



COLLECTIVE BARGAINING AGREEMENT

CITY OF HASTINGS, NEBRASKA

and

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL UNION 675**

**Fiscal Year 2013 – 2014
Fiscal Year 2014 – 2015
Fiscal Year 2015 – 2016
Fiscal Year 2016 – 2017**

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ARTICLE 1 - RECOGNITION

Section 1.

The City recognizes the Union as the sole and exclusive bargaining representative for all full-time fire captains, lieutenants, firefighter/paramedics and firefighters of the Hastings Fire Department.

Section 2.

The term "employee", as used elsewhere in this agreement means individuals employed in those job classifications, which are included in the recognized bargaining unit as set forth in Section 1 hereof whether or not they are a member of the Union.

Section 3.

The City recognizes the Union as the sole collective bargaining agent in regard to wages, hours of work, and conditions of employment for employees as defined in Sections 1 and 2 above.

Section 4.

The Union recognizes the responsibility imposed on it as the exclusive bargaining agent for the employees of the fire department of the City. The Union therefore agrees that it will cooperate with the City and support its efforts in training to assure a full day's work on the part of its members, and that it will combat "absenteeism". The Union further agrees that it will support the City in its efforts to eliminate waste and conserve materials and supplies.

ARTICLE 2 - DISCRIMINATION

The Union and the City fully agree that no partiality and/or discrimination shall be shown against anyone on the basis of race, creed, color, national origin, age, ancestry, sex, or religion.

ARTICLE 3 - HOURS OF WORK & OVERTIME PAY

Section 1. Work Day And Work Week

The City shall establish the workday, the work period, and work schedules as permitted by law.

Section 2. Hours Scheduled

Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle. For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.

Section 3. Changes In Work Schedule

All changes in the work day, work period, work schedules, and shift assignments, except in cases of emergency, shall be posted for all affected employees to see at least fourteen (14)

calendar days before the change is effective.

Section 4. Overtime

Overtime work shall be authorized in the following cases:

- A. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
- B. Where a position must be manned and another employee is not available to work.
- C. To provide essential services when such services cannot be provided by overlapping work schedules.
- D. When the City determines that utilization of present employees is more advantageous to the City than hiring additional personnel.
- E. No employee shall be regularly scheduled to work overtime without the approval of the Fire Chief or authorized representative.
- F. Overtime work shall be authorized in advance, except in cases of emergency, as delegated by the Fire Chief or authorized representative.

Section 5. Hours Worked

For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. For purposes of calculating overtime, hours worked shall include actual hours worked. Any payment for time not actually worked (leave hours) shall not count towards the calculation of overtime.

Section 6. Eligibility

Employees will be eligible for overtime pay for hours worked in excess of their scheduled hours in each 14-day pay period (96 or 120 hours). Overtime work shall be compensated in cash or compensatory time at the rate of one and one-half (1 ½) times the number of actual hours worked in excess of the hours scheduled. The maximum compensatory time accrual balance shall be 100 hours.

Section 7. Unit Of Pay

Overtime shall be accrued and compensated for in one-quarter (1/4) hour units for non-emergency call-back.

Section 8. Half-Time Pay

Employees who work between 212 and 216 hours in a 28-day cycle shall receive additional half-time (½) pay for each hour worked between 212 and 216 hours. Paid leave shall not be included in hours worked in determining half-time pay.

Section 9. Emergency Call To Duty

If an employee is called to duty during off-duty time, such employee shall be paid for a

minimum of two (2) hours, or the actual number of hours worked, whichever is greater, at the rate of one and one-half (1½) times the employee's regular rate of pay. Any part of a half hour shall constitute one (1) full half (1/2) hour for pay purposes in such instances.

An employee called to duty will be released as soon as the situation necessitating the call is completed and sufficient on-duty personnel are again available to handle the normal call volume. However, employees called to duty again during the initial two (2) hour period will not be allowed to claim a second two (2) hours while being paid for the initial two (2) hour period. *(For example, if an employee is called and arrives at 9am and is released 9:30 the two hour period begins at 9am and will be paid for 2 hours. If the employee is called again and arrives at 10:15 and leaves at 11:30pm, this call is still part of the original call. However, it went beyond the initial 2 hour period so the employee would be paid for 2.5 hours.)*

When an employee is required to stay beyond the end of the employee's shift, such employee shall be compensated at time and one-half for the actual number of hours worked as a continuation of shift pay if overtime is merited. Paid leave taken shall not be included in hours worked in determining if time and one-half is merited. The City Administrator may authorize exceptions to these rules as deemed necessary on a case-by-case basis.

For pay purposes, time commences at the time of arrival. Emergency call to duty may not be cancelled by page. Payment will only be made for authorized pages or calls by the department head or authorized representative for all employees who responded to their page or call-in.

The City shall provide paging devices. The employee shall be responsible for the care of the pager as he/she is with any other property entrusted to him/her. Maintenance and replacement of pagers shall be the responsibility of the City.

For purposes of this section, "page" shall be generally defined as contact through paging devices requesting assistance of all firefighters so paged.

