

**CITY OF NORTH PLATTE, NEBRASKA**

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL #831 – AFL-CIO**

**COLLECTIVE BARGAINING AGREEMENT  
OCTOBER 1, 2022 – SEPTEMBER 30, 2024**

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**PREAMBLE**

This Agreement, entered into by the City of North Platte, Nebraska, hereinafter referred to as the Employer, and International Association of Firefighters, Local No. 831 AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences, and the delineation of the rights of the parties hereto.

## **ARTICLE I - UNION RECOGNITION**

**Section 1:** Pursuant to the certificate issued by the Nebraska Commission of Industrial Relations and modified by mutual consent of the parties, the Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time firefighters, lieutenants, captains, and battalion chiefs of the North Platte Fire Department.

**Section 2:** For the purposes of this contract, the term “shift personnel” shall refer to all full-time firefighters, lieutenants, captains, and battalion chiefs.

**Section 3:** Future positions within the fire department will be discussed by labor and management to determine the disposition of union representation.

## **ARTICLE II - MANAGEMENT RIGHTS**

**Section 1:** All management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement or statute are retained by the Employer and remain exclusively within the rights of the Employer. These rights, powers and authority include, but are not limited to, the right to manage and supervise all of their operations and establish work rules, regulations and other terms and conditions of employment; direction and arrangement of working forces including the right to hire, promote or not promote, suspend, discharge for cause, transfer, relieve employees from duty because of lack of work or other legitimate reasons; the determination of services to be provided; the determination of employee's work abilities; the location of the offices including the establishment of new offices and the relocation and closing of old offices; the determination of financial policies including accounting procedures and budget control; the determination of the management organization of the department and the selection of employees for promotion, transfer, or reorganization; maintenance of discipline and control and use of agency property; the subcontracting of unit work; all discharges for cause or disciplinary actions; the establishment of quality standards and judgment of workmanship required; the scheduling of operations and the time to be worked; and the right to enforce rules and regulations now in effect and which it may issue from time to time. It is specifically agreed that the above detailed listing of management rights shall in no way be deemed to exclude from other management prerogatives that may not have been specifically listed.

**Section 2:** The Union acknowledges the concept of inherent management rights and agrees that this concept shall be made fully applicable to the terms of this Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of the management rights clause of this Agreement.

**ARTICLE III - NONDISCRIMINATION**

**Section 1:** All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, creed, protected age (between ages 40 and 70), handicap, veteran status, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying the provisions of this Article. However, nothing in this section shall preclude the right of the Employer to require mandatory retirement after an employee attains the age of 70 years.

**Section 2:** All references to employees in this Agreement designate both sexes, and whenever the male and female gender is used, such term shall be construed to include both male and female employees.

**Section 3:** The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of unit employees to form, join, or assist labor organizations, or to refrain from any such activities, including the right to withdraw, revoke, or cancel association membership at anytime.

**Section 4:** The North Platte Fire Department will follow state statutes; 49-1499.03, 49-1499.07, 49-1499.04, and 49-1499.05 in determining employment and promotional decisions.

**ARTICLE IV - WORK STOPPAGES AND DISRUPTIONS**

**Section 1:** It is agreed that there shall be no strike, slowdown or other work stoppage which shall in any way hinder, delay, limit, or suspend the continuity or efficiency of services provided by the Employer. The term “strike” shall include sympathy strikes and all other actions by unit employees which result in a curtailment or hindrance of the performance of their duties whether related to a labor dispute against the Employer by any labor organization or group of employees or an individual or a dispute with another employer or entity by any labor organization, group of employees, or an individual. There shall be no refusal to cross any picket line whatsoever by any employee or group of employees.

**Section 2:** The Union agrees not to coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, or other work stoppage which could curtail, hinder, delay, limit, or suspend the continuity or efficiency of any service of the Employer.

**Section 3:** In addition to the legal prohibition against strikes by public employees, the Union specifically agrees that if bargaining unit members strike, refuse to cross any picket line, slow down, or institute a work stoppage which in any way hinders, delays, limits, or suspends the continuity of efficiency of any service of the department, any or all members participating in such activity shall be subject to disciplinary measures, including discharge. The appropriateness of such disciplinary measures, including discharge, shall be subject to the grievance procedures of this Agreement for the limited purpose of determining whether the employee actually participated in the actions which are the subject of such disciplinary action.



## **ARTICLE V - BULLETIN BOARD**

**Section 1:** The City shall furnish an appropriate space for the placement of a bulletin board to be provided by the Union.

**Section 2:** Material posted shall concern elections, meetings, reports, and other official Union business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the Employer or other employees be posted. All material posted on the bulletin board shall either be on Union stationery or otherwise authenticated and shall be authorized on its face by an officer of the Union.

**Section 3:** No materials shall be posted on any other bulletin board by either the Union or any employee without the prior approval of the Employer.

**ARTICLE VI - UNION BUSINESS**

**Section 1:** Union officials, not exceeding three (3) in number, shall be granted leave from duty with pay for all meetings between the Employer 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:** 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 three (3) weeks in advance of the first day of the requested leave.

**Section 3:** All bargaining unit members on duty shall be allowed to voluntarily attend monthly and special union meetings, as long as meeting attendance does not conflict with duty assignments. Union meetings may be held at Fire Station #1 and may be paged via 911 Center.

**ARTICLE VII - OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES**

**Section 1:** Unit employees may engage in outside employment which does not require the use of the official uniform, or any part thereof, as defined in the Department's rules and regulations, with the exception of outside work that the fire department acts as a broker for or maintains a list of employees available for extra outside work and referring employment requests to such employees.

**Section 2:** Compensation for all bargaining unit employees for special events (any event not pertaining to public education) to which the employee is assigned above and beyond normal duties shall be paid at a rate of one and one-half (1 1/2) times their regular straight time rate of pay. In such instances, a two (2) hour minimum shall apply and off-duty employees shall be selected on a voluntary basis for such assignments. In the event no off-duty employees volunteer, management may assign on-duty employees to such work and an attempt shall be made to replace these employees by off-duty personnel.

## **ARTICLE IX – SENIORITY**

**Section 1:** Seniority for all firefighters shall start on the date of hire by the City. Seniority for officers shall start on the date of their first permanent officer promotion. The employee's seniority status shall not be affected due to any leave of absence or layoff. If more than one employee is hired on the same date, seniority will be determined by their assigned department ID number.

**Section 2:** When it becomes necessary to reduce the work force, the last person hired shall be the first person laid off and the last person laid off shall be the first person rehired.

**Section 3:** Seniority, as described above, may be considered as a factor in granting employees' preference for shift assignments, days off, vacation, compensatory (comp) time, and holidays.

**Section 4:** A seniority list with employees arranged in order of their seniority by job classification shall be maintained and made available for examination by employees upon request. Such seniority list shall be revised and updated at the end of each fiscal year.

**Section 5:** Following an employee's completion of five (5) years of employment at the City, longevity payments shall be made annually on the first full paycheck of November. These payments shall not affect the applicable base pay rate. The payments will be based upon the completion of continuous years of service with the CITY, as follows:

\$10 per month for 5 -9 years

\$20 per month for 10-14 years

\$30 per month for 15 years and beyond

## **ARTICLE X - OVERTIME, CALL-BACK AND STANDBY PAY**

**Section 1: Overtime Pay:** Work performed by all shift personnel in excess of 212 hours in a 28-day period shall be compensated at time and one-half of their hourly rate. Work performed by all hourly employees in excess of 40 hours per week shall be compensated at the rate of one and one-half times the regular straight time rate of pay times the number of hours worked over 40 hours.

**Section 2: Call-Back Pay:** If an employee is called on duty during his off-duty time, such employee shall be paid a minimum of two hours at one and one-half times his or her regular hourly rate. Subsequent time paid at one and one-half times his or her regular hourly rate. An employee may opt for comp time at the same rates as overtime pay is awarded.

**Section 3:** In calculating overtime pay, overtime pay shall be accrued and compensated in one tenth hour units; provided, however, that overtime of at least one minute shall entitle the employee to compensation for the entire six minutes.

**Section 4:** Employees not on duty, who are required to attend job-related training, shall be notified at least 72 hours in advance of the starting time of such training exercise. Any mandatory job-related training shall be compensated on the same basis as call-back pay.

**Section 5:** Employees have the option to take their overtime compensation in any of the following ways:

1. Employees will be paid overtime unless the employee marks the “comp time” space on the overtime slip for the pay period during which the overtime occurred.
2. By marking the “Comp time” space, on the overtime slip the employee will receive one and one-half (1 ½) hours of compensatory time for each hour of overtime worked up to one hundred twenty (120) hour limit. The balance of overtime hours worked will be paid as overtime. Comp time may be taken in hourly increments from 12 to 24 hours at a time. Requests to use comp time will be approved or disapproved in the same manner as vacation, as per Article XV, Section 3, of this agreement. There is no limit as to the number of times compensatory time can be utilized and accumulated.

3. Employees, at their discretion, may split 12-2 category overtime between pay and comp time.

**Section 6: Calls past 0800:** Personnel involved in a call that requires working past shift change at 0800 shall be paid one hour of overtime pay for the first 20 minutes and an additional hour of overtime pay if the call last more than 20 minutes not exceed 2 hours.

**Section 7: Out of Assignment Classification Pay:** When operating with less than three officers and overtime callback is unsuccessful, the officer in charge (OIC) may assign a firefighter at their discretion to perform all the duties of acting Officer at an outlying station. The OIC will explain to the firefighter all expectations and duties for that shift. The firefighter must agree to this assignment. 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 (1/2) hour of overtime compensation at time and one half (1½). 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 (1½). This overtime slip must be filled out and signed by the firefighter and the OIC immediately upon assignment.

**ARTICLE XI - CIR PROCEEDINGS**

(Article deleted in Contract Year 1987-1989)

## **ARTICLE XII - HOLIDAYS**

**Section 1:** The following days shall be recognized and observed as paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. All employees with one complete year of service shall be eligible for a floating holiday, which shall be given on October 1<sup>st</sup> of every calendar year, which will equal one shift of 24 hours for shift personnel and 8 hours for hourly personnel. Requests to use a floating holiday will be approved in the same manner as vacation, as per Article XV, Section 3, of this agreement.

