

~~12/22/02 to 12/20/03~~

and

2010

~~12/21/03 to 12/18/04~~ (12/27/2009 – 12/25/2010)

and

2011

~~12/19/04 to 12/31/05~~ (12/26/2010 – 12/24/2011)

and

2012

~~1/1/06 to 12/30/06~~ (12/25/2011 – 12/22/2012)

and

2013

~~12/31/06 to 12/29/07~~ (12/23/2012 – 12/21/2013)

AGREEMENT
BETWEEN
THE CITY OF OMAHA, NEBRASKA
AND
PROFESSIONAL FIREFIGHTERS ASSOCIATION OF OMAHA, LOCAL NO. 385
AFFILIATED WITH
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
AFL-CIO-CLC

PREAMBLE

This Agreement is entered into by and between the City of Omaha, Nebraska, hereinafter referred to as the CITY and Local No. 385, the Professional Firefighters Association of Omaha, affiliated with International Association of Firefighters, AFL-CIO-CLC., hereinafter referred to as the UNION.

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

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ARTICLE 1

UNION RECOGNITION

SECTION 1 The CITY recognizes the Professional Firefighter's Association of Omaha, Local 385, as the sole and exclusive bargaining representative of all full-time Firefighters, Emergency Medical Technicians, Fire Apparatus Engineers, Paramedic Shift Supervisors, Fire Captains, Drill Master, Battalion Fire Chiefs, and Assistant Fire Marshall, but excluding the fire chief, assistant fire chiefs, and temporary employees.

SECTION 2 The term "temporary employee" means any employee in a non-permanent position, the duration of which does not exceed three calendar months.

The term "provisional employee" means an employee holding non-permanent employment in a classified position pending the establishment of an appropriate list, or the return of a classified employee from an extended leave of absence.

The term "employee" as used elsewhere in this Agreement means individuals employed in those job classifications which are included in the recognized bargaining unit as set forth in Section 1 hereof.

ARTICLE 2

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the CITY as granted to it under the laws of the State of Nebraska, the Home Rule Charter of the City of Omaha, 1956, and CITY'S ordinances. These rights, powers, and authority include, but are not limited to the following:

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

12. The right to determine the size and character of inventories and their disposal.
13. The right to determine and enforce employee's quality and quantity standards.
14. The right to contract, subcontract, merge, sell, or discontinue any function or operation of the CITY.
15. The right to engage consultants for any function or operation of the CITY.
16. The right to sell, transfer, lease, rent or otherwise dispose of CITY equipment, inventories, tools, machinery, or any other type of property or service.
17. The right to establish, adopt, modify, change and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
18. The right to control and the use of property, machinery, inventories, and equipment owned, leased or borrowed by the CITY.
19. The right to determine which products are to be processed, manufactured, or sold, and which services are to be rendered, supplied, or discontinued.
20. The right to establish, implement, change, modify, adjust, and discontinue any process, technique, method, means of manufacture or distribution, and the type of machinery or equipment to be used or operated by the CITY or any contractor or subcontractor.
21. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations, and the closing and discontinuance of the same.
22. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The CITY will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Agreement.

ARTICLE 3

CHECK-OFF

- SECTION 1 The CITY shall deduct regular monthly UNION dues from the pay of each employee covered by this Agreement, provided that at the time of such deduction there is in the possession of the Payroll Division Finance Department of the CITY a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "A", and made a part hereof. The employee may revoke such authorization at any time by giving written notice thereof to the Payroll Division of the CITY.
- SECTION 2 Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.
- SECTION 3 Such authorization deductions shall be made from each payroll period and will within ten (10) days be remitted to the duly designated UNION official. The UNION shall advise the Payroll Division of the Finance Department of the CITY in writing of the name of such official.
- SECTION 4 If an employee has no pay coming for the first payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month which deductions shall be limited to the amount of the current regular monthly UNION dues, and shall not include dues for prior months or any portion thereof.
- SECTION 5 If the Payroll Division of the Finance Department of the CITY receives an employee revocation of authorization, no deductions will be made from that payroll period or subsequent payroll period.
- SECTION 6 At the time of execution of the Agreement, the UNION shall advise the Payroll Division of the Finance Department of the CITY in writing of the exact amount of regular monthly UNION dues utilizing a dollar figure. If, subsequently, the UNION requests the Payroll Division of the Finance Department of the CITY to deduct additional monthly UNION dues, such request shall be effective only upon written assurance by the UNION to the Payroll Division of the Finance Department of the CITY that additional amounts are regular monthly UNION dues duly approved in accordance with the UNION'S constitution and by-laws and upon receipt of a new written employee authorization form for this new amount. Such form shall be in accordance with the terms of

Appendix "A" and such form shall be treated for all purpose in like manner as the initial authorization form.

SECTION 7

The CITY shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from employee's next pay period in which UNION dues are normally deducted after written notification to the Payroll Division of the Finance Department of the CITY of the error. If the CITY makes an overpayment to the UNION, the CITY will deduct that amount from the next remittance to the UNION. The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.

ARTICLE 4

BULLETIN BOARDS

- SECTION 1 The CITY shall permit the UNION sole and exclusive use of one bulletin board, or a designated portion of a bulletin board assigned by the Fire Chief, at each station for posting notices of UNION meetings and elections, results of such meetings and elections, informational postings, and reports of UNION committees.
- SECTION 2 Posted notices shall not contain anything political or anything reflecting adversely upon the CITY or any of its employees. Any individual employee that violates this Article shall be disciplined according to this labor agreement. Any flagrant and repeated UNION-authorized violation of this Article shall entitle the CITY to cancel immediately the provisions of this Article and prohibit the UNION further use of the bulletin boards.
- SECTION 3 Posted notices shall be on UNION stationery.
- SECTION 4 Employees nominated for UNION office shall be permitted to post campaign posters on each bulletin board, size not exceeding six (6) inches by eight (8) inches.
- SECTION 5 Any UNION material on UNION letterhead may be mailed by the UNION through the City in-house mailing system and the City's computer system.
- SECTION 6 The Union shall have the right to have a shortcut/ICON/computer folder on the desktop of all sworn Firefighters computers screens.
- SECTION 7 Local 385 Union officers shall be able to use the City's e-mail system subject to any City rules and regulations regarding computer usage in existence now (see Appendix "F").

ARTICLE 5

PROHIBITION OF STRIKES

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

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

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

In the event that the legal status of collective bargaining between public employers and public employees is altered by applicable law, this agreement shall survive unless otherwise prohibited. At the termination of this agreement, the parties' respective rights shall be controlled by applicable law.

ARTICLE 6

DISCHARGE, DISCIPLINE & COUNSELINGS

SECTION 1 DISCIPLINARY ACTION--CAUSE: Any action which reflects discredit upon the service or is a direct hindrance to the effective performance of the CITY government functions shall be considered good cause for disciplinary action. The following are declared to be good cause for disciplinary action against any employee, though charges may be based upon causes and complaints other than those listed:

- (a) Habitual use of alcoholic beverages to excess or any use of narcotics as defined by the Nebraska Criminal Statutes as illegal. For the purposes of this subsection, the term "habitual" shall mean continuous use over a period of twelve (12) or more months;
- (b) Has been adjudged guilty of a crime involving moral turpitude, or infamous or disgraceful conduct;
- (c) Partaking of intoxicating beverages or intoxication while on duty; possessing any alcoholic beverage or non-prescription controlled drug while on duty;
- (d) Use of abusive or improper treatment to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody;
- (e) Offensive conduct or language toward the public or toward City Officers or employees;
- (f) Insubordination;
- (g) Incompetence to perform the duties of his position;
- (h) Negligence in the care and handling of City property. In this case, "negligence" shall mean the failure to exercise the standard of care that a reasonably prudent person would have exercised in a similar situation;
- (i) Violation of any lawful and reasonable official regulation made or given by his superior officer, where such violation or failure to obey amounted to an act of insubordination or a serious breach of proper discipline or may result in, or might reasonably have been expected to result in loss or injury to the City or to the public;

- (j) Commission of acts or omissions unbecoming an incumbent of the particular office or position held, which render his reprimand, suspension, demotion, or discharge necessary or desirable for the economical or efficient conduct of business of the City or for the best interest of the City government;
- (k) Willful violation of the rules promulgated thereunder;
- (l) Has induced or attempted to induce any officer or employee in the City service to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order, or has participated therein;
- (m) Solicitation or receipt from any person, or participation in, any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving favor or better treatment than that accorded other persons;
- (n) Use or attempted use of political influence or bribery to secure an advantage in an examination or promotion;
- (o) Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority; or
- (p) Any cause specified in Section 23-291 through 23-296 inclusive of the Omaha Municipal Code. Copies of such are attached as Appendix "E".
- (q) Counseling is not considered, per se, as disciplinary action.

Violation of the provisions of this Section shall be punishable by reprimand, suspension, demotion, and/or discharge. A copy of this Section with any amendments thereto, shall be submitted to each department head to be posted in such manner as will bring it to the attention of all employees of such department.

SECTION 2 DISCIPLINARY ACTIONS--REPRIMAND: Any employee may be reprimanded for cause. Such reprimand may be in writing. When such reprimand is in writing, it shall be transmitted to the employee and a signed copy shall be transmitted to the ~~Personnel~~Human Resources Department for inclusion in the employee's personnel file. An employee may appeal a written reprimand to the Personnel Board in accordance with the provisions of Article 7. An employee may request

that any written reprimand that is greater than two (2) years old be removed from any City file except as provided in Section 13 and such reprimand shall be removed. All written reprimands must be given to an employee while the employee is on-duty, or mailed to the employee by certified mail, return receipt requested, unless mutually agreed to by the parties.

SECTION 3 DISCIPLINARY ACTIONS--SUSPENSIONS: Any employee may be suspended without pay for cause for a period or periods not exceeding twenty (20) working days if employee is assigned suppression duties; thirty-two (32) working days if employee is assigned non-suppression duties in any twelve (12) consecutive months. A written notice for such suspension shall be transmitted to the employee; a copy of this shall be transmitted to the ~~Personnel~~Human Resources Department. Such notice shall include the reasons for and the duration of the suspension. An employee may request that any suspension that is greater than three (3) years old be removed from any City file except as provided in Section 13 and such suspension shall be removed. An employee shall have the right to have his/her suspension without pay deducted from his/her annual leave or comp time for the first ~~forty-eight (48)~~seventy-two (72) hours of a suspension for Suppression employees or the first ~~thirty-two (32)~~forty-eight (48) hours of a suspension for Bureau employee. For any suspension after the first ~~seventy-two (72)~~forty-eight (48) hours for Suppression employees or the first ~~forty-eight (48)~~thirty-two (32) hours of a suspension for Bureau employees, the Fire Chief shall have the discretion to allow an employee to exchange his/her remaining suspension time deducted from his/her ~~annual leave or comp time~~leave banks.

SECTION 4 DISCIPLINARY ACTIONS--DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee and a copy transmitted to the ~~Personnel~~Human Resources Department within fifteen (15) days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for employment in a lower class and shall not be made if any regular employee in a lower class will be laid off by reason of the action.

SECTION 5 DISCIPLINARY ACTIONS--DISCHARGE: An employee may be discharged for cause. Prior to the discharge of a non-probationary employee becoming effective a written statement containing the reasons for the discharge shall be transmitted to the employee and to the ~~Personnel~~Human Resources Department. The City may suspend such employee immediately and indefinitely with pay. Prior to the discharge becoming effective such employee shall be entitled to present his side of the facts surrounding the discharge to an impartial City decision maker.

SECTION 6

It is understood between the parties that the City may discipline an employee without actually questioning the employee. If the disciplinary action against the employee is greater than a written reprimand, that employee will be questioned by the proper authorities prior to the discipline being given so that such employee can give his/her side of the story. However, anytime an employee is questioned regarding a matter which may, in the reasonable belief of the City, result in the employee being disciplined, the employee shall be entitled to the following rights:

FIREFIGHTER'S BILL OF RIGHTS

1. Prior to any questioning, as above, the employee shall receive written notice of forty-eight (48) hours, regarding the circumstances upon which the proposed discipline may be based. Should the questioning be based upon a formal citizen's complaint, the employee shall be entitled to receive a copy of the citizen's complaint prior to questioning.
2. The employee shall have the right to have the interrogation conducted at a reasonable hour, preferably at a time when the employee is on duty. If the employee is questioned at such a time when the employee is not on duty, such employee shall receive compensation of 1 & ½ times the actual number of hours spent in interrogation.
3. The employee shall have the right to be compensated for actual time spent in interrogation unless the employee is on his regular duty shift and shall be informed of the name and rank of any persons conducting the interrogation.
4. The employee shall have the right to the presence of Union representative and/or UNION attorney during the interrogation, and such representative shall have a reasonable right to be heard.
5. Only one person may be allowed to conduct the interrogation and direct questions to the employee at any given time.
6. The interrogation session shall be limited to a total of two (2) hours unless the employee agrees to further interrogation. Further, the employee shall be allowed a fifteen (15) minute break after each forty-five (45) minutes of interrogation. The employee shall also have the right during the interrogation to be allowed to attend to his or her own physical necessities.