Section 10. Daylight Savings Time

Employees who work a full shift on the day that daylight savings time begins each year shall be compensated for twenty-four (24) hours. Similarly, employees who work a full-shift on the day that daylight savings time ends each year shall be compensated for twenty-four (24) hours; it being the intent of the Union that two daylight savings time shifts be treated as any other twenty-four (24) hour shift.

Section 11. Specialty Pay

Employees assigned as Acting Officer due to the absence of both the on-duty Captain and Lieutenant shall be entitled to overtime pay. If the employee is appointed as Acting Officer for a minimum of four (4) hours and no more than twelve (12) hours, the employee shall receive one-half (½) hour of overtime compensation at time and one-half (1 ½). If the employee is appointed Acting Officer for more than twelve (12) hours, the employee shall receive one (1) hour of overtime at time and one-half (1 ½). No employee shall be assigned as Acting Officer unless directed to do so by the Fire Chief or designated representative.

ARTICLE 4 - WAGES, PROMOTION AND DEMOTION

Section 1. Pay Plan

The pay plan for this agreement is set forth in Attachment A of this agreement, said pay plan being for the 2013-2014 fiscal year.

The pay schedules for the job titles covered by this Agreement for each fiscal year shall be established each year as computed by the following methodology:

A. Array. The array to be used for the positions of Firefighter, Fire Lieutenant, and Fire Captain will consist of the following Nebraska cities:

Beatrice	Norfolk
Columbus	North Platte
Fremont	

The City and the Union agree that the Fire Department positions in the cities listed above are sufficiently similar to the corresponding Hastings Fire Department positions such that salary data can be compared for the purpose of determining the salary for the period in question.

B. Survey. On May 1 of each year, a survey document signed by the President of the IAFF and the City Administrator shall be mailed to the City Manager/Administrator of each city in the above-named array requesting minimum and maximum salary data on an annual basis for the positions of Firefighter, Firefighter/Paramedic, Fire Lieutenant and Fire Captain. For each city in the array, the survey shall request the actual salaries in effect on May 1 of that year. The complete survey sheets will be returned by the respondents to the City Administrator who will provide copies as they are received to the President of the IAFF. If it appears that one or more cities in the array have not timely responded to the survey, the President of the Union and the City Administrator shall jointly contact the city.

C. Analysis. Within seven (7) days of receiving all completed surveys, the City Administrator and the President of the IAFF Union shall meet and analyze the survey responses. The following computations shall be performed:

Mean—the arithmetic average of the survey responses. The minimum salaries for each city shall be summed and divided by the number of responses. The maximum salaries for each city shall be summed and divided by the number of responses. This step will identify the mean or average salary in the array for the minimum step of the pay grade and the maximum step of the pay grade.

Median—the city that is in the middle of the range. This shall be determined by counting the number of cities that responded for each position. If the number is an odd number, the midpoint is the city that has an equal number of cities ranked in ascending order by compensation above and below it. If the number of responding cities is an even number, the midpoint shall be calculated by averaging the two cities that have an equal number of cities above and below it.

The midpoint shall be calculated for the minimum pay step and the maximum pay step.

Midpoint—the midpoint compensation shall be determined by averaging the mean and the median. The midpoint shall be calculated for both the minimum and maximum step. The result of these calculations would then be converted to hourly amounts based on the work schedule of two thousand eight hundred and eight (2,808) hours per year.

D. Salary Determination. Salary shall be determined and paid to affected employees by computing the hourly target minimum and hourly target maximum into an eight (8) step salary schedule.

Timeframes between each step will be as follows:

Step 1	6 months
Step 2	1 year
Step 3	1 year
Step 4	1 year
Step 5	1 year
Step 6	1 year
Step 7	1 year
Step 8	Top

All increases in pay resulting from the methodology contained herein shall be computed and payable from the regular pay period closest to October 1 of each year.

Section 2. Merit Pay Increases

Employees shall be granted a one step advance in pay in the same salary range, under the following conditions:

- A. From Step 1: Upon completion of the established probationary period in Step 1 with an overall performance evaluation rating of satisfactory or higher.
- B. From Steps Above Step 1: Upon completion of the required length of service in respective steps, as shown in the pay plan, with an overall performance evaluation rating of satisfactory or higher, provided that no employee shall be granted a step increase in pay within one year following a documented disciplinary action other than an oral or written reprimand, or an unsatisfactory performance evaluation.

Section 3. Promotion, Demotion & Transfers

When an employee is promoted, demoted, or reclassified, his/her rate of pay in the new position shall be determined as follows:

- A. Promotion: New rate of pay shall be that pay grade/salary range established in the pay plan for the position. The pay step for the promoted employee shall be established such that the employee receives the equivalent of a one-step pay increase as a minimum. A new base pay date shall be established as of the date of the promotion.

- B. Demotion: New rate of pay shall be that prescribed for the new salary range/pay grade in the same step as the employee held in the former salary range and a new base pay date shall be established as of the date of demotion.
- C. Transfer Between Positions: When an employee transfers between positions within the same pay grade/salary range, his/her rate of pay shall remain unchanged.

ARTICLE 5 - EMPLOYEE PROBATION PERIOD

Section 1. New and Returning Employees

Every new employee and returning former employee shall serve a probationary period as prescribed by state law during which time he/she may be discharged without cause being shown at the discretion of the Fire Chief or the appointing authority. Neither the probationary employee nor the Union shall have the right to process a grievance because of his/her discharge.