**Section 2:** Employees absent without authorized leave on the work day immediately preceding or immediately following the observed holiday shall not receive holiday pay pursuant to the provisions of this Article.

**Section 3:** For hourly personnel, whenever one of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever one of the holidays described above falls on a Sunday, the succeeding Monday will be observed as the holiday. The Employer retains the option of granting a day of pay instead of giving the substitute day off. For shift personnel, one day of pay shall be granted for all of the holidays listed above.

**Section 4:** For the purposes of this Article, one day of pay for hourly personnel shall be eight hours at the employee's regular rate of pay. For shift personnel a day of pay shall be 12 hours at the employee's regular rate of pay.

**Section 5:** Whenever a holiday is observed on an employee's regularly scheduled day off, such permanent full-time employees shall receive one extra day of pay.

**Section 6:** If an observed holiday falls during an employee's annual leave period, such observed holiday shall not be charged against the employee's annual leave.



### **ARTICLE XIII - LEAVE PROVISION**

**Section 1: Sick Leave:** Sick leave shall be earned at a rate of one day per month, which shall be defined as being eight hours per month for hourly personnel and 24 hours per month for shift personnel. Sick leave may be accumulated to one hundred (100) days. After one hundred (100) days of sick leave are accumulated, one (1) additional day of vacation will be granted or at the discretion of the employee, payment may be made for these days in lieu of vacation, for each two days of accumulated sick leave beyond one hundred days. Such additional days of vacation may not be accumulated, but must be taken within twelve (12) calendar months of being converted. Conversion to be on employee's anniversary date. An employee who separates from the City after twenty (20) years of continuous service, retires pursuant to state statutes, or upon his or her death, will be compensated for one-half (1/2) of their accumulated sick leave, not to exceed 1200 hours. Any employee who separates from the city after ten (10) years of continuous service, retires pursuant to state statutes, or upon his or her death, will be compensated for (1/4) of their accumulated sick leave, not to exceed six hundred (600) hours. In the case of the employee's death, the compensation will be paid as directed or designated in the pension plan.

**Section 2:** Sick leave with pay must be earned before it can be taken. An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- (a) Personal illness or physical incapacity.
- (b) The illness or injury of a member of the employee's immediate family.
- (c) Enforced quarantine of the employee in accordance with community health regulations.

**Section 3:** An employee on sick leave shall inform their immediate supervisor of that fact and the reason therefore as soon as possible and failure to do so within twenty-four (24) hours of the time that the employee failed to report to work due to any of the enumerated reasons above may be cause for denial of sick leave with pay for the period of the absence. Employees shall keep their immediate supervisor informed of their condition if the absence exceeds one (1) shift. Any employee totally incapacitated shall be excused from the notice provisions of this section,

but shall be required to provide such notice or make provisions for such notice to be provided to their immediate supervisor as soon as possible.

(a) The officer or department member placed in charge will personally take the information from the individuals calling in for sick leave. The time of the call and the nature of the sick leave (personal or family) will be promptly recorded in the station logbook. The officer will then notify the officer in charge at Station #1, who will also make appropriate logbook notations.

**Section 4:** Any fire department employee using more than two consecutive sick leave shifts on self shall provide an attending physician statement to the Fire Chief releasing the employee to return to work.

(a) This section of the sick leave policy will outline when the Fire Chief or his designee will request verification of sick leave from employees.

1. Employees will be able to use up to one hundred forty-four (144) hours of undocumented sick leave in each contract year, after which, documentation of all pursuant sick leave requests will be required, at the employees expense.

For the purposes of this policy, undocumented sick leave is defined as any sick leave request which is not accompanied by medical documentation of the injury or illness. Personal leave will not be used against these hours.

2. Long term illness, disabilities, scheduled surgical recovery periods, pregnancies and other long term medical events, for the employee or their family member, which the employee submits a medical release or medical documentation will be considered documented sick leave.
3. Documented sick leave may be required when improper use of sick leave is suspected. In the event the Fire Chief or his designee requests such documentation, the city will pay the medical co-pay. The employee will be required to provide medical documentation specific to the sick leave absence for which the request for documentation was requested. In the event that the employee does not provide appropriate medical documentation for the leave request in question, the leave request will be denied, the employee will receive no pay for the period of the leave request, and the employee may be subject to a moratorium on paid sick leave use as outlined in Section 5 of the Article.
4. Employees requesting sick leave which fills gaps within previously authorized leave (vacation, comp time, etc.), will be required to provide medical documentation for the

requested sick leave. If the Fire Chief or his designee identifies patterns in undocumented sick leave use for an employee, the employee will be made aware of the pattern. The employee will be warned and advised that the continuation of the undocumented sick leave use pattern may subject him/her to a moratorium on paid sick leave use for up to a six month period.

(b) Up to Fifteen (15) shifts of paid sick leave will be allowed for use by employees for a routine child birth for the employee's own child, where mother and child are experiencing no illness, disabilities or complication. If illness, disability or complications exist, paid sick leave will be approved with appropriate medical documentation being provided with the request. The birth of a child of any other immediate family member will be allowed one (1) shift of paid sick leave.

**Section 5:** Sick leave is deemed a privilege, and authority is given to the Fire Chief to suspend the use of paid sick leave for up to a six month period for the employee in question, whenever any abuse by an employee is found. He may rule that such employee not be paid for any sick leave days during such a moratorium.

1. Approved leave may be changed to sick leave or other authorized leave prior to or on the date of scheduled leave, but not after the scheduled leave date. The employee must notify his immediate supervisor or the officer in charge of the desired changes in leave status. This change must be approved by the Fire Chief or his designee.

2. **Definitions:**

(a) Abuse/Improper Use of Sick Leave: Any use of sick leave which is not consistent with the authorized use of sick leave outlined in Section 2 of this policy.

(b) Appropriate Medical Documentation: Documentation provided from the particular medical professional, or their office, who was seen for the particular illness or injury that the employee or family member experienced on a particular date. Examples may include, but are not limited to: Physician/M.D., Physician's Assistant/P.A., Chiropractor, etc. Specific medical details will not be needed, just that they were seen for an illness/injury on the date of leave request.

**Section 6: Funeral Leave:** Employees shall notify their immediate supervisor or the Fire Chief as soon as possible on the first day of such leave. Funeral leave with pay shall be granted in the event of a death in the immediate family or non-immediate family member of a city employee. Two (2) consecutive scheduled shifts of funeral leave shall be given to an employee where the funeral is within a 300 mile radius of North Platte. Three (3) consecutive scheduled shifts of

funeral leave shall be given to an employee where the funeral is beyond a 300 mile radius of North Platte.

**Section 7:** Upon return to work from funeral leave, an employee, when requested shall be required to furnish proof satisfactory to the Fire Chief or immediate supervisor of the death, relationship to the deceased, date of the funeral and the employee's actual attendance at such funeral.

**Section 8:** If a request is approved by the Fire Chief or his designee to attend or assist in a funeral not involving the employee's immediate family that requires an absence of four (4) hours or less, it shall be granted with pay. Any time used beyond four (4) hours, if approved by the Fire Chief or his designee, shall be granted with pay. If leave is not approved, it will be charged against personal leave or counted as a day of vacation at the employee's option. If the employee uses the vacation day option, the employee shall be charged 24 hours vacation.

**Section 9:** For the purpose of this Article, the immediate family shall include wife, husband, children, grandchildren, parents, grandparents, brothers, sisters, brother's in law, sisters in law, step parents, step siblings, step children, step grandchildren, and step grandparents, or persons bearing the same relationship to the spouse of the employee. Non-immediate family members shall mean aunts, uncles, nieces, and nephews, or persons bearing the same relationship to the spouse of the employee.

**Section 10: Emergency Personal Leave:** After one full year of employment, one day of emergency personal leave may be allowed annually, without the requirement of advance approval, to be charged against sick leave. For the purposes of this section, one (1) day will equal a full shift of 24 hours for shift personnel and 8 hours for hourly personnel to be taken at the employee's discretion from a minimum of one to twenty-four-hour intervals; not to exceed the amount they are allowed per year as explained hereafter. After one year, one additional emergency personal day will be allowed to be charged against sick leave.

For employees with one year, but less than 10 years, this second day shall be used only for educational classes at the discretion of the Fire Chief or his designee. At ten years and thereafter, there are no educational restrictions on this second day. This additional personal day, for fire department employees, is to be taken at no less than a minimum of one (1) hour at any time. Use of more than four (4) hours shall be granted at the discretion of the Fire Chief or his designee. This may not be accumulated and carried over from year to year.

**Section 11: Duty Exchanges:** All duty exchanges are subject to the following conditions:

- (a) Battalion Chiefs may exchange with other Battalion Chiefs and Captains only. Officers may exchange with officers and paramedics may exchange with paramedics with prior approval. Approvals within 72 hours of the duty exchange date will be allowed between different ranks and classifications of personnel so long as the duty exchange does not drop staffing levels below established minimum levels.
- (b) The duty exchange does not affect minimum officer or paramedic manning levels at the time of scheduling.
- (c) The duty exchange must be approved by the shift officer in charge at Station #1.
- (d) The duty exchange must be submitted in writing, prior to the exchange.
- (e) The person working the duty exchange will be charged leave for the amount of time no one is present to work the duty exchange.
- (f) The duty exchange shall not count against scheduled leave.
- (g) The duty exchange may only be rescinded by the employees involved.
- (h) If both parties involved in the duty exchange agree; if one party is unable to repay the duty exchange, the party who is owed time may be given up to 24 hours of leave (vacation or comp time) from the other parties leave bank (vacation, or comp time in straight time) with approval of Chief and both members involved in exchange.
- (i) In the event of a morning call where the on-coming shift volunteers to take a call for the outgoing personnel, it will be assumed the on-coming member is voluntarily taking a duty exchange with the outgoing member that will not need to be in writing.

**Section 12: Workweek Defined:** For the purposes of Family and Medical Leave Act (FMLA) a workweek for all shift personnel shall be defined as a “Set”. A Set is the shift personnel’s regular work schedule. For all 40-hour personnel a workweek shall be defined as Monday through Friday per City policy as of October 1, 2018.

