283.10	\$94,487.73	\$95,692.34	\$96,896.97		
2025 (3%)	\$93,923.25	\$94,840.83	\$96,081.60	\$97,322.36	\$98,563.11	\$99,803.88		
2026 (3%)	\$96,740.94	\$97,686.06	\$98,964.04	\$100,242.03	\$101,520.01	\$102,797.99		
Battalion Chief	Start	Step 1	Step 2	Step 3	Step 4	Step 5		
2023 (6%)	\$95,070.35	\$97,449.52	\$98,607.80	\$99,766.10	\$100,924.39	\$102,082.67		
2024 (4%)	\$98,873.16	\$101,347.50	\$102,552.12	\$103,756.74	\$104,961.37	\$106,165.98		
2025 (3%)	\$101,839.36	\$104,387.93	\$105,628.68	\$106,869.44	\$108,110.21	\$109,350.96		
2026 (3%)	\$104,894.54	\$107,519.56	\$108,797.54	\$110,075.53	\$111,353.51	\$112,631.49		

CITY OF PAPIILLION AND IAFF AGREEMENT

FINAL SUMMARY OF CHANGES

FEBRUARY 21, 2023

In accordance with the changes made to the labor agreement, effective January 20, 2023, through January 19, 2027, the following identifies a summary of significant changes to each article proposed by the City (and excludes all technical, formatting, and grammar changes made). Where an article is not listed, no changes were made. Minor editing, formatting, grammar spacing, numbering, re-numbering and punctuation changes may or may not be listed below.

ARTICLE	CHANGES MADE:
EFFECTIVE DATE	-January 20, 2023, through January 19, 2027; Changes made to reflect the new 48-month duration.
ENTIRE DOCUMENT	FORMATTING & TECHNICAL CHANGES -Throughout entire Contract - Replaced “his/her” and “he/she” with the appropriate gender-neutral terms (green-colored font). -Throughout entire Contract – Removed references to previous effective dates that were relevant in the previous contract but are not relevant in the current contract (green-colored font).
DEFINITIONS	DEFINITIONS
#7	-Formatting: Added #7 to “Civil Service Commission;” re-numbered the remaining definitions.
#24 (prev. #23)	-Changed definition of “Personnel Manual” to be the current version, with IAFF approval.
Article 1 Section 2	UNION RECOGNITION -Clarified changes related to the Personnel Manual and following all laws.
Article 9 Section 6	INTRODUCTORY AND PROMOTIONAL PROBATIONARY EMPLOYEES -Technical change to replace language with the definition equivalency of “promotional probation period.”
Article 10 Section 2	REDUCTION IN FORCE POLICY -Technical change to replace language with the definition equivalency of “promotional probation period.”
Sections 4&5	-Switched around (renumbered) to help with the flow of the sections.
Section 4 (prev. §5)	-Added clarifying language that a displaced employee can request retention in the next lower rank.
Article 15 Section 1	LEAVE PROVISIONS -Technical change to replace “Post-Employment Health Insurance Plan” with “Post-Employment Health Retirement Account (HRA) Plan.”
Section 14 (new)	-Added new section to state three employees shall be allowed to utilize vacation leave effective October 1 st , 2023, and four employees shall be allowed to utilize vacation leave effective October 1 st , 2025.

Article 16 Section 2	WORK PERIOD, HOURS OF WORK, AND FLSA PREMIUM PAY -Clarified current practice of paying during each FLSA cycle, not any 28-day period -Clarified current practice of all time not included towards hours worked when calculating FLSA premium pay.
Article 17 Section 1	HOLIDAYS -Clarified paid time when closing of City offices (not just City Hall) by the Mayor or any other person with the authority to close City offices.
Section 2	-Technical clean-up changes to clarify current practices of holiday pay.
Article 19 Section 1	INSURANCE - <u>Life Insurance</u> : Increased \$15,000 life insurance coverage to \$50,000.
Section 5	-Deleted the section from the Contract. Not applicable with Sect. 1 Life Insurance change.
Article 20 Section 4	SPECIALTY DESIGNATIONS -Added specialty pay for EMT-B Medic Driver - \$1.00/hr when working 24-hr shift. -Increased specialty pay for Medic Unit Paramedic from \$2.00/hr to \$3.00/hr and increased to \$3.50/hr on Oct. 1 st , 2025 pay period.
Article 28 Section 2	TRADE TIME -Amended to allow cash paybacks for trades for official union business only. -Amended to allow employees to trade for union business at the IAFF's costs.
Article 30 Section 2	TEMPORARY LIGHT- DUTY -#10: Removed "for more than thirty (30) calendar days" and inserted "immediately" and "rates" in the sentence. -Added the following sentence: "It is understood that the employee's current balances will not be converted." -Employees on temporary light-duty would immediately have their leave accrual converted to a 40-hour work week accrual; provided that employees' current balances will not be converted in these circumstances.
Article 32 Section 1	MINIMUM STAFFING -Clean-up language to remove the previous agreement's effective date. -Increased minimum staffing from 16 to 18 to reflect current practice.
Section 2	-Amended the section to state the City will hire three additional employees prior to October 1, 2023, and an additional three employees prior to October 1, 2025.
Section 6	-Technical clean-up change to remove "after April 1, 2020."
Article 33 Section 1	COMPENSATORY TIME -Reduced the maximum number of compensatory time hours allowed to be accrued from 120 hours to 96 hours. -Added the following sentence: "Effective October 1, 2023, a maximum of one (1) employee shall be allowed to utilize compensatory time per each duty shift." -Added a paragraph to explain what occurs with employees who have over 96 hours of compensatory time accrued on the effective date of this Agreement.
Article 35 Sections 1-4	PAY SCALE -Technical changes to change the years to match current contract periods.
Section 1	-Change made to replace "three percent (3%) increase" with "six percent (6%) increase" to the base wages.

Section 2	-Change made to replace “three percent (3%) increase” with “four percent (4%) increase” to the base wages.
Section 5	-Removed the entire section regarding placement of Captains and Battalion Chiefs at Step 1 per previous contract’s Pay Scale placement.
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Article 38 Title & Sections 1-2	POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT (HRA) PLAN -Technical changes throughout entire article, including title, to replace the “post-employment health insurance plan” with “post-employment health retirement account (HRA) plan” throughout.
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Article 40 (NEW) Section 1	WELLNESS COMMITTEE -New section to establish and maintain a Wellness Committee.
Section 2	-New section to establish annual funding for the Wellness Committee and establish how to purchase new City equipment using the established funds.
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Article 44 (prev. 43)	DURATION OF AGREEMENT -Changes made to year effective dates from “2019” to “2023” and “2023” to “2027.” -Change made to replace “September 1, 2022,” with “September 1, 2026,” in relation to the proposal exchange date for the next contract negotiations. -Change made to update the name of the IAFF Secretary.
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