7. The employee shall not be subjected to any offensive language, nor shall he or she be threatened with dismissal, transfer, or other disciplinary punishment as a guise to attempt to obtain his or her resignation, nor shall he or she be intimidated in any manner. No promises or rewards shall be made as an inducement to answer questions. Nothing in this section, however, shall prohibit the City from ordering an employee to answer questions. Furthermore, nothing in this section shall preclude the City from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
8. The employee shall not have the right to record in any manner the interrogation. If the City records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the employee at City expense if disciplinary action is taken against the employee and the employee appeals such disciplinary action. The employee, or the UNION, must request such transcript or duplicate recording be provided, and, in that event, the City will so provide within ten working days. If the request is made by the UNION the affected employee must agree.
9. The name of the employee involved in the interrogation shall be kept confidential and shall not be released to the news media by the City without his/ her express consent.
10. The employee shall have the right to review, at reasonable times and places with reasonable advanced notice, on his off duty time, his official Personnel file in the City ~~Personnel~~Human Resources Department. The employee shall have the right to file a written response to any adverse comment in their file and have it attached to such comment.
11. The City shall not solicit complaints against any employee. Nothing shall, however, prohibit the City from investigating third party complaints.
12. The disposition of any investigation, including any action taken against the employee shall be duly noted on the Notification of Disciplinary Interview form, and the employee will be so notified.
13. After disciplinary action is taken, and if the employee signs a written approval, the City will allow the Union to look at such

employee's complete disciplinary file. However, the Union may not remove or copy any items from such file.

14. After an employee is disciplined, upon appeal of such disciplinary action, the employee will be entitled to have the City turn over to the employee or his/her designee, all information discoverable under the laws of the State of Nebraska. The City shall have the same rights to discovery of information from the employee and/or the Union.
15. WITNESSES IN DISCIPLINARY ACTIONS. If an employee is interviewed and such employee is not the subject of the disciplinary investigation, he/she shall not have a right to a Union representative or any other rights stated above. However, if at any time during the course of this witness interview, the interrogator or witness has reason to believe the witness may be subject to disciplinary action, the interrogator will immediately stop the interview and proceed according to the above Bill of Rights.

SECTION 7 Any disciplinary action must be initiated within thirty-five (35) working days after the Fire Chief or Assistant Fire Chief becomes aware of the incident, provided, however, that the Union and the City may mutually waive or extend this time limit for an additional thirty-five (35) working days for any given proposed disciplinary case. Fire Administration shall have the right to detach duty employee(s) involved in Internal investigations until the investigation is completed or discipline is rendered.

SECTION 8 The Captain or Acting Captain will not be held responsible in the event the fire apparatus or rescue squad is involved in an accident unless the Captain or Acting Captain is negligent in the operation of, or supervision of the operation of, the apparatus.

SECTION 9 The term "working days" as used in this Article and elsewhere in this Agreement when referring to time limitations for the bringing of or responding to discipline or grievances shall mean any Monday, Tuesday, Wednesday, Thursday, or Friday not a holiday for City employees.

SECTION 10 Special Disciplinary Procedures for Employee Loss of Driver's License

1. One of the requirements to hold a sworn position in the Fire is that such employee must possess a valid, current license to operate a motor vehicle. It shall be the responsibility of each individual employee to report to his/her supervisor the loss of driver's license and/or driving privileges as soon as such loss

occurs. FAILURE TO PROMPTLY REPORT LOSS OF DRIVING PRIVILEGES CAN RESULT IN THE EMPLOYEE'S DISCIPLINE AND/OR TERMINATION. This applies any time the employee's driving privileges are terminated, revoked, suspended, or limited in any way by any court or administrative office of the State of Nebraska or any other state or jurisdiction.

2. The City of Omaha recognizes that occasions arise where otherwise valuable employees may temporarily lose their driving privileges. In a desire to help such employees and to protect the City's investment in highly trained personnel, the City is prepared to make certain accommodations when possible.
3. If an employee (probationary or otherwise) loses his/her privilege to operate a motor vehicle for ninety (90) days or less, as above, and promptly reports the loss to his/her supervisor, the following shall apply:
 - a. The employee will be suspended for a period of 0-3 working days. The Fire Chief shall determine the duration of such suspension.
 - b. The employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the employee is at pay grade 1U.F., Step A or B he/she shall be required to wait an additional six (6) months for Step increase. In addition, said employee, during the period he/she is without driver's license is subject to being reassigned by the Fire Chief.
 - c. For a period of one (1) year after such loss of driving privileges said employee shall be subject to having his/her leave schedule changed at the discretion of the Fire Chief.
 - d. The employee shall have no right to appeal any of the above actions (a, b, c) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.
4. If an employee loses his/her privilege to operate a motor vehicle for ninety-one (91) days up to and including six (6) months, as

above, and promptly reports the loss to his/her supervisor, the following shall apply:

- a. The employee will be suspended for seven (7) working days, or less at discretion of the Fire Chief.
 - b. The employee shall (during the period in which he/she does not have the privilege of operating a motor vehicle) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the employee is at pay grade 1U.F., Step A or B he/she shall be required to wait an additional six (6) months for Step increase. In addition, said employee, during the period he/she is without driver's license is subject to being reassigned by the Fire Chief.
 - c. For a period of one (1) year after such loss of driving privileges said employee shall be subject to having his/her leave schedule changed at the discretion of the Fire Chief.
 - d. The employee shall have no right to appeal any of the above actions (a, b, c) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.
5. If an employee loses his license for a period of more than six (6) months, as above, said employee shall be subject to termination or the penalty prescribed in number 4 above. If the penalty is termination of employment said employee shall be allowed to appeal said termination pursuant to this Agreement or any other avenues of appeal.
6. The above provisions are geared to the actual number of days that the employee is without driving privileges. However, no employee will be terminated from his/her employment if the loss of driving privilege, no matter how many days, is as a result of such employee's conviction of driving under the influence, first offense. Each individual incident for each employee shall be considered separately. Example: An employee who loses his driving privileges for sixty (60) days and suffers the penalty for such loss as above, and then subsequently loses his driving privileges for a six (6) month period shall be considered to fall under number 4, above, not number 5.

SECTION 11 TARDINESS:

1. The employee who is tardy shall, in writing, report all pertinent information regarding the tardiness to his/her immediate supervisor.
2. All tardiness as determined by follow-up investigation shall be reported as unauthorized leave and reported (record minutes) on an OFD Form 4. It shall be the responsibility of the immediate supervisor to notify their immediate supervisor of all tardiness via OFD Form 4, in the time period when the tardiness occurred.
3. The immediate supervisor shall immediately report all employees reporting tardy for duty to his/her Battalion Chief/Supervisor **with no** exception. **Failure to do so by a supervisor shall result in disciplinary action being taken against the supervisor.**
4. The immediate supervisor shall investigate the incident of tardiness. The tardy employee shall be required to complete an OFD Form 25 via the chain of command to the Fire Chief citing the reason for their tardiness. A copy of OFD Form 4 shall be forwarded to the Fire Chief documenting the time absent with a loss of pay time absent. **NOTE:** For the purpose of determining the degree of discipline to be imposed for tardiness, each incident of tardiness for an employee shall be accumulated for a period of two years. Each tardiness shall be handled according to the following procedure:
 5. **First Offense:** Counseling
 6. **Second Offense:** Written Reprimand.
 7. **Third Offense:** Eight (8) hour suspension with loss of pay.
 8. **Fourth Offense:** Twenty-four (24) hour suspension with loss of pay.
 9. **Fifth Offense:** Seventy-two (72) hour suspension with loss of pay.
 10. **Sixth Offense:** Five (5) day suspension with loss of pay and/or up to termination.

11. Tardiness will be considered along with overall job performance in determining whether or not to refer an employee to the Employee Assistance Program as a management referral. Obviously, the number of times the employee has been tardy is a factor in management's decision to refer the employee to the Employee Assistance Program. Such a referral is not considered disciplinary action.

SECTION 12 COUNSELING:

1. The City shall institute formalized employee counselings. Counseling is not considered as a form of discipline. These interviews will be conducted with employees on an as needed basis. The purpose of these interviews is to bring to the attention of the affected employee that his job performance and/or failure to follow specific job instructions is unacceptable to his supervisor. Such interviews shall be documented in writing on a form provided by the City. The City is currently using an employee counseling form. This form provides a space for the employee to explain his actions. The employee must sign such documentation form, and after the employee signs the form, no further notation of any sort shall be made on the form. The original of the form shall be maintained in the employee's individual personnel file at the Fire Department; a copy shall be given to the employee. No other copies of this form shall be distributed or filed. If the City desires to change this form, the City and Union must mutually agree to any changes.
2. An employee, on request, may inspect his Departmental personnel file, however no material may be removed or mechanically reproduced from this file except as herein provided. Should the employee feel that such file contains erroneous information he may request an administrative review by the Fire Chief. Any inspection shall be done only at reasonable times and places as determined by the Fire Chief. Should the employee still feel that such file contains erroneous information after having an administrative review performed by the Fire Chief, he/she may request an administrative review by the Labor Relations Director or the ~~Personnel~~Human Resources Director, but not both, whomever the employee chooses.
3. An employee may request that any counseling that is greater than one (1) year old be removed from any City file except as provided in Section 13 and such counseling shall be removed.

SECTION 13 REMOVAL OF COUNSELING, REPRIMAND & SUSPENSION:

1. Whenever an employee removes a counseling, reprimand, or suspension, pursuant to any of the above sections, the employee will be provided with such document. No copy or notation of such document will be maintained in the employee's Fire file or City ~~Personnel~~Human Resources file or any other City file other than provided for herein; however, such counseling, reprimand, or suspension will be maintained in a generic Personnel file ("Removed Disciplinary Actions File") not under any employee's name to be maintained in the City ~~Personnel~~Human Resources Department. Such documentation from the "Removed Disciplinary Actions File" may be used only for purposes of litigation not relating to the employee's discipline; or in appeals, arbitration or litigation relating to the employee's discipline only for purposes of impeachment.

2. In reference to using counselings, written reprimands, or suspensions which have been removed from an employee's file pursuant to the above for the purposes of impeachment, this shall mean that the City of Omaha shall have the right to ask an employee in any appeals, arbitration or litigation relating to an employee's discipline if he has had a past counseling, written reprimand, or suspension conducted regarding the issue of the discipline within the past three (3) years for counseling, four (4) years for written reprimand; or five (5) years for suspension. The question to the employee shall be: "Have you had a past counseling, written reprimand, or suspension of the same or similar nature to this discipline conducted within the past three (3) years, four (4) years; or (5) years respectively?" Once this question is asked, the following shall happen:
 - a. If the employee has had a counseling, written reprimand, or suspension of the same or similar nature to the discipline within the above time periods and the employee answers "yes" to the question, then no further inquiry into the counseling, reprimand, or suspension shall be permitted. Any additional inquiry into an employee's prior counseling, written reprimand, or suspension, once the employee's answer admits their existence, shall be improper.

 - b. If the employee has had a counseling, written reprimand, or suspension of the same or similar nature to the discipline within the above time periods and the employee answers "no" to the question, then the City of Omaha shall have the right to impeach the employee by

presenting the counseling, written reprimand, or suspension as evidence.

3. Evidence of a removed counseling more than three (3) years old, a written reprimand more than four (4) years old, or a suspension more than five (5) years old shall not be admissible in appeals, arbitration or litigation relating to an employee's discipline even for impeachment purposes if the above time periods has elapsed since the date of the past counseling, written reprimand, or suspension.

SECTION 14 Special Disciplinary Procedures for Employee Loss of EMT-B Certificate

One of the requirements to hold a sworn position in the Fire Department is that such employee must possess a valid, current EMT-B certificate. It shall be the responsibility of each individual employee to report to his/her supervisor the loss of such EMT-B certificate as soon as such loss occurs. FAILURE TO PROMPTLY REPORT LOSS OF EMT-B CERTIFICATE CAN RESULT IN THE EMPLOYEE'S DISCIPLINE AND/OR TERMINATION.

The City of Omaha recognizes that occasions arise where otherwise valuable employees may temporarily lose their EMT-B certificate. In a desire to help such employees and to protect the City's investment in highly trained personnel, the City is prepared to make certain accommodations when possible.

If an employee loses his/her EMT-B certificate for a period of less than one (1) year and promptly reports the loss to his/her supervisor, the following shall apply:

1. The employee may be suspended for a period up to seven (7) working days, or less at the discretion of the Fire Chief.
2. The employee shall (during the period in which he/she does not have their EMT-B certificate) be reduced in pay to the next lower pay level which is closest to a 10% pay reduction but does not exceed a 10% reduction (except for employees at probationary steps which may go to the top step of next lower rank regardless of whether or not this is more than a 10% reduction.) If the employee is at pay grade 1U.F., Step A he/she shall be required to wait an additional six (6) months for Step increase. In addition, said employee, during the period he/she is without their EMT-B certificate is subject to being reassigned by the Fire Chief. In no event shall an employee be subject to a 10% pay reduction for the loss of both an EMT-B

license and the loss of a drivers license if the two arise out of a single occurrence.

3. For a period of one (1) year after such loss of their EMT-B certificate said employee shall be subject to having his/her leave schedule changed at the discretion of the Fire Chief.
4. The employee shall have no right to appeal any of the above actions (a, b, c) pursuant to this Agreement or any other avenues of appeal. The above shall be final and binding on all parties.

If an employee loses his EMT-B certificate for a period of more than one (1) year, as above, or if the employee suffers a permanent loss of an EMT-B certificate, then said employee shall be subject to disciplinary action up to and including termination. If the penalty is termination of employment said employee shall be allowed to appeal said termination pursuant to this Agreement or any other avenues of appeal.