Section 2. Promoted Employees

Every promoted employee shall serve a probationary period of six (6) months. A promoted employee who, during the promotion probationary period, is determined to be unwilling or unable to satisfactorily perform the duties required of the position to which promoted shall be returned to the position held prior to promotion.

Section 3. Employment Status

An employee who has successfully completed a probationary period shall be designated as a permanent status employee. Employees who were formerly employed by the City must satisfactorily complete a probationary period to be designated as a permanent status employee.

ARTICLE 6 - TERMINATIONS

Section 1. Notice of Resignation

All employees must meet the following conditions in order to be considered in "good standing":

1. Employee must give the Fire Chief or City Administrator written notice at least fourteen (14) calendar days prior to resignation unless the Fire Chief or City Administrator agrees to a shorter period. A notice of resignation form is available for the written notice. Failure to do so may, at the discretion of the Fire Chief or City Administrator, be reason for treating the resignation as a dismissal and the refusal of subsequent good references. In the case of dismissal, the action may be made effective immediately or the employee may be given two (2) week's notice at the discretion of the Fire Chief.
2. The employee must turn in all keys, uniforms, City identification, equipment, etc. which were provided by the City as part of employment before his/her last day of employment.

3. The employee provides a forwarding address for future correspondence.

Section 2. Retirement

Employees are asked to give a minimum of thirty (30) day written notice prior to the effective date of retirement.

Section 3. Effective Date

The effective date (termination date) shall be the last day worked, and unless otherwise agreed, or as required by state or federal law.

Section 4. Pay At Termination

At the time of resignation, dismissal, death or retirement, the following benefits apply:

1. All unused accrued vacation leave will be paid.
2. Group term life insurance will remain in effect until the last day of the month in which the employee's last day of employment occurs.
3. Health insurance will remain in effect until the last day of the month in which the employee's last day of employment occurs. The employee may be eligible for COBRA continuation coverage as prescribed by Federal law.
4. Accrued compensatory leave will be paid to employees who have accumulated time approved by the Fire Chief.
5. Accrued holiday hours will be paid to employees who have accumulated holiday hours. If a holiday occurs the day immediately following the employee's last date of employment, the employee is not eligible for holiday pay.
6. Sick leave shall be paid according to Article 9, Section 8. Compensation at Termination.

Leave time available to the employee as of the termination date shall be paid to the employee as a lump sum, and shall not serve to extend the termination date.

ARTICLE 7 - HOLIDAYS

Section 1. Holidays

The following holidays are observed each year for regular, full-time employees:

New Year's Day	January 1 st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th

Thanksgiving Day
Christmas Day

Fourth Thursday in November
December 25th

All holidays shall be observed on the calendar date upon which it falls, including Saturdays and Sundays, for the purpose of paying holiday compensation.

Section 2. Holiday Pay

- A. Employees shall be paid twelve (12) hours pay at their regular hourly rate for each of the ten holidays designated in Section 1, whether they worked the holiday or were off duty; this is in addition to their regular salary.
- B. If an employee who is not scheduled to work on a holiday is called in or paged to work on that day, he/she shall receive pay at a rate set out in Article 3, Section 9, in addition to the twelve (12) hours holiday pay as set forth above.
- C. If an observed holiday falls during an employee's vacation, banked holiday hours, sick leave, and compensatory leave period, such observed holiday shall not be charged against the employee's leave hours.

Section 3. Eligibility for Holiday Pay

No employee shall be eligible for holiday pay status unless such employee was in an active pay status on his/her last regularly scheduled day before the holiday and first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

Section 4. Personal Day

Employees with one complete year of service shall be eligible for one (1) non-cumulative personal holiday each fiscal year that shall equal one (1) shift of twenty-four (24) hours. Requests to use a personal day will be approved in the same manner as vacation.

ARTICLE 8 - VACATION LEAVE

Section 1. Purpose

Generally vacations are granted to an employee to rest and recuperate and therefore must be taken to collect any vacation pay.

Section 2. Accrual

Vacation leave shall accrue to full-time employees based on years of service from the time they are hired (anniversary date). The rate of accrual for full-time employees is as follows:

- A. On the employee's first year employment anniversary the employee will receive 108 hours of vacation leave. Employees shall have two weeks of vacation (108 hours) of annual vacation leave until their third anniversary date. Vacation leave shall accrue at a rate of 9 hours of vacation per month. *(For example, an employee hired on 11-3-13 will receive 108 hours of vacation on 11-3-14 and will begin earning 9 hours each month starting 12-1-14.)*