**Section 13: Sick Leave Donation:** In the event a Fire Department employee drops below 96 hours of sick leave because of documented extended sick leave, other individual Fire Department employees are allowed to donate sick leave at their discretion. This donated sick leave carries no expectation of repayment by either party.

#### **ARTICLE XIV - UNIFORMS AND EQUIPMENT**

**Section 1:** Upon employment, the Employer shall provide the following uniform station attire; one dark navy button-up Class B, two polo style shirts, two t-shirts, one ¼ zip jacket and two pair of dark navy trousers. Any replacement of uniforms during the first full year of employment shall be the responsibility of the employee.

**Section 2:** After the first full year of employment, the Employer shall provide \$750.00 annually for the purposes of uniform replacement for all shift employees within the bargaining unit. Such allowance shall be paid, as a separate check. Such allowance shall be paid within 30 days after the effective date of the contract except for new employees. New employees shall be paid such allowance on a prorated fiscal year basis back to the date of employment after completing probation. If at any time, Nomex or flame resistant uniforms are made mandatory, the Employer shall furnish the initial two (2) sets of shirts and trousers and the clothing allowance shall be \$750.00 or the cost of 5 uniform sets (paid to the employee) whichever is greater annually and shall be paid within 30 days of the effective date.

**Section 3:** Equipment issued to each employee shall include but not be limited to: structural turnout gear, flashlight, wildland gear, department operations manual, badge, name tag, SCBA face piece and station key. All such equipment shall be issued in a safe and workable condition and shall be the property of the Employer, returnable upon retirement, termination of service, suspension or layoff. Maintenance of such equipment shall be the responsibility of the employee. Equipment lost or damaged in the course of duty shall be replaced or mended by the Employer.

However, equipment lost or damaged not in the course of duty shall be replaced by the employee at the employee's expense. If any of such equipment is not serviceable upon its' return to the Employer by reason of improper maintenance, negligence, the willful act of the individual in whose custody the equipment was placed, shall be the financial responsibility of the employee and the Fire Chief may require, in his sole discretion, that such employee pay to the Employer an amount equal to the fair market value of such equipment in serviceable condition.

## **ARTICLE XV – VACATION**

**Section 1:** Employees who have completed their probationary period shall be entitled to vacation as follows:

<b><u>YEARS OF SERVICE</u></b>	<b><u>LENGTH OF VACATION</u></b>	
	<b><u>Hourly</u></b>	<b><u>Shift</u></b>
One year but less than 2 years	5 days	3 shifts
Two years but less than 5 years	10 days	5 shifts
Five years but less than 10 years	15 days	8 shifts
Ten years or more	20 days	10 shifts

**Section 2:** Vacation leave should be taken only during the 12 month period following the date upon which they are fully earned. At the employee's option, however, five (5) – 24 hour shifts of vacation can be carried over to the following year, use of those five (5) shifts can be requested during the seniority period. Vacation must be taken in at least one day or one shift increments and vacation for any part of one day or one shift shall be charged as a full day or shift of vacation.

**Section 3:** Vacation times for employees must be approved in advance by the Fire Chief or his designee. Requests for vacation shall be submitted no later than 72 hours prior to start of vacation periods. However, vacation requests submitted less than 72 hours prior to start of vacation period shall be granted as outlined in Section 4 of this Article, if same can be granted without the city having to drop below minimum staffing. Vacation, once granted an officer or firefighter may only be rescinded by the employee.

Vacation pay shall be computed at the regular-straight time rate of pay applicable for the employee involved on the day vacation leave commences. If a holiday falls during an employee's vacation leave, at the option of the employee and with the approval of the Fire Chief, an extension of vacation leave may be taken or, in the sole discretion of the Fire Chief, payment of a holiday may be made in lieu of extended vacation leave.

**Section 4:** One firefighter and one shift officer may be on vacation, floating holiday, or comp time at one time. In the event one officer is not on vacation, floating holiday or comp time two firefighters may be on vacation, floating holiday or comp time.

**Section 5:** In the event an officer or firefighter is injured or becomes ill, the Fire Chief may deny a request for vacation, floating holiday or comp time by an officer or firefighter on the same shift as the ill or injured officer or firefighter, but only during the first twenty (20) days after the employee is absent from work on extended injury or illness. If an employee is on extended injury or illness leave, at the employee's option, they will be allowed to carry over any vacation or floating holiday that the employee is unable to schedule by their anniversary date, but use of these shifts can not be requested during the seniority period.

**Section 6:** Educational leave shall not affect vacation, floating holiday or comp time scheduling, unless request is made for more than two (2) shifts, per employee, of vacation, floating holiday and/or comp time.

**Section 7: Educational Vacation Conversion.** Any employee may convert up to three (3) twenty-four (24) hour shifts annually of vacation or comp time to be used for department approved education leave. This leave must be taken at no less than a minimum of two (2) hours at a time and may only be approved within seventy-two (72) hours of the actual use of the leave. This leave shall not affect vacation scheduling and can not be put in for or approved during the seniority period.

**Section 8: Converting Comp Time to Sick Leave.** Employees have the option of converting accrued comp time to sick leave in 12 hour increments.

**Section 9: Converting Accrued Vacation.** Employees have the option of converting accrued vacation time to sick leave in 24 hour increments.



**ARTICLE XVI - UNION DUES CHECKOFF**

**Section 1:** 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, in the form attached hereto marked Attachment C; 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.

**Section 2:** 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 on the form attached hereto marked Attachment D.

**Section 3:** The effective date of written authorization or written cancellations or revocations shall be the first day of the checkoff payroll period immediately following receipt by the City and the Union. The City shall remit such sums so deducted to the Treasurer of International Association of Firefighters Local No. 831, AFL-CIO within thirty (30) days from the date of such deductions.

**Section 4:** Notwithstanding the terminology of any written, unrevoked authorization, executed by an employee prior to the date of this Agreement, and in the possession of the City, any written unrevoked authorization shall be effective and shall also be revocable, in accordance with the terms of this Article.

**Section 5:** The Union shall provide the City thirty (30) days written notice of any certified change in the amount of monthly union dues.

**Section 6:** 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 the provisions of this Article.

**Section 7:** The City shall check off only certified monthly dues for the payroll period 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.

#### **ARTICLE XVII - ATTENDANCE IN COURT OR OFFICIAL PROCEEDINGS**

Any appearance by an Employee as a witness in a lawsuit in a capacity directly related to his or her official duties, pursuant to subpoena by any governmental subdivision or required to attend in a conference with city or county attorneys, or their respective assistants, or at any pretrial conference or other related hearings, or at any proceedings by any city, county, state, or federal government or any of the subdivisions or agencies thereof, during off-duty periods, shall be entitled to compensation at time and one half for actual hours involved less any witness fees which the employee may be entitled to pursuant to subpoena.

**ARTICLE XVIII - JURY DUTY**

Employees shall be granted a leave to serve on jury duty provided that notification is given to the Fire Chief or Assistant Chief within 24 hours of receipt of the jury duty notice by the Employee. The Union specifically waives the right of any employee to receive full compensation in addition to jury duty pay and it is specifically agreed by and between the parties that employees shall be eligible only for the difference between the employee's regular rate of pay and the amount of money received for jury duty.

## **ARTICLE XIX - HEALTH INSURANCE**

**Section 1:** Group, hospital, surgical, major medical, out-patient and diagnostic coverage shall be provided for unit employees. The Employer shall pay 90% of the premium for the employee's coverage, the balance 10% of the premium to be payroll deducted from the employee's paycheck.

**Section 2:** The Employer shall also subsidize family health insurance to those employees having families and who elect to obtain family coverage under the same plan as offered by the Employer to the extent of 90% of the premium per employee per month, the difference 10% of the premium to be payroll deducted from the employee's pay check.

**Section 3:** The Employer agrees to make available to the employee and his or her family Group Dental Coverage, and to pay the single premium amount for all employees enrolled in said dental coverage. It will be the employee's responsibility to pay for any additional coverage at the group rate through payroll deductions. The administrative costs of the plan will be paid by the Employer.

**Section 4:** The City recognizes there may be a need to allow employees and their families to continue their health insurance coverage after the time of their retirement and until they are eligible for Medicare or their death. This coverage is to be paid 100 % by the employee with administrative costs to be paid by the City. If a premium payment by the employee or his or her family is not paid when due, then the coverage will be canceled within 30 days after said due date.

**ARTICLE XX - LIFE INSURANCE**

**Section 1:** The Employer shall provide a \$40,000 life insurance policy for each employee.

## **ARTICLE XXI - STATE AND LOCAL REGULATIONS**

**Section 1:** The parties specifically agree that no employee covered by the terms of this contract shall be eligible for any compensation or fringe benefits unless the amounts of such compensation and/or fringe benefits are specified on the face of this Agreement. It is further specifically agreed that no unit employee shall be eligible for any additional compensation or fringe benefits from the City unless authorized or approved during the term of this Agreement by the City Council.

**Section 2: Civil Service Regulations.** It is mutually agreed by the Union and the City that numerous personnel rules and regulations, and other terms and conditions of employment have been established by the North Platte Civil Service Regulations which apply to Civil Service certified personnel. It is also mutually agreed by the Union and the Employer that the North Platte Civil Service Commission possesses the sole and complete power to amend, modify, promulgate, or delete any such regulations relating to Civil Service certified personnel, in accordance with state law.

**Section 3: Personnel Manual.** It is mutually agreed by the Union and the Employer that only the sections of the City of North Platte personnel manual attached hereto and made a part hereof as Attachment B apply to bargaining unit personnel.

## **ARTICLE XXII - GRIEVANCE PROCEDURE**

**Section 1:** A grievance is hereby jointly defined to be any claim (request or complaint) by a bargaining unit member, the Fire Chief or the City Administrator regarding the application of the specific terms of this Agreement.

**Section 2:** The grievance procedure shall not be used to change any provisions of this Agreement or any provisions of a municipal ordinance or ordinances.