SECTION 15 FAE Peer Review Board for Department Apparatus Accidents:

1. Beginning at the ratification of this collective bargaining agreement, a review board consisting of five (5) FAE's to be chosen by mutual agreement between the Fire Union and Fire administration shall be put in place.
2. This review board can be called upon to assemble as necessary or as requested by an FAE who may be facing disciplinary action for a driving offense.
3. The purpose of this board will be to recommend to the Fire Chief a suitable course of action or a recommendation with respect to any discipline that may or may not be deemed necessary with particular attention to the circumstances that are specific to each individual case or accident. Ultimately, it will be the Fire Chief's decision to follow the board's recommendation or not.
4. If the employee requests the convening of this board, the 35-day time limit (Article 8) begins upon the board's final written recommendation to the Chief.

ARTICLE 7

APPEAL PROCEDURE

- SECTION 1 Any employee who has satisfactorily completed his probationary period of employment with the City of Omaha shall have the right to appeal to the Personnel Board or arbitration from a suspension, discharge, or reduction in classification or pay (excluding performance appraisals) not later than ~~ten (10) calendar~~ fifteen (15) working days after receiving notice of such action.
- SECTION 2 The appeal must be in writing setting forth the reasons why such action is improper and submitted to the ~~Personnel~~Human Resources Director within the fifteen (15) working~~ten (10)~~ day time period, who shall cause such appeal to be placed on the agenda of the next regularly scheduled Personnel Board Meeting, provided the appeal is received at least fifteen (15) working ~~ten (10) calendar~~ days prior to the regularly scheduled Personnel Board Meeting otherwise it shall be placed on the agenda of the Personnel Board for the following regularly scheduled meeting. Should the employee desire to appeal to arbitration, such appeal shall follow the above requirements and limitations. Such appeal, however, shall request arbitration. Upon receipt of an arbitration request the ~~Personnel~~Human Resources Director shall refer the request to the Labor Relations Director who shall take the steps necessary to arrange for arbitration. The procedures and arbitration rules shall be the same as set forth in Article 8, Section 2, Step 3.
- SECTION 3 The Personnel Board or arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension nor have jurisdiction to increase the disciplinary action being appealed.
- SECTION 4 If an employee, serving a probationary period by virtue of promotion, is discharged or demoted for reasons of misconduct or delinquency, he shall be entitled to file and process an appeal under the provisions of Section 2 hereof.
- SECTION 5 An employee shall have the right to process an appeal individually, by the UNION, and/or by an attorney at law. If an employee elects not to use the UNION or its attorney in the processing of an appeal, the decision of the Personnel Board or arbitrator shall not set binding precedent on the UNION.
- SECTION 6 An employee who is terminated, demoted, suspended, or given a written reprimand shall, upon request, meet with the Labor Relations Director at any time prior to his appeal being heard by the Personnel Board or arbitrator. The purpose of this meeting is so that the employee may present his side of the events leading up to the

discipline. After this meeting the employee shall be promptly notified whether or not the disciplinary decision will be changed. The employee's Union representative shall be provided reasonable notice of the meeting and shall be entitled to be present at such meeting unless the employee, upon being so advised, waives, in writing, his right to have Union representation.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 1 GRIEVANCE as defined in this Agreement is a claim of an employee arising during the term of this Agreement which is not limited to matters of interpretation or application of the express provisions of this Agreement, but excludes discharge and disciplinary actions. Additionally, the Union shall have the right to file a recognized grievance on behalf of two or more bargaining unit employees.

SECTION 2 The following procedure shall be used in the submission of a grievance, as defined in Section 1 hereof.

Step 1. An employee who has a grievance shall present the same in writing to the Fire Chief or his designated representative within ~~ten (10)~~fifteen (15) working days from the date on which the employee becomes aware of his grievance. The written grievance must set forth the sections and articles of this Agreement upon which a matter of interpretation or application is involved. The Fire Chief or his designated representative shall respond to the grievant in writing within ~~ten (10)~~fifteen (15) working days from the date on which the written grievance is received.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance shall be presented to the Labor Relations Director or a designated representative within ~~ten (10)~~fifteen (15) working days from the date any decision was made under Step 1. The Labor Relations Director or his designated representative shall respond to the grievant in writing within ~~ten (10)~~fifteen (15) working days from the date on which the grievance was received.

Step 3. If a satisfactory settlement is not reached under Step 2 hereof, either the aggrieved employee or the City of Omaha by and through the Fire Chief or his representative shall, within ~~ten (10)~~fifteen (15) working days from the expiration of the time limits as set forth in Step 2 or any extension thereof as set forth in Section 3, by written notice to the other party request arbitration or that the grievance be heard by the Personnel Board.

The CITY shall furnish the UNION with a copy of any such notice sent or received requesting arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be mutually selected by the parties within a reasonable time after the submission of written demand for arbitration, but not to exceed thirty (30) calendar days. Such arbitrator shall be selected by the parties from a list of local arbitrators. Such list shall be compiled and agreed to by the parties on a yearly basis, or as needed. If the parties are unable to mutually agree as to the selection of an arbitrator within such time limit and either party continues to demand arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. Each party shall have the right to strike three (3) names from the list of arbitrators as submitted. The party requesting arbitration shall have the right to strike the first name and the other party shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the City of Omaha, and on all bargaining unit employees. When an employee elects to process a grievance without Union representation or assistance, the Union shall have the right after the arbitrator has been selected to intervene and become a party to the proceeding.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expenses. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires that a record of the testimony be made at the proceedings it may cause such a record to be made at its expense provided, however, that it supplies the arbitrator and other party or parties with copies of such record at no expense to the other party or parties.

SECTION 3 Any time limitation provided herein may be waived or extended in writing by mutual agreement of the aggrieved employee or the UNION and of the Labor Relations Director or his designated representative. A failure by employee or the UNION to comply with any time limitations or extensions thereof, absent written waiver of the same by the Labor Relations Director or his designated representative, shall constitute a withdrawal of the grievance.

SECTION 4 An aggrieved employee shall have the right to process his grievance individually, by the Union, and/or by an attorney at law.

SECTION 5 If a matter under this Article is pending before the Personnel Board for more than ninety (90) days, the City and the Union may, by mutual agreement, submit the matter to a mutually selected arbitrator for expedited determination.

ARTICLE 9

COMPLAINT PROCEDURE

- SECTION 1 A COMPLAINT as defined herein means any suggestions or disagreements by an employee or his/her collective bargaining representative concerning the terms or conditions of his/her employment. A complaint does not include matters of discharge and discipline or grievances as defined in Section 1 of Article 8.
- SECTION 2 The employee, or his/her collective bargaining representative, shall have the right to discuss a complaint with the chief of the department only after having first exhausted the procedures of the department for processing of complaints without satisfactory resolution. After the Fire Chief has heard the complaint, he/she shall promptly notify the employee in writing within fifteen (15) working days whether or not any changes will take place because of the complaint. The employee's union representative, or attorney, shall also be provided with a copy of the Fire Chief's response.

ARTICLE 10

SENIORITY & FURLOUGHS

SECTION 1 Seniority shall be based on continuous length of service as a uniform member of the Omaha Fire Department without a break or interruption; provided, that any suspension for disciplinary purposes as provided in Section 3 or Article VI, absence on authorized leave with pay, absence on authorized leave without pay; lay-off for thirty (30) calendar days or less, or demotion, shall not constitute a break or interruption of service within the meaning of this Section. For the purposes of bidding for vacation leave ~~and personal leave days~~, the following ranks shall be classified into two (2) related groups and total uniform fire division seniority within each of these two (2) separate groups shall establish the relative seniority rights within each group.

First Group: Firefighter
 Fire Apparatus Engineer
 Paramedic Shift Supervisor
 Captain
 Drillmaster
 Assistant Fire Marshall

Second Group: Battalion Fire Chief

For each furlough period a minimum of fourteen (14) employees will be allowed furlough of which no more than one (1) shall be from the Second Group. Each furlough period shall consist of a minimum of two (2) employees from the rank of Captain as well as a minimum of two (2) employees from the rank of FAE. Fewer than fourteen (14) may be allowed furlough if fewer than fourteen (14) bid. In that event all employees who bid will be allowed furlough. The Chief and the Union, upon mutual agreement, may allow more than the minimum of fourteen (14) employees off on furlough. Additionally the Chief, at his/her sole discretion, may allow more than one from the Second Group.

Members assigned to a forty (40) hour week shall select their vacations within their respective bureaus.

The payroll year will consist of a minimum of twenty-three (23) furlough periods (sometimes 24 based on the payroll year and shift) each consisting of five (5) 24-hour workdays beginning at the first day of each payroll year.

Employees who have completed their probationary period by ~~July~~ 4th January 1st of any given year but who have not completed ~~five~~ (5) seven (7) years of total service as a sworn Fire employee, shall be

allowed to bid ~~two (2) three-day furlough periods~~ one (1) five-day furlough period for the ensuing year. Employees who have completed ~~five (5)~~ seven (7) years of total service as a sworn Fire employee by ~~July 1st~~ January 1st of any given year, shall be allowed to bid two (2) five-day furlough periods for the ensuing year.

Furlough periods for the next year will be posted in such a fashion so that furloughs will be awarded and announced no later than November 1, unless mutually agreed upon by the City and the Union.

If a furlough spot becomes open due to an employee separating from City service, IOD (in that an employee on IOD cannot use their furlough), military leave, or by a transfer, such spot or spots shall be open for rebidding. By the first day of each month, Fire Management shall post openings for ~~ten (10)~~ fifteen (15) calendar days, and the most senior employee bidding for that opening shall be awarded the spot.

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

SECTION 3 Where two (2) or more employees in the Same Group listed in Section 1 above, are appointed on the same date, their seniority standing shall be determined in the order of their placement on the certified employee list from which their appointments were made.

SECTION 4 The City shall furnish the Union with an up to date seniority list and a list of employees by promotional date by October 1st of each year.

ARTICLE 11

PROBATIONARY FIREFIGHTERSCANDIDATES & EMPLOYEES

SECTION 1 ~~Upon initial hire, a probationary Firefighter shall serve in the training academy for a period of three (3) months and successfully complete the entire training program, with the exception of probationary Firefighters meeting the criteria under Section 6 below. The probationary period consists of a total of six (6) months, including time in training. The candidate's probationary period shall consist of time spent in the Training academy and one (1) year of actual employment in Suppression duties. Any interruption of employment during any probationary period shall not be counted as part of such period. Approved leave not in excess of thirty (30) calendar days does not constitute an interruption of employment within the meaning of this Section. A probationary candidate Firefighter rehired after termination of previous employment shall be hired as a probationary employee and such probationary period shall consist of time spent in the Training academy and one (1) year of actual employment in Suppression duties~~ six (6) months of actual employment and prior service shall not be credited to such period of time.

Any probationary ~~candidate~~Firefighter who does not satisfactorily meet the requirements of an entry level firefighter during the probationary period may have his/her probationary period extended for an additional six (6) months and the pay increase likewise postponed. Such employee shall be further evaluated by another Captain in another assignment for these six months. An employee whose probation has been extended pursuant to the above shall have no right to appeal or grieve such extension. The employee shall have rights to the extent provided in Section 3, below, for employees with more than six (6) months service.

It is understood by and between the parties that a probationary ~~candidate~~Firefighter may be terminated at any time during the probationary period; at the end of that period or at any time during the extension. The decision to extend or to exercise the option to terminate shall rest solely with the Fire Chief.

~~SECTION 2 An employee who is transferred to another position in the same or different class in the same department prior to the completion of his probationary period shall complete that service period in the latter position by adding thereto his service in the former position.~~

SECTION 3 ~~2~~ At any time during the probationary period the Fire Chief may remove an employee whose performance does not meet the required standards, provided that he shall report the removal and reasons

therefore in writing to the ~~Personnel~~Human Resources Director and to the employee concerned. Any employee removed from a position during ~~the year's~~his/her probationary period or during the six (6) months of a promotional probationary period, except where otherwise provided in Section 4 of Article 7 shall not be entitled to appeal such removal or have the same reviewed by an arbitrator, Personnel Board, or any court of law. However, such employee shall have the right to address his/her termination with either the ~~Personnel~~Human Resources Director or the Labor Relations Director, but not both.