- B. On the employee's third year employment anniversary, and continuing through the fifth year of employment, employees shall accrue at a rate of 10 hours of vacation per month (120 hours per year). *(For example, an employee hired 11-3-13 will change to 10 hours per month effective 11-3-16. This will be show on the first payroll in December which accrues for November.)*
- C. On the employee's sixth year employment anniversary, and continuing through the tenth year of employment, employees shall accrue at a rate of 14 hours of vacation per month (168 hours per year). *(For example, an employee hired 11-3-13 will change to 14 hours per month effective 11-3-19. This will be show on the first payroll in December which accrues for November.)*
- D. On the employee's eleventh year employment anniversary, and continuing through the thirteenth year of employment, employees shall accrue at a rate of 16 hours of vacation per month (192 hours per year). *(For example, an employee hired 11-3-13 will change to 16 hours per month effective 11-3-24. This will be show on the first payroll in December which accrues for November.)*
- E. On the employee's fourteenth year employment anniversary, and continuing through the twentieth year of employment, employees shall accrue at a rate of 18 hours of vacation per month (216 hours per year). *(For example, an employee hired 11-3-13 will change to 18 hours per month effective 11-3-27. This will be show on the first payroll in December which accrues for November.)*
- F. On the employee's twenty-first year employment anniversary, and for the duration of their employment, employees shall accrue 20 hours of vacation per month (240 hours per year). *(For example, an employee hired 11-3-13 will change to 20 hours per month effective 11-3-34. This will be show on the first payroll in December which accrues for November.)*
- G. Employees will not collect any vacation benefits until after completion of one (1) full year of service.

Section 3. Forfeiture and Carry-over

All vacation time shall be taken during the twenty-four (24) months following the end of the year in which it is earned. Earned vacation hours not taken within the prescribed time are forfeited, and no employee shall be paid for vacation which is forfeited. If, due to circumstances beyond the employee's control, he/she is unable to take vacation within the prescribed time, the department head may extend the prescribed time so that the vacation is not lost. Vacation leave shall accrue to an employee by months in which he/she is in paid status more than half a month. Termination date shall be the last day worked, and unless otherwise agreed, or as required by state or federal law, no benefits shall accrue after that date. Vacation or other leave time available to the employee as of the termination date shall be paid to the employee as a lump sum, and shall not serve to extend the termination date.

Section 4. Scheduling of Vacation Leave

Each employee shall apply to his/her department head for vacation leave. The department head shall give first consideration to an employee's vacation request at the time of application. When simultaneous vacation requests have been submitted, years of continuous service shall be the basis for resolving such conflicts. The department head shall make every effort to accommodate all employee vacation leave requests while taking into account the staffing requirements of the department. The department head shall not schedule the use of vacation time for employees for the purpose of avoiding FLSA requirements as to overtime compensation.

Section 5. Rate of Pay

Vacation pay shall be computed by the employee's basic wage rate at the time the vacation is taken.

ARTICLE 9 - SICK LEAVE

Section 1. Amount Authorized

Permanent full-time employees shall accrue sixteen and one-half (16.5) hours of sick leave for each month of service. Sick leave shall be accrued for any month in which an employee is in active pay status for more than half of that month and not during a month when he/she begins employment on or after the 16th nor during a month when he/she leaves employment on or before the 15th.

An employee may accumulate up to one thousand eight hundred (1,800) hours of sick leave. Sick leave shall not be granted in advance of accrual, but vacation leave or leave without pay or both may be authorized by the Fire Chief when an employee has exhausted his/her sick leave.

Section 2. Compensation

Compensation for sick leave shall be made during the pay period it is taken at the same rate of pay the employee would otherwise be entitled to at his/her current rate of pay and work schedule without the inclusion of any overtime factor.

Section 3. Use of Sick Leave

An employee may use sick leave hours for sickness or injury, or when attendance at duty may jeopardize the health of others. Non-emergency medical exams or treatment shall be scheduled whenever possible during off-duty hours.

An employee who requests sick leave which fills gaps within or time during previously authorized leave (vacation, comp time, etc.), will be required to provide medical documentation, at the employee's expense, for the requested time off.

Section 4. Proof of Illness

An employee using more than two (2) consecutive shifts for himself/herself shall provide an attending physician's statement to the Fire Chief releasing the employee to return to work. An employee on sick leave due to illness or injury shall be required to produce a doctor's statement as to the nature and extent of illness or injury if requested to do so by the Fire Chief. The City shall have the right to require the employee to be examined by the City physician and/or pass a Physical Capacity Profile examination at its expense.

Section 5. Reports on Condition

When an employee finds it necessary to utilize sick leave, the employee or a member of the employee's household shall notify his or her supervisor as soon as possible prior to the scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably

possible to do so, sick leave shall not be approved. An employee must keep his/her supervisor informed of the employee's condition.

Section 6. Fraudulent Use

Sick leave is deemed a privilege that is to be used only by the employee in the event of sickness, except as otherwise provided herein. The City may investigate any sick leave taken by an employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal. The Fire Chief may suspend an employee's accumulation and use of sick leave for up to six (6) months. Such employee shall not be paid for or earn any sick days during such suspension.

Section 7. Immediate Family

In addition to sick leave for employee illness or injury, sick leave may be used when it is medically necessary as determined by a physician for the employee to be with an immediate family member. Immediate family is limited to spouse, parent, parent-in-law, child or step-child of the employee. "Child" shall include biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing "in loco parentis".

Sick leave shall not be used for custodial care, baby-sitting, etc. In such cases, other leave time or leave without pay shall be used.

Physician's certificates are required for family sick leave benefits if the employee is off work more than twenty-four (24) hours per incident.