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

**Section 4:** A grievance initiated by a bargaining unit member shall be prosecuted in the following manner.

**Step 1:** Any bargaining unit member believing that he or she has a grievance shall discuss the grievance with his or her battalion chief or designee in an attempt to settle the grievance. A grievance not settled pursuant to such discussion which the bargaining unit member wishes to pursue shall be put in writing in accordance with Section 3 of this Article.

The battalion chief or designee shall then have five (5) business days to respond to the grievance and to give an answer to the bargaining unit member. The grievance must be initiated promptly and at least within five (5) business days after the occurrence of the event upon which the grievance is based.

**Step 2:** A grievance not settled in Step 1, which the bargaining unit member wishes to pursue further shall be submitted to the Employee Relations Committee (consisting of

five members of the entire bargaining unit with a minimum of three members for a quorum). This appeal must be initiated promptly and must be filed within five (5) business days after receipt of the answer provided for in Step 1 above. An answer must be given by the Employee Relations Committee within five (5) business days after the appeal is submitted.

In the event the Employee Relations Committee denies the employee grievance, the Union agrees not to provide any direct or indirect aid, assistance, advice, counsel, or support to the bargaining unit member in the further pursuit of the grievance.

**Step 3:** A grievance not settled in Steps 1 or 2, which the bargaining unit member wishes to pursue, shall be appealed to the next higher level of management according to the following schedule:

- (1) Battalion Chief
- (2) Employee Relations Committee
- (3) Assistant Chief
- (4) Fire Chief
- (5) City Administrator
- (6) Mayor

The Employee Relations Committee (ERC) and the party who believes they have been aggrieved shall meet with Assistant Chief, Chief and City Administrator in their respective steps in the grievance process with the purpose of settling the dispute at the lowest possible level of management. The Assistant Chief and Chief will have five (5) business days to meet with the ERC and the employee and respond to the grievance allegation. Any such appeal shall proceed under the same time limits as specified in Step 2 above, except that the City Administrator shall have 10 business days to meet with the ERC and the grieving party and to respond to grievance allegations.

In the event that any of the supervisors referred to in this Procedure are within the bargaining unit, no answer to any grievance by such individuals shall be binding upon the Employer unless ratified in writing by the Fire Chief and/or the City Administrator.

In the event any of the appeals or answers provided for in Section 5 are given by mail, the date of the postmark shall be considered the date of delivery.



**Section 5:** A grievance shall be initiated and prosecuted by the Employer through the Battalion Chiefs, Assistant Chief, the Fire Chief, the City Administrator, or the Mayor by the filing of such grievance in writing in accordance with the terms of Section 3 with either the local union president or the main union business office. Notice may be given by mail, and in such event, the date of postmark shall be considered the date of delivery. Within ten (10) business days after the date of delivery of the grievance, the Union and the Employer or their designated representatives shall arrange for a meeting in order to discuss the grievance. The Union will provide the Employer with an answer to the grievance within five (5) business days after the conclusion of such meeting.

**Section 6:** The time limits provided for in this Article shall be strictly construed and the failure of a grieving party to meet the time limits provided for shall result in the dismissal of the grievance. Similarly, failure of a responding party to meet the limits provided for in this Article shall allow a grieving party to amend the grievance submitted and set forth the facts of the failure to respond within the time limits provided and to request additional relief due to this failure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written, mutual agreement of the parties or their designated representatives.

**Section 7:** In computing any period of time prescribed in this Article, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday (federal or state) in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal holiday (federal or state). Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon him and the appeal or answer is served by mail, three (3) business days shall be added to the prescribed period.

**Section 8:** It is specifically acknowledged by both parties to this Agreement that any grieving party is not precluded from appealing a final decision rendered pursuant to this grievance procedure to any court of competent jurisdiction.



## **ARTICLE XXIII -WAGES**

**Section 1:** The pay schedule for the term of this Agreement is set forth on Page 36.

**Section 2:** The pay grades for the job classifications covered by this Agreement are set forth in Attachment A. These pay grades are based on a 6 step pay grade (A-L2) with each step lasting 12 months. All wages for bargaining members are based on a firefighter/EMT position. The steps are as follows. All Firefighter/EMT Advanced shall be at a minimum of 5% greater than the corresponding steps within the Firefighter/EMT pay grade. All Firefighter/Paramedic shall be maintained at a minimum of 15% greater than the corresponding steps within the Firefighter/EMT pay grade. When an employee changes his or her classification his or her new rate of pay shall be on the same step of the salary grid (A-L2) that he or she is currently on at the time of reclassification.

**Section 3: Promotion.** When a firefighter (EMT, Advanced, or Paramedic) is promoted or temporarily appointed to an officer position his or her new rate of pay shall be two (2) steps less on the salary grid (A-L2) that he or she is currently on at the time of the promotion. Such pay increase shall be 3% minimum. An officer promoted or temporarily appointed to a new classification rate of pay shall be on the same step of the salary grid (A-L2) he or she is currently on at the time of the promotion. For a person promoted, his or her date for movement on the salary grid will be the date of promotion.

All positions on the pay scale shall be held for 12 months from date of promotion and shall be moved to the next higher step every 12 months until they reach the L2 Position. All other benefits shall be accrued on the employees hire on anniversary date as stated in this agreement except for floating holiday which will be awarded on October 1<sup>st</sup> of each year.

Such pay increase shall be at the following minimums. Lieutenant/Paramedic shall be at a minimum of 15% above corresponding steps in the firefighter/paramedic pay scale. Captain/EMT shall be maintained at a minimum of 3% greater than the corresponding steps within the Lieutenant/Paramedic pay steps. Captain/EMT Advanced shall be maintained at a minimum of 3% greater than the corresponding steps within the Captain/EMT pay steps.

Captain/Paramedic shall be maintained at a minimum of 2% greater than the corresponding steps within the Captain/EMT Advanced pay steps. Battalion Chief shall be maintained at a minimum of 3% greater than the corresponding steps within Captain/Paramedic pay steps.

**Section 4: Demotion.** When an employee is demoted, his or her rate of pay shall be determined as follows:

- (a) If the salary received in the higher grade is more than the maximum of the pay grade for the class to which demoted, his or her salary shall be reduced to the maximum rate of the lower pay grade.
- (b) If the salary received in the higher pay grade falls within the rate of the pay grade for the class to which demoted, his or her rate of pay shall remain unchanged.

**Section 5: Re-Employment.** Persons re-employed within one year of termination may be paid at any step within the range of pay not to exceed the step attained at the time of separation, in the sole discretion of the Fire Chief.

**Section 6: Pay Increases.** All bargaining unit employees who have not been promoted shall be eligible for a step increase on the anniversary date of employment of the employee as follows: The employee on this date shall progress across the salary grid from entry level (A) through step L2 at 12 month increments. At the beginning of the sixth year of employment, the employee shall go to step L2, the maximum salary for the particular classification.

**Section 7: Previous Experience Increases.** Any employee hired after October 1, 2005, after successful completion of their probationary period, shall receive pay grade step increases as follows:

<u>Experience</u>	<u>Pay Increase</u>
2 full years firefighting in a career fire department	1 step
2 full years as an EMT in a career EMS service	1 step
2 full years in a career/combination fire/EMS service	2 steps

Previous experience must be appropriately documented in writing from the agency or agencies for which the employee previously worked. Step increases for previous experience as outlined above and/or education as outlined in Article XXXIII of this agreement, in combination, may be used to advance employees to a maximum level of Step C of their salary scale after successful completion of their probationary period.

**2022 – 2024 SALARY SCHEDULE CHANGES AS PER AGREEMENT**

October 1, 2022 – June 1, 2023      1.5% Cola

June 1, 2023 – October 1, 2023      1.5% Cola

October 1, 2023 – October 1, 2024      3.5% Cola

**OCTOBER 1, 2022 – JUNE 1, 2023  
FIRE SALARY SCHEDULE**

<b>POSITION:</b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>	<b><u>G</u></b>	<b><u>H</u></b>
<b><u>EXEMPT EMPLOYEES:</u></b>								
FIRE CHIEF	3,134.20	3,315.68	3,497.16	3,678.64	3,860.11	4,041.59	4,223.07	4,404.55
ASSISTANT FIRE CHIEF	2,726.75	2,884.63	3,042.52	3,200.41	3,358.30	3,516.18	3,674.07	3,831.96
<b><u>HOURLY EMPLOYEES:</u></b>								
FIRE MARSHAL	30.04	31.98	33.92	35.85	37.79	39.72	41.66	43.59
DEPUTY FIRE MARSHAL	23.44	25.68	27.91	30.15	32.39	34.63	36.87	39.11
MAINTENANCE MECHANIC II	20.49	21.48	22.47	23.46	24.44	25.43	26.42	27.41
ADMINISTRATIVE SECRETARY	21.62	22.75	23.89	25.03	26.16	27.30	28.43	29.57
SECRETARY	17.68	18.65	19.61	20.58	21.54	22.51	23.48	24.44

**2022-2023 SALARY SCHEDULE  
UNION POSITION (BASED ON 2912  
HOURS ANNUALLY):**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>L1</b>	<b>L2</b>
BATTALION CHIEF	23.59	25.55	27.51	29.47	31.42	33.38
CAPTAIN-P	23.13	25.05	26.97	28.89	30.81	32.72
CAPTAIN-AEMT	21.82	23.63	25.44	27.25	29.07	30.88
CAPTAIN EMT	21.40	23.17	24.94	26.72	28.49	30.27
LIEUTENANT-P	20.77	22.49	24.21	25.94	27.66	29.39
FIREFIGHTER-P	18.71	20.26	21.81	23.37	24.92	26.47
FIREFIGHTER-AEMT	17.08	18.50	19.92	21.33	22.75	24.17
FIREFIGHTER-EMT	16.27	17.62	18.97	20.32	21.67	23.02