- SECTION 43 At any time during the probationary period when an employee is about to be laid off because of reduction in force, the Fire Chief, with the consent of the employee, may demote such employee, in lieu of lay-off if he is otherwise eligible and work is available in a lower class. The name of such employee shall be restored to the lists from which it was removed at time of appointment. The probationary period of an employee demoted in lieu of lay-off during that period shall include the period of probation in the higher class. No demotion of this kind shall be made if it will result in the separation of any other employees with greater length of service. An employee serving as a result of appointment from a promotional list, who is removed from the new position for reasons other than misconduct or delinquency and who was a regular employee in another position in the classified service immediately prior to his promotional appointment, shall be reinstated in his former position or one of like status and pay.
- SECTION 54 At least seven (7) days prior to the expiration of an employee's probationary period, the Fire Chief shall notify the ~~Personnel~~Human Resources Director in writing whether the services of the employee have been satisfactory and whether the employee will be continued in his position. The Fire Chief or his/her designee shall give a copy of this notice to the employee. Upon receipt by the ~~Personnel~~Human Resources Director of a favorable report, the appointment of the employee shall be made regular at the expiration of the probationary period. In the absence of such a favorable report, the employee shall receive no further pay after the expiration of the probationary period.
- SECTION 65 Notwithstanding whether or not an employee is or is not probationary, the City shall have the exclusive right to assign whatever duties and shift it deems advisable to any employee during his first three (3) years of employment.
- SECTION 76 Any probationary Firefighter who the Fire Chief believes has had adequate previous firefighting training with another regular paid professional fire service may be assigned to Suppression duties before completing the full training program, as a lateral hire. Adequate previous firefighting training is to be considered at least two (2) year's

~~previous experience with a paid professional fire department which shall include certification in Firefighter I & II and an EMT-B license. Additionally, such lateral hire must have completed four (4) weeks training in the Training Bureau and have passed an appropriate minimum proficiency examination and a practical skills assessment test as administered by the Fire Department Training Bureau. If the lateral hire does not pass the examination, he/she is required to complete the entire training. The lateral hire criteria shall include but not be limited to the above stated requirements. Any probationary Fire Candidate employee who the Fire Chief believes has had adequate previous firefighting training with another regular paid professional fire service may be assigned to Suppression duties before completing the full training program ("fast tracked"). The fast tracked Probationary Fire Candidate shall be, at a minimum, current EMT-B Nebraska State Certified (or shall meet Nebraska State guidelines) and Nebraska State Certified Firefighter I (or shall meet Nebraska State guidelines). In order to be so assigned, such Probationary Fire Candidate must pass an appropriate minimum proficiency examination and a practical skills assessment test as administered by the Fire Department Training Bureau. If the Probationary Fire Candidate does not pass the "fast-track" examination, the Probationary Fire Candidate is required to complete the entire training. Fast tracked Probationary Fire Candidate criteria shall include but not be limited to the above stated requirements.~~

SECTION 87

All non-certified Nebraska EMT-B Probationary Fire Candidate Firefighters shall complete the D.O.T. EMT-B course prior to leaving the Fire Department Training Academy and being assigned to Suppression duties. Probationary Fire Candidate Firefighters, upon completion of the EMT-B course, must take the National Registry examination prior to the candidate Firefighter leaving the academy. This registry exam shall be considered a "Final Exam" as defined in Section 9 below. Should a Probationary Fire Candidate Firefighter fail this registry exam, he/she shall, on their own accord and at their own expense, enroll immediately into an EMT-B refresher course. Once the EMT-B refresher course is completed, a retake of the National Registry examination will be administered. Probationary Fire Candidate Firefighters must achieve a seventy percent (70%) minimum proficiency passing score on the registry retake examination. Probationary Fire Candidate Firefighters must pass the registry retake examination within three (3) months of Fire Administration receiving notification of the candidate Firefighter's initial registry exam failure. Failure to achieve a seventy (70%) minimum proficiency passing score on the registry retake examination may lead to termination for such candidate Firefighter at the discretion of the Chief.

SECTION 98 While an employee is a Probationary ~~Fire Candidate~~Firefighter, he/she is subject to a minimum of four test groups, with the minimum passing point for all tests being seventy percent (70%). If a higher score is required as a minimum standard established by another governing body (i.e. the American Heart Association, D.O.T., etc.), Probationary ~~Fire Candidate~~Firefighters will be notified prior to taking the exam of the required higher score. The four test groups are:

1. Quizzes (given on a weekly basis)
2. Final Test (given at the end of the Training Academy schedule)
 - Some Probationary ~~Fire Candidate~~Firefighters who have not been certified EMT-B will be given an EMT-B Final Examination (i.e. the National Registry examination).
3. Monthly Tests (given on a monthly basis as Probationary ~~Fire Candidate~~Firefighters continue their training while assigned to Suppression duties)
4. Comprehensive Confirmation Test (given prior to or at the end of one year of Suppression duty)

If a Probationary ~~Fire Candidate~~Firefighter fails a weekly quiz, he/she will be allowed to retake the quiz within six (6) working days of the failure. The Probationary ~~Fire Candidate~~Firefighter may progress through training if he/she receives an eighty percent (80%) score on this re-test. If a Probationary ~~Fire Candidate~~Firefighter fails a second quiz, the above procedures shall apply. If a Probationary ~~Fire Candidate~~Firefighter fails a third quiz, he/she shall be terminated from employment at the discretion of the Chief.

If a Probationary ~~Fire Candidate~~Firefighter fails an end of training Final Test, given while assigned to the academy, and the Probationary ~~Fire Candidate~~Firefighter has failed a weekly quiz, he/she shall be terminated from employment at the discretion of the Fire Chief. However, if a Probationary ~~Fire Candidate~~Firefighter fails the end of training Final Test, and has not failed any weekly quizzes and has been accommodated as stated above, he/she will be allowed to retake a Final Test within six (6) working days of the failure. In order to pass the retake of the Final Test, a Probationary ~~Fire Candidate~~Firefighter must achieve a minimum score of eighty percent (80%). If a Probationary ~~Fire Candidate~~Firefighter fails the retake of the Final Test, he/she shall be terminated from employment at the discretion of the Chief. For those Probationary ~~Fire Candidate~~Firefighters that do not have their EMT-B certification, these employees will be required to

pass the National Registry Examination, as governed in Section 8 above.

If Probationary ~~Fire Candidate~~Firefighter fails a monthly test, he/she will be allowed to retake the test within six (6) working days of the failure. The Probationary ~~Fire Candidate~~Firefighter may progress through training if he/she receives an eighty percent (80%) score on this re-test. If a Probationary ~~Fire Candidate~~Firefighter fails a second monthly test, he/she shall be terminated from employment at the discretion of the Chief.

If a Probationary ~~Fire Candidate~~Firefighter fails the Comprehensive Confirmation Test, and the Probationary ~~Fire Candidate~~Firefighter has failed either a monthly test or the Final Test, he/she shall be terminated from employment at the discretion of the Chief. However, if a Probationary ~~Fire Candidate~~Firefighter fails the Comprehensive Confirmation Test and has not failed any monthly test, he/she will be allowed to retake the test within six (6) working days of the failure. The Probationary ~~Fire Candidate~~Firefighter shall pass the Comprehensive Confirmation Test if he/she receives an eighty percent (80%) score on this re-test. If a Probationary ~~Fire Candidate~~Firefighter fails the retake of the Comprehensive Confirmation Test, he/she shall be terminated from employment at the discretion of the Chief.

SECTION 409 If a Probationary ~~Fire Candidate~~Firefighter has previously successfully completed the Omaha Fire Department Training Bureau Academy coursework, he/she may be assigned directly to Suppression duties.

SECTION 4410 There are additional courses and subjects taught at the Fire Training Academy that have separate testing procedures governed and regulated by different governing authorities (i.e. the State of Nebraska, the American Heart Association, etc.). Probationary ~~Fire Candidate~~Firefighters must pass final tests for these courses in order to graduate from the Training Academy. The Fire Training Bureau will follow the rules and regulations of the respective governing board when administering the coursework, testing and retesting of these subjects. The determination of which courses will be required of Probationary ~~Fire Candidate~~Firefighters lies solely with Fire Administration. These courses include, but are not limited to:

1. Nebraska Firefighter I Certification
2. Haz Mat Training for First Responders/Operations
3. American Heart Association Basic Life Support for Healthcare Providers

4. EMT-Basic Course, Nebraska Department of Health & Human Services (Probationary ~~Fire Candidate~~Firefighters who are not certified in the State of Nebraska at the minimum level of EMT-Basic prior to the start of the Training Academy will be subject to the current rules and regulations relating to Certification of Out-of-Hospital Emergency Care Providers, Title 172, Nebraska Administrative Code, Chapter 11.)

SECTION ~~42~~11 Throughout the probationary process, Probationary ~~Fire Candidate~~Firefighters will be instructed in practical skills that are job specific for the position of Firefighter. Such instruction shall include advising the Probationary ~~Fire Candidate~~Firefighter of the particular skill involved, the criteria of grading, and the Probationary ~~Fire Candidate~~Firefighter's progress in attaining that skill. Probationary ~~Fire Candidate~~Firefighters will be evaluated throughout the training program to insure that they are capable of performing all practical skills. As part of a Probationary ~~Fire Candidate~~Firefighter's Comprehensive Confirmation Test, such ~~candidate~~Firefighter will be required to pass their practical skills test. Practical skills evolutions will be graded on a pass/fail basis and Probationary ~~Fire Candidate~~Firefighters are required to pass all skills tested in order to be confirmed.

If a Probationary ~~Fire Candidate~~Firefighter fails one or more practical skills evolutions during the training process, the following process will be followed:

- a. The Probationary ~~Fire Candidate~~Firefighter will be counseled using a ~~Candidate~~Firefighter Counseling Form and given additional training on the particular skill(s) in question. If the Probationary ~~Fire Candidate~~Firefighter is still unable to complete the skill(s) in question, the Training Staff will make available training resources to help the ~~candidate~~Firefighter in their training.
- b. One (1) month after the Probationary ~~Fire Candidate~~Firefighter initially failed the particular skill(s) in question; such ~~candidate~~Firefighter will retake the examination on such skill(s). If the Probationary ~~Fire Candidate~~Firefighter fails the retake examination on the particular skill(s) involved, he/she shall be terminated from the Omaha Fire Department at the Chief's discretion.

SECTION ~~43~~12 In a case of a promotion, the employee's probationary period shall consist of six (6) months of actual employment. Any interruption of employment during this probationary period shall not be counted as part of such period. Approved leave not in excess of thirty (30)

calendar days does not constitute an interruption of employment within the meaning of this Section.

ARTICLE 12

LAY-OFFS

- SECTION 1 Whenever a reduction in work force becomes necessary, then within those classifications affected, the City shall lay-off the least senior employee within that classification. For purposes of this Article, lay-offs shall be by seniority in classification, that is, by appointment date to that classification. Further, any movement to a lower classification after lay-off shall be by seniority in classification except that displacement in a lower classification shall be to the least senior employee in that classification.
- SECTION 2 No regular employee shall be laid off from any classification while there are provisional or probationary, employees working the same classification.
- SECTION 3 The names of regular employees who have been laid off shall be placed on a lay-off list, maintained by the ~~Personnel~~Human Resources Department and shall be eligible for re-employment for a period of seven (7) years, and CITY shall rehire in the reverse order of lay-off provided, such employees must meet the minimum qualifications at the time they were laid off to perform the duties of the position. The Chief, at his/her discretion, may require such employee to undergo additional training depending on the time period the employee has been laid off.
- SECTION 4 Where an employee has accepted a position in a lower classification by virtue of Section 1 hereof, he shall be recalled to his former position when the same becomes available in the reverse order of reduction.

ARTICLE 13

UNION ACTIVITIES

SECTION 1 The UNION agrees that it will not at any time solicit membership or collect UNION dues, fees, or assessments of any kind, on CITY time or in CITY buildings or on CITY property except provided in Section 2 below. The Union will be allowed to distribute literature in City buildings or on City property only if the literature is of a non-controversial nature regarding Union business and not on City time.

SECTION 2 However, it is agreed that the solicitation of members and distribution of Union literature of a non-controversial nature will be allowed during two (2) presentations of three (3) hours each or one (1) presentation of six (6) hours to be made by UNION representatives before each new firefighter recruit class. ~~Each presentation shall not exceed three (3) hours.~~

ARTICLE 14

NON-DISCRIMINATION

- SECTION 1 The parties hereby agree not to discriminate against employees because of race, sex, color, creed, ~~religious~~ religion, or ~~political affiliations~~, national origin, disability, or marital status.
- SECTION 2 The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of employees to withdraw, revoke, or cancel UNION membership.
- SECTION 3 Whenever male gender is used in this Agreement, it should include the female gender when applicable.
- SECTION 4 Notwithstanding any provisions of the Omaha Municipal Code with respect to mandatory retirement, the parties hereby agree that the current provisions of the Nebraska Age Discrimination Act found at Neb. Rev. Stat. §48-1001, et. seq., shall control the actions of the City and the parties further agree to abide by any other state and federal regulations regarding discrimination on the basis of age (See Appendix "G").

ARTICLE 15

OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES

- SECTION 1 OUTSIDE EMPLOYMENT: Employees shall be entitled to engage in outside employment, including employment or service as an appointed officer for any public body, not otherwise prohibited by the provisions of this Agreement, and further including employment which requires the use of the official fire department uniform. Such employment will not be allowed if it creates a conflict of interest or a conflict with the employee's performance of his duties with the CITY. For employees requesting outside employment which requires the use of the official Fire Department uniform, the provisions of this Section shall be enforced by the Fire Chief or his designated representative whose decision shall be final and binding and not subject to further appeal or review by an arbitrator or Personnel Board. For outside employment which does not require the use of the official Fire Department uniform; if such outside employment is denied by the Chief, the employee shall be entitled to meet with the Chief, the Chief's designee, and the employee's union representative, if desired, to discuss such denial. The Chief will promptly notify the employee in writing of his decision based on this meeting. Such decision shall be appealable to the Personnel Director or Labor Relations Director, and not subject to further appeal or review by an arbitrator or Personnel Board.
- SECTION 2 EMPLOYMENT IN TWO OR MORE DEPARTMENTS: No employee shall be employed simultaneously by two or more departments of the CITY when the total number of hours worked exceeds the normal work week in either department.
- SECTION 3 LIMITATIONS ON EMPLOYEES' DUTIES: No employee shall be assigned any duties other than his recognized firefighting duties which duties include normal custodial and maintenance work at the assigned station; it is understood that said duties include the washing of walls, excluding apparatus bay walls, and all Fire Department vehicles will be washed by employees as needed, however, the painting of walls shall be excluded from the above as well as any work normally performed by trade unions. Any mechanical maintenance work on vehicles shall also be prohibited.