There shall be an annual limit of two hundred sixteen (216) hours in any twelve (12) month period for sick leave for immediate family members subject to the employee having that much sick leave.

Section 8. Compensation at Termination

Upon termination of employment, an employee who has been employed by the City for a period of not less than ten (10) continuous years, shall be compensated for accumulated sick leave; provided however, an employee who is terminated for cause other than disability shall not be eligible for this benefit. The amount of compensation shall be twenty-five percent (25%) of the accumulated sick leave. Employees who die while in the employ of the City shall receive payment for accumulated sick leave at the rate specified herein regardless of their years of service. As the City establishes a health care reimbursement program the amount paid will be credited to the program at that time.

ARTICLE 10 - FUNERAL LEAVE

Section 1. Funeral Leave

When a permanent full-time employee is absent from work because of the necessity of arranging for and attending the funeral of a member of his immediate family, he/she shall be allowed one full shift (24 hours) leave, provided that:

- A. The employee is on the active payroll on the date of the death of a member of the immediate family;
- B. The employee notified his/her department head or authorized representative as soon as practicable of this purpose of his/her absence and not later than 24 hours before the day the funeral leave is to be taken;
- C. In the event the death occurs on a day on which the employee is on duty, he/she may immediately leave upon notifying the Chief or his/her designee and take sick leave for the remainder of that shift, and that day shall not count as the funeral leave day described above;
- D. No payment will be made for any day of absence that is later than the day of such funeral. However, where the employee attends the funeral at a location where the reasonable time to travel extends the absence beyond the day of such funeral, an extension may be granted;
- E. For the purposes of this section, the immediate family is hereby defined as parent, parent-in-law, spouse, child, stepchild, grandchild, brother or sister, brother-in-law or sister-in-law, daughter-in-law, son-in-law, or grandparent of a regular full-time employee;
- F. Employees shall be allowed time off to attend the funeral of an aunt or an uncle, provided that the employee shall be required to use vacation leave or accrued compensatory time for this purpose.
- G. If the employee requests additional time off and the Fire Chief approves such request, such additional time shall be charged against the employee's sick leave.

Section 2. Pall Bearer

A period of four (4) hours of sick leave will be allowed when an employee is required to act as a pallbearer.

ARTICLE 11 - LEAVE OF ABSENCE

Section 1. Non-Medical

The Fire Chief may, with the approval of the City Administrator, grant a non-medical leave of absence without pay to an employee for any good cause when it is in the best interest of the City. The Fire Chief may grant an employee leave without pay for a specified time not to exceed six (6) calendar months. During this leave without pay, the employee may elect to continue health insurance coverage and health insurance benefits with the full premium paid by the employee.

Section 2. Conditions Of Use

Leave without pay shall be subject to the following provisions:

- A. The employee must submit a written request to the Fire Chief to be approved by the City Administrator stating the reasons for the request at least fifteen (15) working days prior to the date the leave would begin.
- B. All leave balances (vacation, sick leave when appropriate, banked holiday hours and comp time) must be used before leave without pay can be applied.
- C. At the expiration of leave without pay, the employee shall return to the position held prior to the leave.
- D. Vacation and sick leave hours and holiday pay shall not be earned during leave without pay.
- E. A leave without pay shall not constitute a break in service.
- F. Failure to report promptly at the expiration of the leave of absence shall be considered a resignation.
- G. A leave of absence without pay shall not be allowed for any employee to work for another employer, or for self-employment.

ARTICLE 12 - INJURY LEAVE

When an employee is injured on the job, he/she shall be paid in accordance with the provisions of Nebraska state law.

ARTICLE 13 - HEALTH AND WELFARE INSURANCE

Section 1. Health Insurance

The City agrees to provide medical insurance during the term of this agreement. Employees shall pay one hundred percent (100%) of comparable employee participation as reflected in an annual survey to be conducted at the same time as the annual wage survey. These new amounts shall be effective October 1 of each year throughout the contract.

The City reserves the right to substitute existing health insurance and major medical with a comparable plan from another company.

Section 2. Life Insurance

The City agrees to pay premiums to provide term life insurance in the amount equal to the employee's annual base salary rounded to the nearest thousand dollars. The maximum coverage shall be \$50,000.

Section 3. Dental Insurance

The City agrees to pay \$20.00 per month towards the dental insurance premium for the selected coverage for all employees enrolled in dental insurance. The employee will be responsible to pay the cost of the insurance premium above this amount.

ARTICLE 14 - PHYSICAL EXAMINATION

Section 1. Upon Appointment

All applicants receiving an appointment to a permanent position are required to take a physical examination at the City's expense. This examination must be given by the City physician or his designee, and approved by him and the Civil Service Commission before the appointee begins work.

Section 2. Annual

Thereafter, employees shall take an annual physical at the City's expense by a physician designated by the City. Chest x-rays will be conducted every five years. Any employee exposed to chemicals or hazardous materials shall receive full follow-up testing related to the exposure.

ARTICLE 15 - CLOTHING ALLOWANCE

Section 1. Gear provided

All day wear uniforms and personal protective gear required by the City except for station shoes shall be provided by the City. Any items currently owned by employees will remain in service until retired and replaced at the sole discretion of the Fire Chief.