**JUNE 1, 2023 – OCTOBER 1, 2023  
FIRE SALARY SCHEDULE**

<b>POSITION:</b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>	<b><u>G</u></b>	<b><u>H</u></b>
<b><u>EXEMPT EMPLOYEES:</u></b>								
FIRE CHIEF	3,181.21	3,365.42	3,549.62	3,733.82	3,918.01	4,102.21	4,286.42	4,470.62
ASSISTANT FIRE CHIEF	2,767.65	2,927.90	3,088.16	3,248.42	3,408.67	3,568.92	3,729.18	3,889.44
<b><u>HOURLY EMPLOYEES:</u></b>								
FIRE MARSHAL	30.49	32.46	34.43	36.39	38.36	40.32	42.28	44.24
DEPUTY FIRE MARSHAL	23.79	26.07	28.33	30.60	32.88	35.15	37.42	39.70
MAINTENANCE MECHANIC II	20.80	21.80	22.81	23.81	24.81	25.81	26.82	27.82
ADMINISTRATIVE SECRETARY	21.94	23.09	24.25	25.41	26.55	27.71	28.86	30.01
SECRETARY	17.95	18.93	19.90	20.89	21.86	22.85	23.83	24.81

**2022-2023 SALARY SCHEDULE  
UNION POSITION (BASED ON 2912  
HOURS ANNUALLY):**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>L1</b>	<b>L2</b>
BATTALION CHIEF	23.95	25.93	27.92	29.91	31.89	33.88
CAPTAIN-P	23.48	25.43	27.37	29.32	31.27	33.22
CAPTAIN-AEMT	22.15	23.98	25.82	27.66	29.51	31.34
CAPTAIN EMT	21.72	23.52	25.31	27.12	28.92	30.72
LIEUTENANT-P	21.08	22.83	24.57	26.33	28.07	29.83
FIREFIGHTER-P	18.99	20.56	22.14	23.72	25.29	26.87
FIREFIGHTER-AEMT	17.34	18.78	20.22	21.65	23.09	24.53
FIREFIGHTER-EMT	16.51	17.88	19.25	20.62	22.00	23.37

**OCTOBER 1, 2023 - OCTOBER 1, 2024  
FIRE SALARY SCHEDULE**

<b>POSITION:</b>	<b><u>A</u></b>	<b><u>B</u></b>	<b><u>C</u></b>	<b><u>D</u></b>	<b><u>E</u></b>	<b><u>F</u></b>	<b><u>G</u></b>	<b><u>H</u></b>
<b><u>EXEMPT EMPLOYEES:</u></b>								
FIRE CHIEF	3,292.55	3,483.21	3,673.86	3,864.50	4,055.14	4,245.79	4,436.44	4,627.09
ASSISTANT FIRE CHIEF	2,864.52	3,030.38	3,196.25	3,362.11	3,527.97	3,693.83	3,859.70	4,025.57

**HOURLY EMPLOYEES:**

FIRE MARSHAL	31.56	33.60	35.64	37.66	39.70	41.73	43.76	45.79
DEPUTY FIRE MARSHAL	24.62	26.98	29.32	31.67	34.03	36.38	38.73	41.09
MAINTENANCE MECHANIC II	21.53	22.56	23.61	24.64	25.68	26.71	27.76	28.79
ADMINISTRATIVE SECRETARY	22.71	23.90	25.10	26.30	27.48	28.68	29.87	31.06
SECRETARY	18.58	19.59	20.60	21.62	22.63	23.65	24.66	25.68

**2022-2023 SALARY SCHEDULE  
UNION POSITION (BASED ON 2912  
HOURS ANNUALLY):**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>L1</b>	<b>L2</b>
BATTALION CHIEF	24.79	26.84	28.90	30.96	33.01	35.07
CAPTAIN-P	24.30	26.32	28.33	30.35	32.36	34.38
CAPTAIN-AEMT	22.93	24.82	26.72	28.63	30.54	32.44
CAPTAIN EMT	22.48	24.34	26.20	28.07	29.93	31.80
LIEUTENANT-P	21.82	23.63	25.43	27.25	29.05	30.87
FIREFIGHTER-P	19.66	21.28	22.91	24.55	26.18	27.81
FIREFIGHTER-AEMT	17.95	19.44	20.93	22.41	23.90	25.39
FIREFIGHTER-EMT	17.09	18.51	19.92	21.34	22.77	24.19

**ARTICLE XXIV - SCOPE OF AGREEMENT**

**Section 1:** The parties mutually agree that this Agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This Agreement shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska and any dispute, disagreement or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska.

**Section 2:** The parties agree that this Agreement constitutes the complete contractual obligation.



**ARTICLE XXV - PERSONAL, MEDICAL, AND MILITARY LEAVES**

**Section 1:** A personal leave of absence without pay for good cause may be granted by the Employer to an employee. Employees wishing such personal leaves of absence must apply to their immediate supervisor in writing stating the cause for the request and the amount of time requested. Employees may be granted personal leaves of absence up to 20 working days with the approval of the Fire Chief. In the event the Fire Chief denies a request for personal leave of absence, an employee may appeal the decision to the City Administrator, whose decision shall be final. Employees may be granted, in the sole discretion of the City Council, leaves of absence to exceed 20 working days. All personal leaves as defined by this Section and Article, shall be without pay.

**Section 2:** Maternity leaves of absence shall be treated as all other medical leaves of absence. Medical leaves of absence shall be granted by the Employer providing that adequate medical verification is provided. Employees desiring a medical leave of absence shall submit a request in writing to their immediate supervisor, which shall be accompanied by a doctor's statement providing verification of the necessity for the medical leave of absence. Prior to returning to work, employees on a medical leave of absence must provide the Employer with satisfactory medical evidence attesting to their physical ability and/or mental state to return to work. Medical leaves of absence may be initiated by the employee (with medical verification), the employee's doctor (with medical verification) or the employee's supervisor (with adequate health and safety reasons). If the medical leave of absence is initiated by the employee's supervisor, and the employee or his or her doctor are in disagreement, the employee may make use of the grievance procedures in this Agreement.

**Section 3:** When an employee is on light duty, the employee shall have the option of remaining on a 56-hour workweek schedule or switching to a 40-hour workweek schedule. It is understood that if the 40-hour workweek schedule is chosen, the employee will receive 40-hours pay and accrue leave i.e. vacation, holiday, sick leave, etc. per the City policy manual as of October 1, 2019 for 40-hour employees. It will be the employee's responsibility to notify administration of their desire to accept the 40-hour workweek schedule prior to the start of light duty. This decision cannot be changed throughout the course of this extended leave.

**Section 4:** A military leave of absence shall be granted by the Employer in accordance with the provisions of the Universal Military Training and Service Act, and under Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended.

**Section 5:** When leave of absence without pay for personal or medical reasons is granted, it is with a definite understanding that the employee, at the expiration of his or her leave, will be restored to the position they vacated.

**Section 6:** Employees that do not report to their department head or immediate supervisor within two (2) days after the end of their leave of absence shall be considered to have voluntarily resigned on the date of the expiration of the leave.

**Section 7:** Employees who are required to take military leave for National Guard or Reserve component under the Department of Defense (DOD) shall be paid a full day (in addition to any pay received from the DOD) for each workday in the first 15 days of such service. In the event any employees are called into emergency service or put on active duty orders, such employees shall receive the difference between base pay received from the DOD and their regular pay.

**ARTICLE XXVI – PENSIONS**

The Employer agrees to maintain pension benefits in accordance with existing state statutes as it pertains to firefighter's retirement system.

**ARTICLE XXVII - PROBATIONARY PERIOD**

Every new employee or former employee who has terminated who comes to work for the Employer shall serve a probationary period of six (6) months during which time he or she may be discharged without cause being shown at the discretion of the Fire Chief or the appointing authority; and neither the probationary employee nor the Union shall have the right to process a grievance because of his or her discharge.

**ARTICLE XXVIII - DISCIPLINE-DISCHARGE**

**Section 1:** No permanent employee shall be suspended, demoted, or discharged or otherwise disciplined except for just cause.

**Section 2:** The question of whether “just cause” exists for the discipline shall be subject to the grievance procedures provided herein.

**ARTICLE XXIX - PERSONNEL RULES AND REGULATIONS**

It is mutually agreed by the Union and the Employer that the Employer may promulgate personnel rules and regulations from time to time as management, in its sole discretion, consider such rules and regulations necessary or desirable. When changes to these rules and regulations are made by the Employer, it is agreed that a minimum of 2 weeks written notice will be given to members of the Fire Department. Any changes will be disseminated through all levels of department following proper Chain of Command. The 2 week time frame will begin once the senior officer in charge has been presented with the changes. The Employer and the Union further agree that these personnel rules and regulations, to the extent consistent with this Agreement, are a necessary ingredient to the continuing efficient operation of the City of North Platte, Nebraska, and the Union agrees to do everything within its power to have bargaining unit members abide by such personnel rules and regulations, providing such are found to be legal.

**ARTICLE XXX - SAFETY COMMITTEE**

The Employer and Union agree to the establishment of a Safety Committee to be comprised of the Fire Chief or his designee, and three (3) members in good standing of IAFF Local 831, such committee shall meet at least every three (3) months to discuss safety procedures, hazards in working conditions and equipment. Any safety issue not resolved by the Committee shall be submitted in writing to the Fire Chief or his designee for further action. If the Fire Chief or his designee, after a reasonable period of time, is unable to resolve the issue then the Fire Chief or his designee shall submit the Committee's written report, along with his recommendation, to the City Administrator or his designee for any action he deems necessary.

**ARTICLE XXXI - SERVICE OF PROCESS**

It is mutually agreed by all parties to this Agreement that in the event any dispute arises relating to compliance with the terms of this Agreement by either party, it is specifically agreed that the other party will voluntarily subject to the jurisdiction of any court or agency selected by the other party to resolve such dispute and all parties hereby voluntarily waive any defense based upon insufficient service of process that may be raised with respect to any such proceedings. This Article is intended to apply to all other provisions of this Agreement including, but not limited to, the no-strike clause of this Agreement.



**ARTICLE XXXII – DURATION**

**Section 1:** This Agreement shall be effective as of the first (1st) day of October 2022 and shall continue in full force and effect until the thirtieth (30th) day of September 2024.

**Section 2:** It is specifically agreed that the salary schedule attached hereto and made a part hereof or any other financial items of this Agreement shall be considered a continuing appropriation and that none of the financial items covered by this Agreement shall take effect until approved by the City Council.