The above does not apply to limited duty situations covered by Article 41.

ARTICLE 16

LEAVE PROVISIONS

SECTION 1

SICK LEAVE WITH PAY: Sick leave shall be earned by uniformed employees assigned to a twenty-four (24) hour shift at the rate of ~~8.31~~ 5.7 hours per payroll period and there shall be unlimited accumulation of unused sick leave. ~~may not be accumulated in excess of 1,200 hours (on or after the passage of the 2002 labor agreement, sick leave may not be accumulated in excess of 2,400 hours); provided however, that such employee who has accumulated 1,200 hours of unused sick leave shall be entitled to a credit for vacation leave at the rate of 2.77 hours each payroll period to a maximum of seventy two (72) hours in a payroll year, provided that such employee has to his credit 1,200 hours of unused sick leave. From and after December 21, 2003, an employee will be required to have accumulated sick leave in excess of the number listed below in the column entitled "Total" to earn such annual leave bonus. It is understood that this "Total" column increases from year to year as indicated.~~

~~Sick leave shall be earned by uniformed employees assigned to a forty (40) hour work week at the rate of 5.544.1 hours per payroll period and there shall be unlimited accumulation of unused sick leave. ~~may not be accumulated in excess of 800 hours (on or after the passage of the 2002 labor agreement, sick leave may not be accumulated in excess of 1,600 hours; provided, however, that such employee who has accumulated 800 hours of unused sick leave shall be entitled to a credit for vacation leave at the rate of 1.98 hours each payroll period, to a maximum of 51.48 hours in a payroll year, provided that such employee has to his credit 800 hours of unused sick leave. From and after December 21, 2003, an employee will be required to have accumulated sick leave in excess of the number listed below in the column entitled "Total" to earn such annual leave bonus. It is understood that this "Total" column increases from year to year as indicated.~~~~

~~From and after the legal execution of this labor agreement, there is hereby created two separate sick leave accumulated banks for Suppression employees: (1) short term sick leave bank; and (2) long-term sick leave bank. The short-term bank shall not exceed 1,200 hours. If an employee has less than 1,200 hours, accrued sick leave shall be credited to the short term bank until it reaches 1,200 hours. Any sick leave used by an employee shall be deducted from the short-term bank. Any additional hours an employee earns or has to his/her credit at the time this agreement is executed over 1,200 hours shall be credited to the long-term bank unless the employee's short-term bank~~

is less than 1,200 hours. In that event, all accrued sick leave shall be credited to the short term bank until it reaches 1,200 hours.

Date	Short-Term Bank	Long-Term Bank	Total
12/21/2003	1200	192	1392
12/19/2004	1200	384	1584
1/1/2006	1200	576	1776
12/31/2006	1200	768	1968
12/30/2007	1200	960	2160

From and after the legal execution of this labor agreement, there is hereby created two separate sick leave accumulated banks for Bureau employees: (1) short term sick leave bank; and (2) long term sick leave bank. The short term bank shall not exceed 800 hours. If an employee has less than 800 hours, accrued sick leave shall be credited to the short term bank until it reaches 800 hours. Any sick leave used by an employee shall be deducted from the short term bank. Any additional hours an employee earns or has to his/her credit at the time this agreement is executed over 800 hours shall be credited to the long term bank unless the employee's short term bank is less than 800 hours. In that event, all accrued sick leave shall be credited to the short term bank until it reaches 800 hours.

Date	Short-Term Bank	Long-Term Bank	Total
12/21/2003	800	128	928
12/19/2004	800	256	1056
1/1/2006	800	384	1184
12/31/2006	800	512	1312
12/30/2007	800	640	1440

Employees may with the approval of the Fire Chief, utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Employees shall advise the supervisor of the apparatus he/she would be reporting to on that specific day by 0600 hours when it is necessary to be absent from work on account of sickness. Bureau employees are required to contact their Bureau by 0730 hours to request sick leave. At 1300 hours, an employee must contact his/her Assistant Fire Chief to inform him/her of their condition. Upon returning to duty, the employee must submit an electronic OFD-25 form to the Fire Chief, via the chain of command, detailing his/her specific illness or injury that kept the employee off duty on sick leave.

Employees shall keep their supervisor currently informed of their condition. Employees on approved sick leave must stay at their

residence unless pre-approved by their Assistant Chief, based upon the medical situation as presented by the employee. Failure to fulfill these requirements may result in the denial of sick leave. The Fire Chief shall be responsible for verifying and administering sick leave within their respective departments. The Fire Chief may require either a certificate of a physician stating that such illness or injury prevented the employee from working or a medical examination by a physician designated by the ~~Personnel~~Human Resources Director or his designated representative. Sick leave shall not accrue during any period of absence without pay in excess of five (5) working days per bi-weekly payroll period.

~~FAMILY SICK LEAVE: Employees are allowed to use one hundred twenty (120) hours if assigned to Suppression or forty (40) hours if assigned to the Bureau~~any of their own sick leave in a payroll year for illness or injury to an employee's spouse, child, mother, father, brother and/or sister. ~~immediate family members ("Immediate" family member, as the Family Medical Leave Act defines that term, refers to an employee's spouse, daughter, son or parent).~~

If an employee does not use any sick leave and/or family sick leave in a payroll year, then such employee shall earn an additional one (1) work day (Suppression or Bureau as the case may be) of annual leave in the subsequent payroll year. An employee's use of sick leave and/or family sick leave for the birth of the employee's child shall not cause the employee to lose their additional annual leave day. Fire management will offer to at least one (1) employee daily on the basis of total job seniority the ability to use this annual leave day.

The procedure for granting this additional annual leave day provided for herein is:

1. Granting of this additional annual leave day shall be determined on the basis of total service with the Omaha Fire Department. The Fire Chief shall have the sole discretion to allow more than one (1) employee to use this additional annual leave day per duty shift. For Bureau employees, an employee's Battalion Chief shall have the discretion to approve any and all requests for use of this additional annual leave day.
2. No employee shall be allowed to submit more than ten (10) bids per bidding period for this additional annual leave day.
3. Request for use of this additional annual leave day shall be submitted between the 1st and the 15th of the month for leave to be granted the following month. Leave shall be granted by total job seniority. Any open slots in the month shall be utilized

on a seniority basis as long as a request is submitted by 1700 hours two (2) days prior to the leave day requested. (Leave to be granted on Wednesday must be submitted by 1700 hours the previous Monday.)

4. No probationary employee shall be allowed to utilize this additional annual leave day until he/she has been an employee for six (6) months. No probationary employee shall be allowed to utilize this additional annual leave day on a day set for confirmation testing.

SECTION 2

VACATION LEAVE: Effective the beginning of the 2011 payroll year, ~~Vacation~~ vacation leave shall be earned by uniformed employees assigned to a twenty-four (24) hour shift with less than ~~five (5)~~ seven (7) years of continuous service with the CITY at the rate of ~~5.54~~ 4.62 hours per payroll period and for such employees with ~~five (5)~~ seven (7) years or more of continuous service with the CITY at the rate of 9.23 hours per payroll period; provided, however, that vacation leave for such employees in excess of 360 hours shall not be carried forward from one payroll year to the next payroll year, except where an employee is not permitted to take vacation leave during the year by virtue of being on Injured on Duty status. ~~Any vacation leave which would be lost by virtue of the carry over limitations shall be paid to the employee in cash up to seventy two (72) hours at the employee's rate of pay.~~ Vacation leave shall be earned by uniformed employees assigned to a forty (40) hour shift with less than ~~five (5)~~ seven (7) years of continuous service with the CITY at the rate of ~~3.69~~ 3.3 hours per payroll period and for such employees with ~~five (5)~~ seven (7) years or more of continuous service with the CITY at the rate of 6.59 hours per payroll period; provided, however, that vacation leave for such employees in excess of 240 hours shall not be carried forward from one payroll year to the next payroll year, except where an employee is not permitted to take vacation leave during the year by virtue of being on Injured on Duty status. ~~Any vacation leave which would be lost by virtue of the carry over limitations shall be paid to the employee in cash up to 51.48 hours at the employee's rate of pay.~~

Employees shall be provided with the opportunity to take vacation leave. ~~Employees assigned to a twenty four (24) hour shift shall have the right to retain a minimum of seventy two (72) hours of vacation leave and employees assigned to a forty (40) hour work shift shall have the right to retain a minimum of forty eight (48) hours of vacation leave.~~ Employees shall have the right to select the vacation periods as determined by the CITY in their shift or bureau by virtue of their seniority as defined in Article 10. Employees shall be granted the opportunity to use vacation leave for emergency purposes at the sole discretion of the on-duty or on-call Assistant Fire Chief.

Employees on probation (except promotional probation) shall not have the right to use vacation leave in accordance with the provisions of this Section but may at the sole discretion of the Fire Chief or his designated representative be granted the opportunity to use vacation leave. Vacation leave shall not accrue during a leave of absence without pay in excess of five (5) working days per bi-weekly payroll period.

SECTION 3 SICK LEAVE WITHOUT PAY: Upon application of an employee, the Fire Chief may grant sick leave without pay for an entire period under those conditions set forth in Section 1 hereof when earned sick leave exceeds one (1) year, it may be renewed, but the Fire Chief or the ~~Personnel~~Human Resources Director or his designated representative from time to time shall require that the employee submit a certificate from the attending physician or practitioner, or submit to a medical examination. In the event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability or preclude the employee from the performance of his duties, such sick leave shall be cancelled and the employee's service terminated. Employees are entitled to unpaid leave in accordance with the provisions of the Family Medical Leave Act.

SECTION 4 SICK LEAVE FOR MATERNITY: An employee may, with the approval of the Fire Chief, expend accumulated allowances of sick leave when unable to perform her normal work duties by reason of pregnancy when supported by a physician's certificate that the pregnancy will not permit the employee to perform her normal work duties. An employee need not exhaust her allowance of sick leave for pregnancy. If the employee is unable to perform her duties because of her pregnancy, she will be granted either sick leave, annual leave, or leave without pay at her request. Nothing herein shall change an employee's limited duty status under the guidelines of Article 41.

~~Any father who requests emergency vacation~~family sick leave because of the ~~employee's spouse giving birth of the employee's to a child, the birth of his child~~ shall be granted such leave up to ~~three~~five (5) assigned work days. Any additional leave after these five (5) family sick days shall be governed in accordance with the Family Medical Leave Act (FMLA). ~~provided such leave includes the day of such birth and further provided that such employee acknowledges to the Chief in writing, that the child in question is his biological child. Any employee who does not have adequate vacation leave will be granted time off without pay upon request.~~

SECTION 5 FUNERAL LEAVE: In the event of the death of the employee's immediate family (~~child by blood, marriage, or adoption; father, mother,~~

~~sister, brother, grandfather, grandmother, grandchild, spouse or son-in-law, daughter-in-law, spouse, child, mother, father, brother, sister, grandparent, or grandchild), the employee will be granted forty-eight (48) hours of funeral leave, for Bureau employees, the employee will be granted three (3) consecutive duty shifts, from the time the relative passes away up to and including the day of the funeral. Funeral leave is limited to three (3) consecutive duty shifts, and those employees assigned to a 40-hour work week, shall be limited to four (4) consecutive duty shifts.~~

In the event of the death of the employee's non-immediate family (spouse's father, spouse's mother, spouse's grandfather, spouse's grandmother, spouse's grandchild, aunt, uncle, stepbrother, stepsister, great grandfather, great grandmother, brother-in-law, sister-in-law, employee's niece or nephew, spouse's brother-in-law, spouse's sister-in-law), the employee will be granted twenty-four (24) hours of funeral leave, for Bureau employees, the employee will be granted two (2) consecutive duty shifts, from the time the relative passes away up to and including the day of the funeral.

~~In the event of the death of an employee's aunt, uncle, step-brother, step-sister, great grandfather or great grandmother, the employee will be granted funeral leave from the time the relative passes away up to and including the funeral. Funeral leave is limited to two (2) consecutive duty shifts, and those employees assigned to a 40-hour workweek, shall be limited to three (3) consecutive duty shifts.~~

~~In the event of the death of an employee's spouse's father, mother, grandfather, grandmother, or grandchild, the employee will be granted funeral leave from the time the relative passes away up to and including the funeral. Funeral leave is limited to two (2) consecutive duty shifts, and those employees assigned to a 40-hour workweek, shall be limited to three (3) consecutive duty shifts.~~

~~In the event of the death of the employee's brother-in-law or sister-in-law, or the employee's spouse's brother-in-law or sister-in-law, or the employee's niece or nephew, the employee will be granted funeral leave for one (1) duty shift and to those employees assigned to a 40-hour workweek, (2) duty shifts, from the time the relative passes away up to and including the funeral.~~

The Fire Chief or his designee may, in the exercise of discretion, grant funeral leave in addition to that provided above.

Funeral leave shall be used only for funeral-related activities. If an employee has a question regarding the appropriate use of funeral

leave, such question shall be directed to their appropriate Assistant Chief before funeral leave is utilized.