Section 2. Annual allowance

On January 1st of each year, each employee shall receive the allotment of \$100 for the purchase of station shoes.

Section 3. Replacement

All such equipment shall be issued in a safe and workable condition and shall be the property of the City, returnable upon retirement, termination of service, suspension or layoff. All gear shall be inspected annually by the City and any equipment lost or damaged in the course of duty shall be replaced by the City.

ARTICLE 16 - DRUG AND ALCOHOL FREE WORKPLACE POLICY

Employees shall comply with the City's Drug and Alcohol Free Workplace Policy.

ARTICLE 17 - SAFETY COMMITTEE

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of two members in good standing of IAFF Local 675, the Fire Training Officer and one member designated by the City who may or may not be a Fire Department member. One firefighter and one officer shall be among the union representatives.

The safety committee will meet at least every 90 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential

equipment, and/or apparatus deficiencies will be noted and addressed in a timely manner. The final or prime responsibility of the safety program lies with the Fire Chief. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1. Purpose

The City encourages employees to informally take any job-related complaints to their immediate supervisor who shall attempt to understand all points of view and provide clear and timely responses to all complaints. An employee who is not satisfied with the results is entitled to bring forward a grievance without retribution, discrimination, or harassment.

Section 2. Definition

A grievance for the purpose of this agreement refers to a question of interpretation, application, and meaning of the terms of this labor agreement. A grievance may be presented individually by the employee, by the employee and the union, by the Fire Chief, or by the City Administrator.

Section 3. Procedure

Grievances will be addressed according to the following guidelines, with all references to days being calendar days. The grievance procedure shall be filed using the step beginning with the supervisor in the lowest on the chain of command that has the authority to resolve the grievance.

The grievance must be in writing and contain the following:

- A. clearly state the basis for the complaint;
- B. the act or acts of commission or omission;
- C. the exact date of the act or acts;
- D. the identity of the party or parties who claim to be aggrieved;
- E. the identity of the party or parties alleged to have caused the grievance;
- F. the specific provision of the city ordinances, personnel rules, or contract that is alleged to have been violated; and
- G. the remedy requested.

Step 1 - An employee shall notify his/her immediate supervisor or designee about the grievance within five (5) days of the incident in question.

Within five (5) days after being notified of the grievance, the supervisor will:

- 1. document receipt of the grievance;
- 2. investigate the circumstances surrounding the grievance, including interviewing the employee to clarify the issues involved;
- 3. initiate any corrective action, if necessary; and
- 4. inform the employee of the decision or action to resolve the grievance.

Step 2 – If the grievance is not resolved to the satisfaction of the employee, the employee may submit the written grievance to the Fire Chief within five (5) days of the date he/she was informed of the immediate supervisor’s decision.

Within five (5) days after receiving the written grievance, the Fire Chief will:

1. document receipt of the grievance;
2. investigate the circumstances surrounding the grievance, including examining related documentation and interviewing the employee and immediate supervisor;
3. confirm, reject or alter the immediate supervisor’s decision and initiate corrective action, if necessary; and
4. provide the employee, immediate supervisor and Human Resources Technician with copies of the written decision.

Step 3 – If the Fire Chief does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal with the City Administrator within five (5) days of receiving the Fire Chief’s written decision.

Within ten (10) days of receiving the written appeal, the City Administrator will:

1. document receipt of the grievance;
2. investigate the circumstances surrounding the grievance, including examining related documentation and interviewing the employee, immediate supervisor and Fire Chief; and
3. render a decision.

Step 4 – If the City Administrator does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal with the Civil Service Commission within five (5) days of receiving the City Administrator’s written decision.

Thereafter, the resolution of such grievance shall be handled in accordance with the applicable portions of the Hastings City Code and the rules of the Civil Service Commission promulgated pursuant thereto, all of which are hereby incorporated by reference in this agreement.

Step 5 – Any party shall have the right to appeal the decision of the Civil Service Commission to the District Court as provided under applicable Nebraska law.

Any grievance filed, which resulted from termination or suspension for more than ten (10) days, shall be filed directly to the City Administrator, or his/her designated representative, within ten (10) days after the employee received notification of the disciplinary action.

Under no circumstance shall an employee go to the Mayor or a City Council member with a grievance.

Section 4. Time limitations

Late filing of a grievance at any stage of the procedure may bar its consideration. Similarly, failure of management to provide a written response within the time required shall allow the employee to take the grievance to the next step. Time limits may be shortened,

expanded or waived at any time by mutual agreement of the employee and the responding party.

The term “days” as used in this article shall mean calendar days. If the last day of the time period falls on a Saturday, Sunday and/or City recognized holiday the period shall extend until the end of the next day.

Section 5. Representation

The employee shall have the right to have representation of his/her choice in any step of the grievance procedure.

Section 6. Presentation

The grieving party will present all grievances in person. Time used to present a grievance or appeal while off duty will not be paid by the City and permission to be absent from duty to present a grievance must be obtained in advance. Permission will not be unreasonably denied. Employees shall not abuse their privilege to leave their station or interrupt work to discuss or present grievances to any Union or other representative, except as provided herein.

Section 7. Limitations

The grievance procedure shall not be used to change any provisions already agreed upon in this agreement.