**ARTICLE XXXIII – EDUCATION**

**Section 1: Higher Education** If an employee wishes to pursue job-related higher educational courses, and wishes the Employer to assume the cost burden of such courses, a request for Employer payment of tuition involved will be made in writing not less than fifteen (15) days prior to the first day upon which such course begins. If, with the recommendation of the Fire Chief or his designee and the approval of the City Administrator, the course involved is of adequate substance, and is job-related, the employer will pay the cost of the tuition, books, and other required materials involved, and forgive such debt to the employee at the rate of fifty percent (50%) per each full year of employment, after the successful completion of the job-related course, and the employee achieves a passing grade. If an employee terminates his employment prior to the full satisfaction of such debt, such employee shall be liable to the Employer to the extent of any outstanding and unforgiven tuition costs. The parties specifically agree that any unpaid costs may be deducted from any wages or other compensations due and owing employee at the time of such termination. The employee is not eligible for overtime or compensation time for these classes.

**Section 2: Associate's Degree** Employees receiving an AA degree in Fire Science or an equivalent degree in a related field as approved by the Fire Chief or his designee shall be advanced by two steps on the applicable pay grade, not to exceed the maximum step in the pay grade. Employees hired with an AA degree in Fire Science or an equivalent degree in a related field, as approved by the Fire Chief or his designee, shall be advanced two steps higher on the applicable pay grade, after having satisfactorily completing the period of probation.

**Section 3: Bachelor's Degree** Employees receiving a Bachelor's degree, as approved by the Fire Chief or his designee, shall receive \$15.00 per month in addition to his or her regular pay. Employees hired with a Bachelors degree, as approved by the Fire Chief or his designee, shall receive \$15.00 per month in addition to his or her regular pay, after having satisfactorily completing the period of probation.

**Section 4: Paramedic Certification** If an employee wishes to pursue a paramedic certification, and wishes the employer to assume the cost burden of such course, a request for employer payment of tuition involved will be made in writing not less that fifteen (15) days prior to the first day upon which such course begins. If approved by the Fire Chief or his designee, the employer will pay the cost of the tuition, books, and other required materials involved. The employer shall forgive such debt to the employee at the rate of fifty percent (50%) per each full

year of employment after successful completion of state licensure and the department medical director's consent to perform as a paramedic. It is also understood that employee will be awarded 120 hours of compensation time upon successful completion of licensure. If an employee terminates employment prior to the full satisfaction of such debt, such employee shall be liable to the employer to the extent of any outstanding and unforgiven costs. The parties specifically agree that any unpaid costs may be deducted from any wages or other compensations due and owing employee at the time of such termination.

**Section 5: Other Educational Trainings and Courses** An employee may attend any job-related trainings and courses when off-duty without prior approval. However, if the employee wishes to receive compensation for such training and courses, the employee shall submit a request that includes, at a minimum, a course description, all costs associated with reimbursement request and what, if any, other compensation is being requested. Compensatory time may be requested, as well as financial reimbursement. The request must be submitted prior to attending the training. The training attendance will be subject to the approval of the Fire Chief or his designee. Employees will be allowed to accumulate no more than 120 hours of comp-time from training and courses per fiscal year.

**Section 6: Certification Stipend** Employees earning certificates 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) per year. Payments will be made annually on the first full paycheck of November. Other certificates may be considered and will require the Fire Chief's prior approval:

Fire Service Instructor I  
 Firefighter II  
 Fire Incident Safety Officer  
 Fire Officer II  
 Red Card Certification  
 MSA Technician

Fire Service Instructor II  
 Peer Fitness Trainer  
 Fire Officer I  
 Critical Care Paramedic  
 Engine Boss  
 Firefighter Tech I

**ARTICLE XXXIV - MANDATORY WELLNESS**

**Section 1:** Union members shall participate at all times in the mandatory Wellness/Fitness Program as set forth in attached SOP-12, which has been fashioned after the IAFC/IAFF (International Association of Fire Chiefs/International Association of Firefighters) Wellness/Fitness Initiative. Union members may be excused from participation in the program by the Fire Chief upon receipt by the Fire Chief of a report from a licensed medical doctor detailing the union member's conditions, limitations, and/or restrictions, and directing that the union member not participate in the Wellness/Fitness Program. The program may be amended from time to time by the Fire Department Wellness/Fitness Committee. Union Members successfully completing the Wellness/Fitness Program for each 6 month period ending January 1 and July 1 shall be entitled to time off for successful completion of the program for that 6 month period. The time off shall equal no more than one 24 hour shift for union members working a 24 hour shift schedule, and no more than one 8 hours day for union members working a 40 hour per week schedule. Request to use Wellness/Fitness days off will be approved in the same manner as vacation, per Article IV, Section 3, of this agreement.

**Section 2:** The employee may also participate in the City of North Platte Wellness program if he or she chooses to do so. He or she must follow all of the guidelines outlined within that program may receive all of the benefits EXCEPT additional time off. The only time off allowed will be through ARTICLE XXXIV Section 1, Mandatory Wellness, as previously stated in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF NORTH PLATTE, NEBRASKA  
CITY COUNCIL

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL # 831-AFL-  
CIO

By\_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

NORTH PLATTE FIRE CHIEF

By\_\_\_\_\_

**ATTACHMENT A****CLASSIFICATIONS SUBJECT TO RANDOM TESTING**

Federal Transit Administration (Covered Employee Job Classification):

Bus Driver/Dispatcher

Federal Highway Administration (Covered Employee Job Classifications):

Driver-Loader  
Driver-Loader, Relief  
Electrician/Maintenance Technician  
Electric Service Worker  
Electric/Water Service Worker  
Electronic Technician  
Lineman I & II  
Maintenance Mechanic I & II  
Maintenance Worker I, II & III  
Mechanic I & II  
Storekeeper/Lineman  
Storekeeper/Water System Operator  
Tree Trimmer  
Utilities Maintenance Worker I, II, III & IV  
Wastewater System Operator  
Water Service Operator  
Water Protection Specialist I & II  
Water/Wastewater Technician  
Line Crew Chief  
Park/Cemetery Supervisor  
Shop Supervisor  
Street Foreman  
Street/Sanitation Supervisor  
Water and Sewer Foreman

**ATTACHMENT B**

Pursuant to Article XXI, Section 3, the parties hereby agree that the following portions of the City of North Platte Personnel Manual apply to employees within the bargaining unit covered by this Agreement:

1. **RETIREMENT SYSTEM - OTHER CITY EMPLOYEES:**

Employees are eligible to join the Group Retirement Plan after one year of continuous service as defined in this Policy Manual and attainment of age twenty-one. Benefits of the Group Retirement Plan are outlined in a pamphlet available at the City Administrator's Office. Police and Fire sworn personnel are covered by state statute.

- (1) An employee may elect to take an early retirement on or after age 65, to be effective on their birthdate. An employee wishing to retire early must submit a letter of request to the City Administrator sixty days prior to his/her birthdate.
- (2) Contributions to the City pension fund past age 65 are on a voluntary basis. An employee continuing to work that does not want to contribute to the pension fund past age 65 must submit a letter to the City Administrator sixty days prior to his/her birthdate requesting that payroll deductions for the pension fund no longer be made. The employee may not receive his/her pension monies until retirement or termination.

2. **BREAKS:**

Employees may enjoy the privilege of two (2) rest breaks per day consisting of no more than fifteen (15) minutes per break. The morning break should occur at approximately mid-morning depending on workload and the afternoon break should occur at approximately mid-afternoon depending on workload. Breaks are not cumulative and if workload prevents the taking of a break, it is not carried over to another day.

3. **PAY AT TERMINATION:**

Employees who are terminated will be paid on the next regular pay day or within two weeks, whichever is sooner. Payment shall be tendered upon the return by the employee of all keys and other City property within his possession.

4. **SICK LEAVE:**

An employee shall take sick leave for a visit to a doctor, dentist, or oculist; such appointments shall be in cooperation with the supervisor and shall be charged against sick leave. Requests for non-emergency sick leave (i.e., sick leave to keep known appointments) must be submitted for approval in advance. Emergency or unscheduled events will require that a sick leave request be submitted upon return to work.

5. ACCUMULATION OF LEAVE:

At the time of separation, an employee shall be paid for his vacation leave, which has not been used. In addition, if an employee leaves employment in good standing, the employee shall be paid for accrued vacation, prorated for the year, determined pursuant to his/her vacation entitlement at the last anniversary date.

6. EDUCATIONAL LEAVE:

Attendance at schools, workshops, seminars and conferences for job related career development may be granted with prior approval of the department head and the City Administrator providing funds have been budgeted by the particular department involved. Persons attending such meetings will receive their normal compensation.

A copy of the registration or information pertaining to said meeting must be attached to the request for workshop attendance.

Whenever possible a City vehicle should be taken and any gas or oil bought for said vehicle should be accompanied by receipt(s) to be turned in for a refund of expenditure.

If an employee requests to take his or her own vehicle which would enable him or her to take family or friends, the City will pay the actual gas and oil tickets to be turned in for refund of expenditure.

If a City vehicle is not available and an employee is requested by the City to furnish their own transportation, then mileage will be paid as is reflected in the current City Policy Manual for mileage from North Platte to destination and return.

Registration/lodging will be paid by the City and motel/hotel receipts must be turned in for reimbursement. Per Diem will be paid according to the current City Policy Manual. However, deductions will be made for breakfast, lunch, and dinner, for all meals in the City on day of departure and/or day of arrival back in North Platte. Also, any meals included in registration at a convention will be deducted. These deductions will be made in compliance with the current City Policy Manual. Itemized listing of any cabs, busses or other transportation must be submitted for reimbursement.

Parking lot stubs are to be turned in for reimbursement of expenses related to parking a vehicle. Any tips or gratuities will be the responsibility of the employee and not reimbursable by the City.

Department heads and/or other employees that wish to attend national conventions of various associations may be allowed to do so no more often than twice every four years and with prior approval of the City Administrator.



7. NOTICE OF SEPARATION:

Employees who wish to resign in good standing shall give two weeks notice of their intention; failure to do so may at the discretion of the department head, be reason for treating the separation as a dismissal and the refusal of subsequent good references. In the case of a dismissal, the action may be made effective immediately or the employee may be given two weeks notice at the discretion of the department head.