SECTION 6 MILITARY LEAVE OF ABSENCE: From and after the legal execution and ratification of this agreement, an employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority on active training duty or duty with troops or at field exercise or for instruction, for not to exceed ~~one hundred eighty (180)~~ two hundred forty (240) hours in any one (1) calendar year. Such military leave of absence may be taken in hourly increments and shall be in addition to the regular vacation leave of such employees. The Chief, at his/her discretion, may allow an employee to use his/her accumulated balances of comp time or special "time off" bank (pursuant to 10A, 10B, 10C or mandatory holiday comp).

SECTION 7 MILITARY LEAVE OF ABSENCE WITHOUT PAY: All employees who leave a position for the purpose of being inducted into, enlisting in, determining his physical fitness to enter, or performing training duty in the armed forces of the United States or the National Guard, shall when ordered by proper authority to active service, be entitled to a leave of absence from such civil employment for the period of such service, plus ninety (90) days, without loss of pay during the first fifteen (15) days of such leave of absence; provided, such pay for the first fifteen (15) days shall not be construed as being in addition to the pay provided for in Section 6 hereof. The proper authority may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than dishonorable, he shall be entitled to return to his former position or a position of like seniority, status, and the then prevailing pay, if he is still qualified to perform the duties of such position upon his return by reason of disability sustained during the service but is qualified to perform the duties of any other position in the CITY service, he shall be restored to such other position, the duties of which he is qualified to perform, as will provide him with the same seniority, status, and pay, or the nearest proximation thereof consistent with the circumstances in his case. Application for re-employment shall be made within ninety (90) days after he is discharged from active duty. Such person shall not be discharged from his former or new position without justifiable cause within one (1) year after reinstatement.

- SECTION 8 OTHER LEAVES OF ABSENCE WITHOUT PAY: In addition to vacation, military, or sick leave allowances, employees, including probationary employees, may be allowed to be absent from duty without pay for a period not to exceed six (6) months on the basis of applications for leave without pay approved by the Fire Chief and the ~~Personnel~~Human Resources Director or his designated representative. Leave may be extended beyond six (6) months only with the approval of the Personnel Board. Such leave shall be granted only when it will not adversely affect the interests of the CITY. An application for leave of absence for travel, study, or other educational purposes which will equip the employee to render more effective service to the CITY normally shall be deemed as not to adversely affect the interests of the CITY.
- SECTION 9 CANCELLATION OF LEAVES OF ABSENCE: All leaves of absence shall be subject to the condition that the Fire Chief may cancel the leave at any time upon prior written notice to the employee and the ~~Personnel~~Human Resources Director specifying a reasonable date for termination of the leave. The ~~Personnel~~Human Resources Director, or his designated representative, upon prior notice to the employee and the Fire Chief, may cancel an approved leave of absence at any time he finds that the employee is using the leave for purposes other than those specified at the time of approval. In case of emergency, a Fire Chief may cancel all leaves by verbal or written communication.
- SECTION 10 LEAVES OF ABSENCE - LENGTH OF SERVICE: As used in this Article continuous service or employment means employment with the CITY without a break or interruption; provided that any suspension for disciplinary reasons as provided in Section 3 of Article VI, any absence or authorized leave with pay, authorized absence on leave without pay; or layoff for thirty (30) calendar days or less shall not constitute a break or interruption of service or employment within the meaning of this Section. The provisions of this Section shall not apply to military leaves as provided in Section 6 hereof.
- SECTION 11 AUTHORIZATION FOR LEAVE: No payment for any leave of absence shall be made until leave has been properly approved. Notification of any leaves of absence without pay shall be submitted to the ~~Personnel~~Human Resources Director prior to the taking of leave.
- SECTION 12 LEAVE COMPUTATIONS: For the purpose of calculations leave of absence shall be computed to the nearest one-half (1/2) hour, and leave accruals shall be credited on the same basis. Uniformed employees assigned to a twenty-four (24) hour shift shall not be entitled to a deduction from leave time of holidays which occur at the beginning, during, or at the end of a period of leave with pay. Employees assigned to a forty (40) hour week shall not have

deductions made from leave accumulations for holidays which occur at the beginning, during, or at the end of a period of leave with pay.

SECTION 13 ABSENCE WITHOUT LEAVE: Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action by the Fire Chief. In the absence of such disciplinary action any employee who absents himself for three (3) duty shifts for non-suppression employees and two (2) consecutive duty shifts for suppression employees without authorized leave shall be deemed to have resigned. The Fire Chief may cover such absence, however, by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

SECTION 14 The rate of accrual, use and maximum accumulation of sick and vacation leave shall be earned, used, and accumulated in accordance with the rate applicable to all employees' permanent job assignment.

SECTION 15 JURY DUTY/ELECTION DUTY: When an employee is summoned for jury duty by a court of competent jurisdiction and his/her attendance in court is required during his/her regularly scheduled duty shift with the CITY, the employee shall receive regular pay from the CITY during such service provided the employee turns his/her jury pay over to the CITY Finance Director for those days the employee is normally scheduled to work and for which pay is claimed. The employee may also be required to furnish proof of said service from the court.

When an employee is summoned for election duty by the Election Commissioner's Office and his/her attendance is required during his/her regularly scheduled duty shift with the City, the employee shall receive regular pay from the City during such service provided the employee turns his/her election duty pay over to the Finance Director for those days the employee is normally scheduled to work and for which pay is claimed. The employee may also be required to furnish proof of said service from the Election Commissioner's Office. An employee summoned for election duty shall be granted leave in twelve (12) or twenty-four (24) hour increments depending on his/her required duty hour increments and will notify the Assistant Chief of his/her status during their election duty.

SECTION 16 LEAVE CONVERSION: The conversion factor to be applied to accumulated hours of leave for employees transferred from a fifty-six (56) hour work week to a forty (40) hour work week shall be comparable. Conversion from a forty (40) hour work week to a fifty-six (56) hour work week shall be comparable.

SECTION 17 RETIREMENT - SICK LEAVE: An employee who resigns or retires from City service or dies or is separated from while employed with the

~~City the City service shall be paid his/her accumulated sick leave on the basis of one (1) hour paid for every one (1) hour accumulated up to a maximum of 1,200 hours for Suppression employees and 800 hours for Bureau employees 57% of an employee's total sick leave accumulation. Such payment is to be based on the member's hourly rate of pay at the time of retirement. From and after December 19, 2004, an employee who resigns or separates from City service shall be paid his/her accumulated sick leave as follows: one for one (1 for 1) for every hour up to 1,200 hours (up to 800 hours for a Bureau employee) in an employee's short-term bank and one for eight (1 for 8) for any hours in an employee's long-term bank (from and after January 1, 2006: 1 for 6 in an employee's long term bank; from and after December 31, 2006: 3 for 4 in an employee's long term bank). The above referenced sick leave payout will be made within fourteen (14) months of the date the employee retires.~~

Beginning upon the legal execution of the contract, for each calendar quarter an employee does not use sick leave and/or family sick leave, such employee will have an additional 0.25% added to their 57% cash out, up to a maximum payout cap of 75% of the employee's total sick leave accumulation.

~~In cases where the employee has been guilty of fraud or other terminated from City employment, for reasons including but not limited to any activities resulting in monetary loss to the City, or where the employee has failed to give the required ninety day (90) notice to the Fire Chief of his/her retirement, the employee shall not be paid his/her accumulated sick leave. The above referenced ninety (90) day notice must be given to the Fire Chief by an electronic OFD 25 form with the employee's exact date of retirement/separation, and the Chief may waive this notice requirement. In addition to the above, any employee who resigns or separates from City service in payroll year 2004, 2005, and 2006 shall have his/her amount of accumulated sick leave the employee is entitled to under this section paid out as if the employee had received a 3.97% wage increase in the 2004 payroll year. Such sum shall be payable in the same manner as any sick leave pay out reference above.~~

RETIREMENT – ANNUAL LEAVE: An employee who resigns or retires from City service or dies while employed with the City ~~An employee who resigns or is separated from the City service shall be paid his accumulated annual leave on the basis of one (1) hour paid for every one (1) hour accumulated. Such payment is to be based on the member's hourly rate of pay at the time of retirement. However, in cases where the employee has been guilty of fraud or other activities resulting in monetary loss to the City, or where the employee has failed to give the required ninety day (90) notice to the Fire Chief of his/her~~

retirement, the employee shall not be paid his/her accumulated annual leave. The above referenced ninety (90) day notice must be given to the Chief by an electronic OFD 25 form with the employee's exact date of retirement/separation, and the Chief may waive this notice requirement. This payout will be made within fourteen (14) months of the date the employee retires. ~~In addition to the above, any employee who resigns or separates from City service in payroll year 2004, 2005, and 2006 shall have his/her amount of accumulated annual leave the employee is entitled to under this section paid out as if the employee had received a 3.97% wage increase in the 2004 payroll year. Such sum shall be payable in the same manner as any annual leave pay out reference above.~~

~~SECTION 18 PERSONAL LEAVE DAYS: Beginning December 21, 2003, each sworn fire employee shall receive personal leave days as follows:~~

- ~~•Employees with six months up to five years (6 months to 5 years) of service to the Fire Department shall receive one (1) personal leave day.~~
- ~~•Employees with five and up to seven years (5 to 7 years) of service to the Fire Department shall receive two (2) personal leave days.~~
- ~~•Employees with seven and up to fourteen years (7 to 14 years) of service to the Fire Department shall receive three (3) personal leave days.~~
- ~~•Employees with fourteen and up to twenty one years (14 to 21 years) of service to the Fire Department shall receive four (4) personal leave days.~~
- ~~•Employees with over twenty one years (21 years) of service to the Fire Department shall receive five (5) personal leave days.~~

~~Beginning January 1, 2006, each sworn fire employee shall receive personal leave days as follows:~~

- ~~•Employees with six months up to five years (6 months to 5 years) of service to the Fire Department shall receive one (1) personal leave day.~~
- ~~•Employees with five and up to seven years (5 to 7 years) of service to the Fire Department shall receive two (2) personal leave days.~~
- ~~•Employees with seven and up to fourteen years (7 to 14 years) of service to the Fire Department shall receive three (3) personal leave days.~~
- ~~•Employees with fourteen and up to twenty one years (14 to 21 years) of service to the Fire Department shall receive five (5) personal leave days.~~

- ~~Employees with over twenty-one years (21 years) of service to the Fire Department shall receive six (6) personal leave days.~~

~~Beginning December 31, 2006, each sworn fire employee shall receive personal leave days as follows:~~

- ~~Employees with six months up to five years (6 months to 5 years) of service to the Fire Department shall receive one (1) personal leave day.~~
- ~~Employees with five and up to seven years (5 to 7 years) of service to the Fire Department shall receive three (3) personal leave days.~~
- ~~Employees with seven and up to fourteen years (7 to 14 years) of service to the Fire Department shall receive four (4) personal leave days.~~
- ~~Employees with fourteen and up to twenty-one years (14 to 21 years) of service to the Fire Department shall receive six (6) personal leave days.~~
- ~~Employees with over twenty-one years (21 years) of service to the Fire Department shall receive seven (7) personal leave days.~~

~~Personal Leave Days for Battalion Chiefs: In addition to the personal leave days above, any employee at the rank of Battalion Chief shall receive an additional two (2) personal leave days.~~

~~In determining how many personal leave days an employee is entitled to, the employee's years of service are determined at the beginning of each payroll year. This day must be utilized within the payroll year provided for and shall not be carried over to following payroll years. The procedure for granting the personal leave day provided for herein would be subject to the following conditions:~~

~~1.A minimum of six (6) Suppression employees shall be allowed to utilize a personal leave day per duty shift (One (1) Battalion Chief that utilizes his/her personal leave day will be included with these aforementioned employees to come to a total of six employees only). Granting of personal leave days shall be determined on the basis of total service with the Omaha Fire Department. The Fire Chief shall have the sole discretion to allow more than six (6) Suppression employees to use personal leave days per duty shift. In the contract years 2006 and 2007, allotment of personal leave days among eligible employees shall reflect the contractually allowable number of employees stated herein.~~

~~A minimum of five (5) Bureau employees shall be allowed to utilize a personal leave day per day (One (1) Battalion Chief that~~

~~utilizes his/her personal leave day is included with these aforementioned employees to come to a total of five employees only).~~

- ~~2.No employee shall be allowed to submit more than ten (10) bids per bidding period for a personal leave day.~~
- ~~3.Request for personal leave days shall be submitted between the 1st and the 15th of the month for leave to be granted the following month. Leave shall be granted by total job seniority. Any open slots in the month shall be utilized on a seniority basis as long as a request is submitted by 1700 hours two (2) days prior to the leave day requested. (Leave to be granted on Wednesday must be submitted by 1700 hours the previous Monday.)~~
- ~~4.No probationary employee shall be allowed to utilize a personal leave day until he/she has been an employee for six (6) months. No probationary employee shall be allowed to utilize this personal leave day on a day set for confirmation testing.~~
- ~~5.Use of personal leave days shall not constitute a break in employee's time in "working out of classification," however the employee shall be paid at his/ her regular rate of pay for such personal leave day, not at the higher "out of class" pay.~~

~~SECTION 1918 OPEN DAYS: Employees may request either annual leave or a personal leave day on "open days" pursuant to the following: An employee must submit via e-mail to his/her Assistant Fire Chief through the chain of command a separate OFD 25 form for each open day requested. Each request must be specific as to which open day is requested and whether or not the employee wants to utilize annual leave or a personal leave day. Such requests must be submitted between the sixteenth (16th) of November and the thirtieth (30th) of November in each calendar year. No more then ten (10) leave days will be awarded on these "open days." Requests will be awarded by total job seniority. Requests for open days will be finalized and published by the first Monday in December of each year. This process does not affect the normal personal leave day procedure as provided for above (Section 18).~~

~~SECTION 2019 At any time that an employee leaves employment with the Fire Department and becomes entitled to payoff of his/her accrued sick or annual leave, a determination shall be made by the City of whether the particular employee has returned all City owned equipment, has paid all house dues owed, and has paid back all trade time agreements. The employee is responsible for turning in the equipment and verifying payment of house dues and trade time. Should it be determined that~~

the Fire Department employee owes any of the above items, such funds shall be withheld from his/her payment of sick and/or annual leave. If the Fire employee owes trade time, it is understood that such amounts will be withheld and paid to the City on the basis of time and one half. Employees who leave City service shall be required to sign an agreement reflecting the above.