ARTICLE 19 - PROHIBITION OF STRIKE

Section 1. Prohibition of Strike

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 and intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage and condone or encourage any person to participate in any strike, slow down, mass resignation, mass absenteeism or any type of concerted work stoppage. The Union shall not aid or assist any person or parties engaged in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds or their assistance for the conduct or direction of such activities, or for the payment of strike, employment of other benefits to those persons or parties participating in prohibited conduct and activities; provided however, the Union may provide legal representation to members. 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 for the acts or actions hereinbefore enumerated if not caused or authorized directly or indirectly by the Union.

Section 2. Union Responsibility

Upon notification confirmed in writing by the City to the Union that certain of its members are engaged in a “wild cat” strike, the Union shall immediately, in writing, order such members to return to work at once and provide the City with a copy of such order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a “wild cat” strike is in progress or is taking place, or that

any particular member is or has engaged in a “wild cat” strike. The notification shall be made solely on the representations of the city. In the event that a “wild cat” strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the members’ return to work as promptly as possible. In the absence of a prompt return to work such absent employee shall be deemed to be absent without leave and shall be subject to disciplinary action including dismissal as provided in the policies of the City and Civil Service Commission. The City agrees that it shall not lock out employees because of a labor dispute.

ARTICLE 20 - UNION SECURITY

Section 1.

The security of the Union shall be determined by the attraction of the Union to the full-time employees of the department.

Section 2.

All full-time employees as defined by Article 1, Section 1, and in accordance with state law, shall be free to exercise their free choice as to whether to join or not to join the Union.

Section 3.

While the Union is free to seek membership on and off the City premises during the free time of an employee, the Union, its officers or members shall not intimidate, threaten or coerce employees into joining or continuing membership therein, nor will the City intimidate, threaten or coerce employees regarding membership in the Union.

Section 4.

The Union shall be free to collect Union dues, fines, fees and assessments (as provided in its Constitution) from the individual employees who choose to pay them so long as the Union representatives do not trespass upon City property without permission or seek in any way to interfere with any employee during work time.

Section 5.

The union may conduct meetings on the department premises subject to the approval of the Fire Chief, which approval will not be unreasonably withheld.

ARTICLE 21 - UNION DUES CHECKOFF

Section 1. Recognition

The City shall, in accordance with the provisions of this Article, deduct certified regular monthly union dues from the pay of each employee, provided that at the time of such deduction the City has in its possession an unrevoked written authorization, executed by the employee; and provided further that such deductions shall be only to the extent of those monies available after all other required and authorized deductions have been made.

The City shall check off only certified monthly dues for the month involved. If the pay of the employee is insufficient to permit such checkoff, such dues shall not be deducted from subsequent pay periods. In such event, it shall be the Union's responsibility to collect these dues from the employee. If the City deducts dues pursuant to the provisions of this Agreement and the employee has made a duplicate payment to the Union directly, it shall be the responsibility of the employee to collect such duplicate payment from the Union.

Section 2. Revocation

Any such written authorization from any employee covered by this Agreement may be canceled or revoked by the employee by written notification thereof to the Union and the City.

Section 3. Remittance

The Union dues shall be deducted monthly from the first pay period of the month for that month's dues. The City shall remit such sums so deducted to the Treasurer of International Association of Firefighters Local Union 675 within fifteen (15) days from the date of such pay day.

The Union shall provide the City thirty (30) days written notice of any certified change in the amount of monthly union dues.

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

Section 4. Indemnification

The Union agrees to indemnify and hold the City harmless against any and all claims, suits and orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under provisions of this Article.

ARTICLE 22 - BULLETIN BOARD AND PARKING AREAS

Section 1. Bulletin Board

The department agrees to provide wall space where the Union may put up its own bulletin board. The Union may post notices of meetings or other business or social matters of the Union. However, nothing of a political nature and nothing of a derogatory nature concerning the City, department or individuals shall be posted on such bulletin board. Any violation of the Article by the Union shall entitle the department to immediately cancel the provisions of this section and prohibit the Union from further use of the bulletin board.

Section 2. Parking Areas

The City will provide lighted and paved parking areas for parking of autos and similar vehicles of fire department personnel. Such areas may be used for other departmental purposes.

ARTICLE 23 - UNION BUSINESS

Section 1. Negotiations

Union officials, not exceeding three (3) in number, shall be granted leave from duty with pay for all meetings between the City and the Union for the purpose of negotiating the terms of an agreement when such meetings actually take place at a time during which such employees are on duty.

Section 2. Conventions

Union officials, not exceeding two (2) in number, may be granted leave from duty without pay for the purpose of attending official and authorized Union conventions when it has been determined by the Fire Chief that such absences will not hinder the effective operation of the department. Such leave shall be contingent upon written request by the Union to the Fire Chief no less than fourteen (14) days in advance of the first day of the requested leave. Proof of attendance shall be provided.