8. MILEAGE POLICY:

(A) The City will pay what is reflected in the current City Policy Manual for mileage if a private vehicle is used, with prior authorization by the department head.

(B) Employees are requested to pool rides in the event more than one employee is attending a specific school seminar or conference.

9. USE OF CITY EQUIPMENT OR FACILITIES:

City equipment or facilities shall be used for official purposes only and shall not be used by any employees for personal business.

10. SOCIAL SECURITY:

All employees are covered by the Federal Old Age and Survivors Insurance (Social Security) except sworn fire personnel. Normally, the City and employee are required to pay matching amounts for this benefit. The employee's share is payroll deducted.

11. WORKMAN'S COMPENSATION - Fire and Police:

Police and fire sworn personnel not covered by bargaining unit contract should refer to state statutes for exact terminology and specific details.

12. EMPLOYMENT OF RELATIVES:

Relatives of City employees are welcome as candidates for City employment. No member of a family shall, however, work under the direct supervision of another member of the same family.

No spouse of an employee shall be employed in the same department as said employee, unless this prohibition is waived in writing by the department head. This prohibition shall not apply to any employee/spouse combinations currently employed by the City.

## 13. SEXUAL HARASSMENT:

The sexual harassment of any employee of the City of North Platte by any other employee or non-employee is demeaning to both the victim of the harassment and the City. It can result in high turnover, absenteeism, low morale, and uncomfortable work environment. Some forms of sexual harassment, including certain kinds of unwelcome physical contact, may also be criminal offenses. The City will not tolerate the sexual harassment of any of its employees, and will take immediate, positive steps to stop it when it occurs.

## (A) Definition

Sexual harassment is defined as: any unwelcome sexual advances, request for sexual favors, verbal or physical contact of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term of an individual's employment or a condition to receipt of services by a recipient of an agency's services;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or agency decision affecting an employee or a recipient of the agency's services; or
3. Such conduct has the purpose or affect of unreasonably interfering with an employee's working performance or the receipt of services by a recipient of an agency's services or of creating an intimidating, hostile, or offensive environment.

## (B) Complaint Procedure:

Any employee, who feels that he or she is being subjected to sexual harassment, should immediately contact their immediate supervisor. If the immediate supervisor is the source of the complaint, the employee should contact the next supervisor in the chain of command. Employees making a complaint of sexual harassment should provide the following information:

1. Employee's name, department and position title.
2. The name of the person or persons committing the sexual harassment, including their titles, if known.
3. The specific nature and date(s) of the sexual harassment, how long it has gone on, and the employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against you as a result of the harassment, or any other threats made against you as a result of the harassment.
4. Witnesses to the harassment.

5. Whether you have previously reported such harassment and, if so, when and to whom.

When an allegation of sexual harassment is made by any employee, the person to whom the complaint is made shall prepare a written report of the complaint. All sexual harassment complaints will be investigated and kept as confidential as possible. The person investigating a complaint of sexual harassment will make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of sexual harassment, witnesses interviewed, the person against whom the complaint was made, and any other person interviewed in connection with the complaint investigation.

The determination of whether sexual harassment has occurred will be made on a case-by-case basis. If it is determined that the complaint of sexual harassment is founded, immediate disciplinary action will be taken against the person or persons guilty of sexual harassment. Disciplinary action may include demotion, suspension, dismissal, warning or reprimand. Written records will be kept of any disciplinary action taken, including verbal reprimands.

(C) Employee Obligation:

Employees are not only encouraged to report instances of sexual harassment; they are obligated to report instances of sexual harassment. Sexual harassment exposes the City to liability, and a part of each employee's job is to reduce the City's exposure to liability. Employees are obligated to cooperate in every investigation of sexual harassment, including, but not necessarily limited to coming forward with evidence, both favorable and unfavorable, to a person accused of sexual harassment, fully and truthfully making a written report or verbally answering questions when required to do so by an investigator during the course of an investigation of sexual harassment.

Employees filing complaints of harassment or discrimination or testifying during any level of the investigation or during any administration hearing will not be retaliated against for such statements made in good faith.

Employees are also obligated to refrain from filing bad faith complaints of sexual harassment.

Similar disciplinary action may also be taken against any employee who fails to report instances of sexual harassment, or who fails or refuses to cooperate in the investigation of a complaint of sexual harassment, or who files a complaint of sexual harassment in bad faith.

## 14. DRUG AND ALCOHOL POLICY

### POLICY:

In an effort to maintain a drug and alcohol free workplace in compliance with the Federal Drug Free Workplace Act of 1998; the Omnibus Transportation Employee Testing Act of 1991; the Neb. Rev. Stat. §48-1901 to 48-1910 (1993); to enhance the health and safety of employees and to provide more cost efficient delivery of services; and to provide education on the ill effects of drugs and alcohol, the City hereby promulgates this drug and alcohol policy.

### PURPOSE:

Employees are our most valuable resource, and for that reason, their safety and health are paramount concern. The City maintains a strong commitment to its employees and to the community to provide a safe drug free, alcohol-free workplace. Consistent with the spirit and intent of this commitment, the City expects its employees to report to work in proper condition to perform their duties. The intent of this policy is to prevent the use and the presence of drugs and alcohol in the working environment.

This policy outlines the procedures by which the City will implement its drug and alcohol program. In addition, it defines the consequences for failure to remain drug free. Finally, it specifies when rehabilitation will be permitted as a condition of continued employment. The City recognizes that alcoholism and drug dependence may be a treatable illness for which rehabilitation is an alternative course of action. However, usage of drugs and alcohol on duty or coming to work under the influence or having drug or alcohol detectable by suitable testing is grounds for discipline up to and including termination.

### SCOPE:

This policy provides guidelines for detection and deterrence of drug and alcohol abuse through pre-employment, reasonable suspicion, post accident, return to duty, and random testing for commercial driver's license employees as mandated by the federal government. All other City employees, except those City employees under a valid collective bargaining agreement, will be subject only to pre-employment and reasonable suspicion testing. All tests will look for evidence of the following drugs: marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). Reasonable suspicion and post-accident tests may also look for evidence of additional controlled substances and/or alcohol.

## DEFINITIONS:

- A. “Alcohol” shall mean, as defined by Nebraska State Law, Section §48-1902 (1), any product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, synthetic ethyl alcohol, the four varieties of liquor defined in Subdivisions (1) through (4) of Section §53-103, alcohol, spirits, wine, and beer, every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer, and alcohol used in the manufacture of denatured alcohol, flavoring extracts, syrups, or medicinal, mechanical, scientific, culinary, and toilet preparations.
- B. “Alcohol Testing” shall mean testing the blood alcohol content by a breathalyzer instrument device and providing the laboratory analysis thereon.
- C. “Alcohol or Drug Abuse” shall mean an employee’s alcohol or drug use, dependence, or addiction of sufficient severity to have the effect of impairing the performance of his/her official duties or his/her job behavior. Drug abuse is further defined as use of legal (over the counter or prescribed) drugs in a manner and under circumstances other than the way they were prescribed to be used and resulting in impairment of the performance of official duties or job behavior.
- D. “City Premises” shall mean all areas in which the City operates including, but not limited to its property; City-owned or leased equipment; lockers, desks; equipment; work space; and storage facilities.
- E. “Controlled Substances” shall mean drug or those substances whose dissemination is controlled by regulation or statute (Schedules 1 through V of the Federal Controlled Substances Act), including, but not limited to, narcotics, depressants, stimulants, hallucinogens, and cannabis. The possession and distribution of which is unlawful as promulgated by the Food and Drug Administration.
- F. “Conviction” shall mean a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug and/or alcohol statutes.
- G. “Covered Employee” shall mean a person, including a volunteer, applicant, or transferee, who performs a safety sensitive function for an entity.
- H. “Driver” shall mean any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

I. “Drug” shall mean controlled substances or as defined by Nebraska State Law, Section §48-1902 (6), any substance, chemical, or compound as described, defined, or delineated in Sections §28-405 and §28-419 of the Nebraska statutes, or any metabolite or

conjugated form thereof, except that any substance, chemical or compound containing any product defined as alcohol in this policy may also be defined as alcohol.

J. “Drug or Intoxicant” shall mean any substance, which impairs an employee’s ability to perform his/her job or poses a threat to the safety of others.

K. “Drug Testing” shall mean the collection of a urine specimen by medical personnel and a laboratory analysis of that specimen. The initial drug screen will be a form of immunoassay identification with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.

L. “Medical Review Officer (MRO)” shall mean a licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employer’s drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test results together with his or her medical history and any other relevant biomedical information.

M. “Reasonable Suspicion” shall mean the quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inference from those facts about the conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using drugs while on or off duty or alcoholic beverage while on or proximate to reporting to duty. The types of objective facts may include: (1) a preventable accident of a serious nature where there appeared to be operator negligence or carelessness; (2) a flagrant violation of standard operating or safety procedures; and (3) other observation.

Such conduct or inability to perform may include, but is not limited to, a drop in the employee’s performance level, impaired judgment, reasoning, level of attention or behavioral change or decreased ability of the senses. Physical characteristics indicating reasonable suspicion may be a pattern of abnormal or erratic behavior; physical symptoms (i.e. glassy or bloodshot eyes, slurred speech, odor of alcohol or marijuana, poor coordination of reflexes) or direct observation of drug or alcohol use.

N. “Rehabilitation Program” shall mean a professional counseling program (medical as well as professionally certified and recognized counselors) designed to offer rehabilitative assistance to employees who need help in resolving their alcohol abuse or drug dependence problems. It will generally be voluntary for the employee. However, in cases of probable cause or for positive drug tests, it may be required by a mandatory supervisory referral.

O. “On Duty” shall mean the regular time or overtime an employee is performing his/her work responsibilities either on City premises or traveling to another location or working at another location other than the City premises.

P. “Substance Abuse Professional (SAP)” shall mean a licensed professional (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Q. “Under the Influence” or “Impaired” shall mean behavior, which may limit an employee’s ability to safely and efficiently perform his/her job duties, or poses a threat to the safety of the employee or others.