SECTION ~~24~~20 **HARDSHIP HOURS:** In addition to the number of hours granted to employees in the Union, the Union is also granted Union leave hours to be designated as hardship hours. These hours may be utilized by the Union if an employee, who has an insufficient number of hours of leave to cover a hardship situation, seeks to use them. The granting of such hours shall be upon mutual agreement of the Union President, the Fire Chief, and the Labor Relations Director, who shall establish criteria for the granting of such hours.

SECTION ~~22~~21 It is the responsibility of the employee to keep track of his/her own leave balances. All leave will be granted or denied by the Fire Administration based upon these contract rules. If an employee requests leave and such leave is granted, and then it is later determined that the employee did not have the requisite leave balances to cover the leave, the Fire Chief shall have the discretion to suspend the employee without pay for one (1) working day or allow the employee to work one and one-half duty shifts on his/her day off as a disciplinary action to make up for the unearned, used leave. Should this occur again within two (2) years, the employee will be disciplined pursuant to normal discipline procedures.

ARTICLE 17

HOURS OF WORK, CALL-IN, OVERTIME & COMP TIME

SECTION 1 The normal duty shift for employees scheduled to work fifty-six (56) hour week, averaged on an annual basis, shall consist of a twenty-four (24) hour duty shift which shall commence at 7:00 a.m., the exact dates of this duty shift are set forth in the "Firefighter's Suppression Work Schedule" which is issued for the various shifts by the City and shall be provided to employees one year in advance. The normal duty shift, hours of work, and work week shall be made to conform to applicable federal legislation at such time as such legislation conflicts with this section.

SECTION 2 The normal duty shift for those employees regularly scheduled to work a forty (40) hour week, shall consist of ten (10) hours per day, four (4) days per week. The City and the Union shall mutually agree to five (5) - eight (8) hour days for ~~bureau~~ Bureau employees.

SECTION 3 FIRE INVESTIGATIONS BUREAU SCHEDULE:

Employees assigned to the Fire Investigations Bureau shall work on a Suppression shift schedule. Each particular shift shall be staffed equally, if possible. The employees shall choose the shift that they desire to work based on their seniority with the Omaha Fire Department, in line with the quarterly transfer bidding schedule, and shall receive all pay, leave accruals, and other benefits and terms and conditions of employment as if they were assigned to a suppression schedule, unless noted differently herein. One noted difference for these Fire Investigations Bureau employees is that for purposes under the FLSA, these employees will use the FLSA cycle of a law enforcement officer and not the FLSA cycle of a sworn Fire suppression employee.

Employees assigned to the Fire Investigations Bureau working on a suppression schedule are not required to use vacation leave in the sets required of typical suppression employees. These employees are permitted to use vacation leave on a day-by-day basis, but only one (1) Fire Investigation Bureau employee shall be able to use vacation leave on any given shift. The City will staff for manpower shortages due to the use of any leave exceeding five (5) consecutive duty shifts (starting on the 6th day) through detached duty or call back.

SECTION ~~3~~4 All employees regularly scheduled to work a forty (40) hour week shall have duty shifts consisting of four (4) work days consisting of ten (10) hours per shift daily, and that all sick leave and vacation leave shall be computed on the ten (10) hour shift daily. All employees assigned to

the ~~bureau~~ Bureau shall be granted a paid 30 minute meal period within their respective shift.

- SECTION 45 Work performed by those employees covered under Section 1 hereof, in excess of their normal duty shift shall be compensated at the rate of one (1) hour of straight time or one and one-half (1-1/2) times the actual number of hours worked in excess of their normal duty shift, whichever is greater, ~~except that this Section will not apply to overtime minimum staffing provisions in either Article 45 or elsewhere in this agreement.~~
- SECTION 56 Work performed by those employees covered under Section 2 hereof, in excess of their normal duty shift shall be compensated at the rate of one and one half (1-1/2) times the actual number of hours worked in excess of their normal duty shift, ~~except that this Section will not apply to overtime minimum manning realized pursuant to the minimum staffing call back provisions in either Article 45 or elsewhere in this agreement.~~
- SECTION 67 If an employee is called to duty during his off-duty time, such employee shall be paid ~~at the rate of straight time~~ a minimum of ~~for~~ four (4) hours, ~~or~~ at one and one-half (1-1/2) times or the actual number of hours worked at one and one-half (1-1/2), whichever is greater; provided, however, that the provisions of this Section shall not apply where leave has been cancelled pursuant to Section 9 of Article 16.
- This call-in pay is applicable only for emergency situations where the employee actually has to be "called" to come to work immediately; "scheduled" work outside an employee's normal shift is compensated pursuant to Section 5 of this Article - one and one-half (1½) times the actual number of hours worked.
- SECTION 78 In no case will overtime or call-in time be allowed without approval of the Fire Chief or his designated representative.
- SECTION 89 Neither overtime pay nor call-in pay shall be pyramided, compounded, or paid twice for the same hours.
- SECTION 910 Employees must submit overtime slips or other payroll adjustment documentation according to Fire Department electronic submittal procedures. Within fourteen (14) days of such submittal, the employee will receive an electronic response to such request.
- SECTION 10A COMPENSATORY TIME: In lieu of the payment of overtime for hours worked and payable under Section 4 or 5 above, an employee shall have the option of accruing compensatory leave at the rate of one and one-half (1½) times the actual number of overtime hours worked. An

employee may accumulate a maximum of 120 hours of compensatory time. The following rules govern the usage and payoff of comp time:

1. Employees may cash in their compensatory time for cash on the last payroll period of March of each year or the payroll period prior to the employee's retirement day.
2. It is understood that compensatory time usage is to be requested just like annual leave and may be denied as any other annual leave. It is understood that while an employee may be allowed to use his compensatory time off during any "reasonable" situations, minimum staffing needs shall constitute the grounds in determining whether any time off will be granted based upon this "reasonableness" rule.
3. Compensatory time is treated like annual leave except for the provisions for bidding on annual leave. By this it is understood that employees may not bid for annual leave by use of their compensatory time.
4. Compensatory time may be accumulated and used, pursuant to this Article, for either Bureau or Suppression jobs.
5. Fire Management shall inform employees by electronic mail when the Fire Department is overstaffed and the number of positions overstaffed that are available by 0730 hours of each day. Those employees with comp time may then volunteer to take time off. An employee will submit by return e-mail within thirty (30) minutes to his/her Assistant Fire Chief through the chain of command a request to use comp time for this overstaffed day. At that time, Fire Management shall grant comp time to the most senior of these volunteers for the positions overstaffed. Should no employee volunteer to use his or her comp time, Fire Management shall allow the most senior employee to use any other accumulated leave time, in accordance with the other usage provisions for such leave time in this labor agreement.
6. In addition, Fire Management will attempt to identify days in advance in which the Fire Department will be overstaffed and post such overstaffed days as far ahead as possible. An employee will submit via e-mail to his/her Assistant Fire Chief through the chain of command a request to use comp time for these overstaffed days. Fire Management, based upon staffing needs, will have the sole authority on the granting of the number of such requests, but such requests shall be awarded by total job seniority of those requesting the day off. This process does not

affect the ~~normal personal leave~~additional annual leave day procedure as provided for in Article 16, Section 18. Should no employee volunteer to use his or her comp time, Fire Management will have the ability to allow the most senior employee to use any other accumulated leave time, in accordance with the other usage provisions for such leave time in this labor agreement.

7. Such time off shall be taken only at a time mutually agreed upon by the employee's Assistant Fire Chief.
8. Fire Management will determine the number of hours available for any comp time offer. Fire Management will prioritize these offers into 24-hour blocks, followed by offers for 12-hour blocks, and then offers for blocks of 12 hours or less. Employees may only select the number of hours contained in the offer.

SECTION 10B ~~Prior to the 2008 CIR order, employees were allowed to accumulate special "time off" in a separate bank which consisted of deferred compensation such as holiday pay, comp time and annual leave bonus. Nothing in this labor agreement shall operate to deprive employees with a said accumulated special time off bank from exercising their rights to that time as established by the working conditions in place when such time was accumulated for purposes of determining whether the employee will take time off in lieu of cash or cash out hours in his/her special time off bank. Henceforth, these hours are located in an employee's comp current bank and your comp prior bank. SPECIAL "TIME OFF" FOR CALL BACK: Employees shall be allowed to earn additional "time off" and to "bank" that earned time off into a special "time off" bank pursuant to the following. Employees must agree to accept payment in this special "time off" bank and such agreement shall be binding upon both parties and non-revocable.~~

~~For any hours worked for call back, an employee shall have the option of accruing a special "time off" bank at the rate of one for one and a half (1 for 1 ½).~~

~~When no employees elect to work call back for this special "time off", and employees work the call back for cash payment, such payments shall be at straight time or time and a half, depending upon the employee's FLSA hours during such pay period.~~

~~Those employees who have agreed to accept a call back and agree to be compensated for this call back through this special "time off" bank shall be selected first to work such call back prior to offering the call back for cash payment.~~

Such special "time off" bank is subject to the provisions and restrictions in the following chart:

CALL-BACK CONVERSION CHART

Year Hours Earned	Payout Year						
	2003	2004	2005	2006	2007	2008	2009
	(If the employee so chooses, he/she can cash out at their current rate of pay all or part of his/her accumulated balances for this special "time off" bank. Such cash out may only occur after the first pay period of July in the year he/she is eligible according to the chart below. An employee may also cash out all or part of his/her accumulated balances for this special "time off" bank within one month of his/her retirement only if such balances are eligible according to the chart.)						
2003	No Payment	4/5 for 1	1 for 1	1 for 1	1 for 1	1 for 1	1 for 1
2004		No Payment	4/5 for 1	1 for 1	1 for 1	1 for 1	1 for 1
2005			No Payment	4/5 for 1	1 for 1	1 for 1	1 for 1
2006				No Payment	4/5 for 1	1 for 1	1 for 1
2007					No Payment	4/5 for 1	1 for 1

During any year above, an employee may utilize ("burn") their hours accumulated in their special "time off" bank for time off duty according to the rules set forth below in Section 11.

SECTION 10C: SPECIAL "TIME OFF" IN LIEU OF PAYMENT FOR UNUSED ANNUAL LEAVE OR HOLIDAY PAY:

The current contract provides that any annual leave which would be lost by virtue of carry over limitations shall be paid to the employee in cash up to 51.48 hours for Bureau employees and 72 hours for Suppression employees at the end of the payroll year at the employee's rate of pay (Article 16, Section 2).

Further, all Fire employees are paid "holiday pay" pursuant to Article 18.

A. Unused Annual Leave Bonus Payment:

An employee eligible for cash payment for unused annual leave pursuant to Article 16, Section 2, will have the option to convert a minimum of 10 hours of this payoff (for Bureau employees); or

a minimum of 24 hours (for Suppression employees), up to the maximum number of hours for which he/she would be entitled to be paid in cash into a special "time off" bank at the rate of one to one and a quarter (1 to 1 ¼).

If an employee fails to notify the Fire Department timekeeper and the Fire Chief by electronic OFD 25 within the first fifteen (15) calendar days of December of any year of their desire to be paid in cash as opposed to having unused annual leave banked, then all of the employee's payment shall be banked into these special "time off" hours. Should the employee properly elect to be paid in cash, such payment shall be made within the first six pay periods of the new payroll year.

B. Holiday Pay:

An employee may also elect by notifying the Fire Department timekeeper and the Fire Chief by electronic OFD 25 to convert his/her holiday pay at the rate of one to one and a quarter (1 to 1 ¼) into this special "time off" bank. An employee may elect to convert either one half (½), or all of his/her holiday pay. The employee may elect these increments, no other. If the employee elects one half (½) such amount shall be converted into this bank at the rate of 100% of holiday pay for thirteen (13) pay periods. The election will be valid for the ensuing twenty-six (26) pay periods and may not be changed during that time. Such election must be done during the first fifteen (15) days of December for the next payroll year. If an employee does not change his/her election at this time, the City will continue the prior election.