ARTICLE 24 - MANAGEMENT OF THE DEPARTMENT

The City retains and shall continue to exercise any and all rights, authority, powers and privileges which it had prior to the execution of this agreement except only as such right, authorities, power and privileges are clearly and expressly relinquished by the specific provisions of this agreement. Included within such right, authority, powers and privileges, without limiting the generality of the foregoing, are the rights to determine the size of the working force and the number of employees required either temporarily or permanently in the fire department; the right to reprimand, suspend, discharge or otherwise discipline employees for cause determined to be just by the City; the right to determine the work and training to be done by employees of the fire department and to add additional or reduce jobs or positions; the right to determine and alter the means and methods of performing the work and to adopt new and/or different procedures, training, machinery and equipment; the right to hire, promote, train, demote, retire, transfer, lay off and recall employees to work; the right to establish hours of work and the number or hours and shifts to be worked within the terms of this agreement; the right to expand, move, reduce, alter, combine, transfer, assign or cease any job, operation or service; the right in all respects to contract with others for any such work of type or nature as the City may in good faith determine to be in its best interest; and the right to operate the business of the fire department in any manner that the City may deem to be most effective or expedient. All the rights, authorities, powers and privileges are subject to the provisions of the Hastings Civil Service Commission as well as the City ordinances and state and local laws. The City of Hastings specifically reserves the right to partially or entirely eliminate the fifty-four (54) hour workweek and to implement a forty (40) hour workweek or to lay off such number of employees as it deems appropriate, and implement a volunteer fire department. In the event any employee is transferred from an existing fifty-four (54) hour work week (twenty-four (24) hour shifts) to a forty (40) hour work week, that employee's compensation, including basic wage as well as other benefits, such as holidays, vacation time and sick leave, may be adjusted by the employer accordingly. It is understood that the terms of this agreement are written on the basis that the employees are working a fifty-four (54) hour workweek, and that the specific provisions of various articles may be adjusted by the City to reflect the change to a forty (40) hour workweek.

ARTICLE 25 - COVERAGE

The parties express and declare that they have bargained between them on all phases of hours, wages and working conditions and that this agreement represents their full and complete agreement without reservation or expressed or unexpressed understanding. Any aspect of hours, wages and working conditions not covered by any particular division of this working agreement is declared to have been expressly eliminated as a subject for bargaining during the life of this agreement and may not be raised for further bargaining or negotiations without the written consent of all the parties hereto. All matters not expressly covered by this agreement shall be governed by the Hastings Civil Service Commission, City ordinances and state and federal laws. The Union agrees to assist the City in its obligation to comply with the ADA.

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period of this contract.

ARTICLE 26 - LIABILITY

It shall be clear that the City and its officers shall be liable for fulfillment of this agreement, and the Union members and officer of the Union shall be equally liable for the fulfillment of all the terms of this agreement.

ARTICLE 27 - CASUAL EMPLOYEES

Casual employees may be employed as and where needed to supplement the regular full-time employees as long as no full-time employees are rendered below fifty-four (54) hours per week. This provision shall not operate to prevent the City from assigning employees to a forty (40) hour workweek, nor shall it prevent the City from eliminating its paid fire department and instituting a volunteer fire department.

ARTICLE 28 - SEPARABILITY

If any part of this agreement is now or shall hereafter be declared invalid or unenforceable by decree of a court of competent jurisdiction or through the enactment of federal or state legislation, the remainder of the agreement will continue in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this agreement.

ARTICLE 29 - PERSONNEL RECORD

Section 1. File Review

An employee shall be entitled to review his personnel record by appointment. Such approval shall not be unreasonably withheld or delayed.

Section 2. Copies Provided

Employees shall be given a copy of any evaluation, warning, reprimand, or other disciplinary action in writing and made a part of his/her personnel record within 10 calendar days after any such document is made a part of his personnel record and the employee shall sign the document placed in the file. In the event the employee fails or refuses to sign the document, the person requesting the signature shall make a note of that fact on the document, which notation of refusal shall be witnessed by a third party.

Section 3. Document Signature

The signing of any document or materials to be placed in the employee's personnel record will not indicate an agreement by the employee as to the contents of the documents or material, but will acknowledge that he/she has observed the same.

Section 4. Employee Response

The employee may, in lieu of processing a grievance, submit a written response to be placed in his personnel record and affixed to any personnel action taken by the employer within thirty (30) calendar days after such time as he has affixed his/her signature to the document reflecting the personnel action taken by the employer. Such response shall constitute and remain a part of the personnel record.

Section 5. Management Files

Management files may be maintained at the Fire Station for management use in the preparation of evaluations, tracking, verbal warnings, and maintaining a history not to exceed the past two years. Management files are not accessible to the employee being managed, only the manager or supervisor of the employee. Items placed in the Management file will be dated.

ARTICLE 30 - NEGOTIATIONS

Negotiations for the new contract or amendments to this contract shall commence no later than one hundred-twenty (120) days prior to the scheduled expiration date of this contract.

ARTICLE 31 - DURATION OF AGREEMENT

This agreement shall be effective on October 1, 2013 and shall continue in full force and effect until September 30, 2017.

Dated the _____ day of _____, 2013.

CITY OF HASTINGS NEBRASKA
A MUNICIPAL CORPORATION

HASTINGS FIREFIGHTERS
ASSOCIATION, LOCAL UNION
675, IAFF, AFL-CIO

BY: _____
Mayor

BY: _____
President

WITNESS:

City Clerk