#### PROHIBITED DRUG CONDUCT:

A. On and Off Duty. The use, manufacture, distribution, sale or possession of illegal drugs by any employee is strictly prohibited at any time or place whether on or off duty.

B. Legal Drugs. The use of legal drugs (over the counter or prescription medications) in accordance with doctors’ orders and manufacturers’ recommendations is not prohibited. Excessive use of abuse of such drugs shall be considered use of illegal drugs under this policy. For purpose of this policy, an employee is irrebuttably presumed to be under the influence of drugs if urinalysis or other acceptable testing procedures shows a forensically acceptable positive quantum of proof of drug use.

#### PROHIBITED ALCOHOL CONDUCT:

A. Use or Possession at Work. The unauthorized use or possession of alcoholic beverages while on the City’s premises or performing City business is prohibited.

B. Off-Premises Use. The use of alcohol outside of the City’s premises in any manner which results in intoxication or impairment on the job, or which adversely affects attendance or job performance is prohibited.

C. Intoxication/Impairment. Appearing for work or performing any job duties or city business while intoxicated or impaired by alcohol is strictly prohibited. Supervisors who believe an employee is intoxicated or impaired on the job shall suspend the employee for the balance of the day and initiate reasonable suspicion drug or alcohol tests, to protect the safety of the public, coworkers, and others on the job site or in the work area.

**RIGHT OF INSPECTION:**

The City reserves the right to inspect all desks, lockers or any work site for purposes of enforcing this policy. Such inspections will be conducted only upon reasonable suspicion that this policy has been violated.

**NOTIFICATION PROCEDURES:**

Pursuant to this policy and as a condition of employment, all employees are required to comply with the following notification procedures:

A. Prescription Drugs. If use of legal drugs in accordance with doctors' orders or manufacturers' recommendations may impair the employee's ability to safely and effectively perform his or her job, the employee must so notify his or her supervisor so that any necessary arrangements to protect the City's and coworker's safety and productivity interests can be made. Such notification must be made prior to reporting to work.

B. Conviction. Any employee who has been convicted of a drug violation must notify his or her immediate supervisor, department head and the City Administrator within five (5) days after the conviction. This notification requirement applies to violations of federal, state, or local laws occurring on the job or on the City's premises. Pursuant to the Federal Drug Free Workplace Act of 1988, if the City is operating under a federal contract or grant of over \$25,000, all such convictions will be reported to the federal contracting agency within ten (10) days.

**TESTING PROGRAM:**

A. Pre-Employment Testing. All final applicants must complete drug testing in addition to completion of any other physical or psychological examination requirements. A positive finding of drugs will result in a denial of employment with the City. Those applicants who do not submit to drug testing will not be hired. In addition, current employees who are transferring to a position listed in Attachment A must submit to drug testing. Once an applicant has been offered a position, he or she must provide a urine specimen within forty-eight (48) hours.

Such offer shall be contingent upon passing the drug test and other physical and psychological examination requirements.

B. Post Accident Testing. Any employee involved in an accident resulting in death may be subject to a drug and/or alcohol test. The employee shall provide a urine specimen as soon as possible after the incident. In no case shall the time lapse be more than eight (8) hours. Upon request of the City, such employee shall also provide additional urine samples and/or submit to a breath test for purposes of determining whether the employee has been using other controlled substances and/or alcohol.



If an employee is conscious, able to urinate normally in the opinion of a licensed physician

(Medical Doctor or Doctor of Osteopathy), and refuses to be tested, he or she will be considered to be positive and appropriate disciplinary action will be instituted. An employee who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances or alcohol in his/her system. However, if the employee's supervisor, department head, and the City Administrator determine that the performance of the employee is not a contributing factor to the accident, the employee will not be subject to a drug or alcohol test.

C. Reasonable Suspicion. The City may require any employee to be tested upon reasonable suspicion, for the use of controlled substances or alcohol in violation of this policy. Refusal to submit to the test or testing positive for alcohol or illegal drugs will result in disciplinary action up to and including termination of employment.

D. Return-To-Duty. Any employee returning to work after failing a post-accident or reasonable suspicion drug or alcohol test must submit to a return-to-duty test before resuming his/her duties. Furthermore, the City reserves the right to give unannounced drug or alcohol tests (a minimum of six (6) unannounced, follow-up tests over the following twelve (12) months) to the individual for up to sixty (60) months after he or she returns-to-duty.

E. Retest. An employee/applicant shall have the right to have the original sample retested if the employee/applicant makes a written request to the Medical Review Officer (MRO) within seventy-two (72) hours for split specimen testing in accordance with Department of Transportation policy. The employee/applicant may designate retesting by the original laboratory or another laboratory certified by the Nebraska Department of Health or Department of Health and Human Services. The employee/applicant shall pay the cost of re-analysis in advance, subject to reimbursement if the retest is negative.

#### TESTS:

Drug or alcohol screening of applicants or employees will include a urinalysis and may also include a breath analysis test. Testing will look for evidence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP), except in the case of reasonable suspicion and post-accident testing, when any drug and/or alcohol may be tested for. If the test includes additional drugs or alcohol, a separate sample shall be obtained. Initial testing will be conducted by a non-Department of Transportation (DOT) laboratory with all positive tests confirmed by a SAMHSA (NIDA) laboratory.

The initial drug test will be an EMIT (ENZYMATIC IMMUNOASSAY TEST). If it yields a positive result, a GC/MS (gas chromatography/mass spectrometry) test will be conducted to confirm the initial test. If the GC/MS is positive, the employee would be considered as testing positive for drugs. If the GC/MS is negative, the employee will not be considered as having any positive results.

Under City authority, positive blood alcohol tests shall be confirmed by gas chromatography with flame ionization detector. Employees who test positive on an alcohol breath test may request, at their own expense, a confirming blood alcohol test. The City will reimburse the employee for the confirming blood alcohol test if the result is negative.

#### CONFIDENTIALITY:

Laboratory reports, test results, and rehabilitation information shall not appear in an employee's general personnel file, but will be maintained in a separate file. Such information may be disclosed only with the written consent of the individual. However, regardless of consent they may also be released when (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a dispute between employer and employee; (3) the information is to be used in administering an employee benefit plan; and (4) the information is needed by medical personnel for the diagnosis or the treatment of the patient who is unable to authorize disclosure. Such information concerning commercial driver license employees shall be disclosed only upon the written consent of the employee or to state or federal agencies as part of an accident investigation. Records shall be maintained for five years.

#### TRAINING:

The City will provide an employee assistance and education program so that employees and supervisory personnel are aware of the effects of drug and alcohol use on their health and safety. All employees and supervisors, in accordance with the Department of Transportation (DOT) requirements, shall be required to attend training and awareness programs on the effects of drug and alcohol abuse.

#### EMPLOYEE ASSISTANCE PROGRAM:

The City shall provide an Employee Assistance Program to help employees with personal problems. Employees who think they might have a problem are urged to seek confidential help from the Employee Assistance Program representative.

#### DISCIPLINE:

It should be understood that any violation of or any failure to abide by the Drug and Alcohol Policy, will result in severe disciplinary action up to and including termination of employment.

#### REHABILITATION:

Enrollment in, and successful completion of, an approved program of chemical dependency or alcoholism treatment, will be offered once as an alternative to disciplinary action. Successful completion of such treatment will be considered a condition of continuing employment.

- A. Financial Responsibility. The treatment program shall be the financial responsibility of the employee.

- B. Approval. The program must be approved by the City Administrator.
- C. Leave of Absence. The employee's absence from work during the period of treatment shall be considered a leave of absence under applicable personnel policies or collective bargaining agreements.
- D. Return-to-Work. The employee's eligibility to return-to-work, and the timing and condition of such return, shall be determined in each individual case by the City Administrator based on all relevant factors, including without limitation the following:
  - 1. The expressed desire of the employee.
  - 2. The nature of the employee's discharge from treatment and aftercare plan, including the employee's current and projected ability to function independently and to handle the responsibilities of the job.
  - 3. The nature and responsibilities of the employee's prior job, and all appropriate jobs for which there are openings, including the extent of responsibilities, decision making, and stress levels and impact on safety.
  - 4. The recommendation of the employee's treatment providers, supervisors, and the MRO and/or SAP.

As a condition of continued employment, the employee shall be subject to follow up (unannounced) drug testing for not more than sixty (60) months after the employee's return-to-work. Where appropriate, conditions of re-employment may also include a stated period of independent sobriety following discharge from treatment; continuation and active participation in a recovery program; job reassignment or restructuring. Failure to successfully complete the treatment program will result in termination. The employee must provide to the City a written statement from the treatment center verifying that the employee has successfully completed the program and outlining aftercare recommendations.

The conditions of continued employment, as designated by the City Administrator, will be placed in writing and signed by the employee.

**ATTACHMENT C****AUTHORIZATION FOR PAYROLL DEDUCTION**

by \_\_\_\_\_  
(Please print last name, first name, middle name)

Classification \_\_\_\_\_ Social Security No. \_\_\_\_\_

**TO THE CITY OF NORTH PLATTE:**

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I hereby request and authorize you to deduct from my earnings in each pay period a sufficient amount to provide for the regular payment of the current rate of monthly Union dues as certified by the Union. The amount deducted shall be paid to the Treasurer, I.A.F.F. Local #831, North Platte, Nebraska. This authorization shall remain effective unless terminated by me by written notice to the City Personnel Department.

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

**ATTACHMENT D**

The form of revocation for payroll deduction shall be in the following form:

**I.A.F.F. LOCAL NO. 831  
REVOCATION OF PAYROLL DEDUCTION**

TO: THE CITY OF NORTH PLATTE

BY \_\_\_\_\_

“Please cancel and revoke my previous written authorization for the payroll deduction of previously certified monthly Union dues. I understand that I must provide written notice to the Treasurer of the Local Union No. 831 with a copy of this form before it can be considered filed. I represent that I have provided I.A.F.F. Local No. 831 with a copy of this form on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by delivery of the same to \_\_\_\_\_. I further understand that his revocation will be effective 30 days after filing of such notice or immediately upon my termination of employment, whichever first occurs”.

\_\_\_\_\_  
Employee’s Signature