Such special "time off" bank is subject to the provisions and restrictions in the following chart:

ANNUAL LEAVE BONUS & HOLIDAY PAYBACK CONVERSION CHART

Year Hours Earned	Payout Year						
(If the employee so chooses, he/she can cash out all or part of his/her accumulated balances for this special "time off" bank. Such cash out may only occur after the first pay period of July in the year he/she is eligible according to the chart below. An employee may also cash out all or part of his/her accumulated balances for this special "time off" bank within one month of his/her retirement only if such balances are eligible according to the chart.)	2003	2004	2005	2006	2007	2008	2009

2003	No Payment	4/5 for 1	1 for 1	1 for 1	1 for 1	1 for 1	1 for 1
2004		No Payment	4/5 for 1	1 for 1	1 for 1	1 for 1	1 for 1
2005			No Payment	4/5 for 1	1 for 1	1 for 1	1 for 1
2006				No Payment	4/5 for 1	1 for 1	1 for 1
2007					No Payment	4/5 for 1	1 for 1

~~During any year above, an employee may utilize ("burn") their hours accumulated in their special "time off" bank for time off duty according to the rules set forth below in Section 11.~~

SECTION 11: ADDITIONAL RULES FOR REQUESTING SPECIAL TIME OFF:

1. Fire Management shall inform employees by electronic mail when the Fire Department is overstaffed and the number of positions that are available by 0730 hours of each day. Those employees with comp time or any special "time off" may then volunteer to take time off. An employee will submit by return e-mail within thirty (30) minutes to his/her Assistant Fire Chief through the chain of command a request to use either comp time or their special "time off" hours (i.e. comp time, call-back special "time off", annual leave bonus/holiday special "time off", or annual leave) for this overstaffed day. At that time, Fire Management shall grant the request(s) to the most senior of these volunteers for the available position(s).
2. In addition, Fire Management will attempt to identify days in advance in which the Fire Department will be overstaffed and post such overstaffed days as far ahead as possible. An employee will submit via e-mail to his/her Assistant Fire Chief through the chain of command a request to use either comp time or their special "time off" (i.e. comp time, call-back special "time off", annual leave bonus/holiday special "time off", or annual leave) for these overstaffed days. Fire Management, based upon staffing needs, will have the sole authority on the granting of the number of such requests, but such requests shall be awarded by total job seniority of those requesting the day off. ~~This process does not affect the normal personal leave day procedure as provided for in Article 16, Section 18.~~
3. Such time off shall be taken only at a time mutually agreed upon by the employee's Assistant Fire Chief.

4. It is understood that while an employee may be allowed to use comp time and special "time off" bank during any "reasonable" situation, minimum staffing needs shall constitute the grounds on whether any time off will be granted based upon this "reasonableness" rule.
5. Fire Management will determine the number of hours available for any comp time or special "time off" offer. Fire Management will prioritize these offers into 24 hour blocks, followed by offers for 12 hour blocks, and then offers for blocks of 12 hours or less. Employees may only select the number of hours contained in the offer.
6. It is understood that employees may not bid for annual leave by using either their comp time or special "time off."
7. Procedures for Cashing Out an Employee's Special "Time Off" Bank: An employee may cash out their special "time off" bank, pursuant to Sections 10B and 10C. If an employee wishes to cash out his/her special "time off", he/she must notify the Fire Department timekeeper and Fire Chief by electronic OFD-25. The City will make payment to the employee once an employee's request is received. If an employee does not elect to cash out in the month of July, he/she may not cash out their special "time off" except in the first two weeks of either February or July of any ensuing year. It is understood that if a cash payoff is made to a firefighter while he/she is still employed by the City, the City shall deduct from such payoff the appropriate pension contributions and contribute such amount, plus the City's share into the Police and Fire Pension System; and, therefore, such amounts shall be considered "pension earnings" pursuant to normal pension rules. However, if such firefighter is paid off in cash for such accumulated balances after he/she has separated from City service, no pension deduction shall be made, and, therefore, such cash payoff will not change any retiree's pension.
8. The maximum amount of time off any employee may accrue pursuant to Sections 10A, 10B, and 10C above, (or pursuant to any prior "Memorandum of Understandings" between the parties) shall, at no time, exceed 480 hours for Suppression employees or 320 hours for Bureau employees (as of the passage of the 2004 amendments to this agreement, 540 hours for Suppression employees and 360 hours for Bureau employees). At any time an employee executes the required paperwork to elect time off pursuant to Sections 10A, 10B, and 10C above, and realizes that he/she will go over the 480/320 hours, he/she will notify the Fire Chief and the Fire Department timekeeper via the chain of

command of such fact. In no event shall any employee at retirement or termination of employment be paid for more than 480/320 hours (as of the passage of the 2004 amendments to this agreement, 540 hours for Suppression employees and 360 hours for Bureau employees) (Exception, see Article 18, Section 4 (b)).

ARTICLE 18

HOLIDAYS

SECTION 1 The following, in addition to any other days designated by the Mayor, are holidays and shall be observed in accordance with the dates established by the Federal Government or otherwise designated by the Mayor:

New Year's Day
 Martin Luther King's Birthday
~~Washington's Birthday~~ President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 The Friday immediately following Thanksgiving Day
 Christmas Day
 Employee's Birthday
 Patriots Day (September 11th or as designated by the Federal Government or the Mayor)

Any pay an employee may be entitled to for such holidays are set forth in Sections 3 and 4 below.

SECTION 2 Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

SECTION 3 All uniformed employees assigned to a forty (40) hour work week shall be paid for ~~thirteen (13) holidays at the rate of one duty shift at straight time per holiday~~ 91.78 hours in holiday pay. Such pay shall be aggregated and paid in each of the twenty-six pay periods.

- a. If the holiday falls on the employee's scheduled day off, and he does not work the holiday, he shall receive one (1) duty shift as holiday pay plus the four (4) duty shifts worked during the holiday week. Such pay shall be aggregated and paid in each of the twenty-six pay periods. ~~(This language should not have been eliminated and is hereby reinstated.)~~
- b. If the holiday falls on the employee's scheduled work day and he does not work the holiday, he shall be compensated one (1) duty shift in addition to four (4) other duty shifts paid during the holiday week. Such pay shall be aggregated and paid in each

of the twenty-six pay periods. ~~(This language should not have been eliminated and is hereby reinstated.)~~

All work performed on the observed holiday by an employee assigned to a forty (40) hour week shall be compensated for it at the rate of one and one-half (1-1/2) times the actual number of hours worked on such holiday, in addition to the holiday pay of one (1) duty shift at straight time.

When an employee transfers from a Bureau to a Suppression position, he/she shall begin receiving the holiday pay for the Suppression position.

SECTION 4

All uniformed employees assigned to a twenty-four (24) hour shift shall be paid for ~~thirteen (13) holidays at the rate of one half (1/2) of a duty shift at straight time per holiday~~ 110 hours of holiday pay at a rate of 4.23 hours per pay period; and the provisions of Section 3 shall not be applicable to such employees. Holiday pay will be recalculated when an employee is granted a step increase or is promoted. ~~Such holiday pay shall be paid as follows:~~

a. ~~In 2003 payroll year: thirteen (13) holidays paid at 6 hours for 26 pay periods. Holiday pay will be recalculated when an employee is granted a step increase or is promoted.~~

b. —

c. ~~In 2004 payroll year (December 21, 2003, to December 18, 2004): all sworn employees will be required to convert to special "time off" hours seven (7) holidays. When an employee converts this holiday pay, they shall convert 4.04 hours for suppression or 2.69 hours for bureau for twenty-six (26) pay periods. See Article 17 Section 10C regarding usage/payoff for this leave. For the payroll year 2004: the maximum accumulation of 480/342 hours provided in Article 17, Section 11, (8), is waived if these mandatory hours causes the employee to exceed the hour limitation. At the beginning of the 2005 payroll year, each employee that went over the 480/342 limitation shall be paid in cash for any such overage at the first payroll period of 2005 payroll year.~~

~~From and after the passage of the 2004 amendments to this agreement, the maximum accumulation provided in Article 17, Section 11 (8) shall be 540 and 360 hours. After any employee has reached the maximums set forth above, such employee will no longer be required to convert his/her holiday pay to this "special time off" bank and shall not be allowed to voluntarily convert any hours to comp time or any "special time off" bank which would allow such employee to exceed the above limits.~~

~~Employees who are above this new maximum at the passage of these amendments, shall be allowed to maintain their balances and shall be paid in cash for any such overage in the beginning of the 2005 payroll year.~~

~~d. In the 2005 payroll year and thereafter, employees will have an option to either be paid their holiday pay or have such pay converted into special "time off" hours.~~

ARTICLE 19

LONGEVITY

SECTION 1 Each employee who, during a biweekly payroll period has received compensation from the CITY for work performed or utilization of paid leave shall receive longevity pay in addition to their regular salary on the basis of the following schedule. Such longevity pay below is effective upon the date of legal execution of the labor agreement but no later than July 1, 2011.

<u>5 to 10 years of service</u>	<u>\$40 per pay payroll period</u>
<u>11 to 15 years of service</u>	<u>\$75 per payroll period</u>
<u>16 to 20 years of service</u>	<u>\$100 per payroll period</u>
<u>21 years of service or more</u>	<u>\$150 per payroll period</u>

Effective December 29, 1996, longevity pay shall be as follows:

7 to 14 years	\$23.08 per payroll period
14 to 21 years	\$36.92 per payroll period
21 years and over	\$55.39 per payroll period

~~From and after December 21, 2003, longevity pay shall be paid as follows in twenty six equal payroll periods:~~

7 years and one day to 11 years	\$36.23 per payroll period
11 years and one day to 14 years	\$54.31 per payroll period
14 years and one day to 18 years	\$72.42 per payroll period
18 years and one day to 21 years	\$90.54 per payroll period
21 years and over	\$108.65 per payroll period

~~From and after January 1, 2006, longevity pay shall be paid as follows in twenty six equal payroll periods:~~

7 years and one day to 11 years	\$46.88 per payroll period
11 years and one day to 14 years	\$64.96 per payroll period
14 years and one day to 18 years	\$83.07 per payroll period
18 years and one day to 21 years	\$101.19 per payroll period
21 years and over	\$119.30 per payroll period

~~From and after December 31, 2006, longevity pay shall be paid as follows in twenty six equal payroll periods:~~

7 years and one day to 11 years	\$61.13 per payroll period
11 years and one day to 14 years	\$79.21 per payroll period
14 years and one day to 18 years	\$97.32 per payroll period
18 years and one day to 21 years	\$115.44 per payroll period
21 years and over	\$133.55 per payroll period

- SECTION 2 Service with the Fire Department of the City of Omaha within the meaning of this Article shall mean all periods of time in which an employee of the Fire Department has while in such capacity received compensation from the City for work performed or utilization of paid leave. Suspension for disciplinary purposes as provided in Section 3 of Article 6 shall constitute service with the Fire Department within the meaning of this Article.
- SECTION 3 The provisions of Section 23-148 of the Omaha Municipal Code in effect on the date of this Agreement are inapplicable where an employee is paid at a rate which exceeds that of an employee senior in rank solely by virtue of the payment of longevity pay (See Appendix "E").
- SECTION 4 If there is a termination of employment, the longevity pay provided in Section 1 hereof shall be paid on a pro-rata basis for compensated hours during the payroll period for work performed or utilization of paid leave.
- SECTION 5 Payments made pursuant to the provisions of the Nebraska Workmen's Compensation Act, payment at termination of accrued vacation leave, and payment at termination of earned compensatory time shall not be considered compensation for work performed or utilization of paid leave within the meaning of this Article. IOD payments shall be considered compensation within the meaning of this Article.

ARTICLE 20

INSURANCE

SECTION 1

~~HEALTH CARE BENEFITS: The CITY shall provide group health care benefits for each employee, and covered dependents. The health care coverage provided herein include the terms, conditions and restrictions provided under Nebraska Blue Cross Blue Shield master contract identified as 9836 S, as of May 1, 1990, as amended, on file at Blue Cross Blue Shield of Nebraska. The CITY shall provide employees with a written summary of the health care benefits provide herein. Such health care coverage shall commence on the first day of the month following initial employment. The premium for such coverage (Single or Family coverage) shall be paid by the City.~~The CITY shall provide group health care benefits to employees and covered dependents. The health care coverage provided herein shall commence on the first day of the month following employment, provided that the employee has completed and submitted to the Human Resources Department the application forms required by the carrier. The health care benefits provided herein shall be substantially similar to the benefits currently provided under the master contract on file with and administered by the CITY's third party administrator or health insurance provider, a summary of which is attached as Appendix "C".

The health care benefits provided herein shall include, at a minimum:

1. Comprehensive major medical health care coverage with 80% - 20% co-pay on all covered services, unless the health care services are provided by a Preferred Provider Organization (PPO), in which case the City shall pay 90% and the employee will pay 10% of covered charges allowable.
2. Yearly deductible: \$150 individual / \$300 aggregate for single + 1 or family; deductible will apply to all covered services.
3. Stop loss (maximum cost to employee for covered health care services in a calendar year) of \$500/person, or \$1,000 aggregate/ single +1 or family per year.
4. Pre-Certification: ~~Effective January 1, 1991, all~~All in-patient admissions must be certified: planned admission in advance; emergency admissions within 24 hours of admission or as soon as medically possible. The penalty for failure to certify is \$500 of in hospital charges. Hospitalizations beyond the certified number of days must be recertified. If recertified there is no penalty; the penalty for hospitalization past certified number of

days without recertification: insurance coverage is reduced by 50% of both physician and hospital charges.

Hospital certifications (and recertifications) shall be phoned in to telephone number provided each employee on his/her I.D. card. The employee or any person on his/her behalf (e.g. spouse, nurse, doctor, hospital personnel) may precertify.

Any disputes regarding precertification or recertification in a particular case may be presented to the City's ~~disputes~~ Disputes Committee, made up of the City's ~~Personnel~~ Human Resources Director, Finance Director, and City Attorney.

~~5. Effective July 1, 2002, the insurance coverage provided herein by the City will be expanded in the following regards:~~

~~a.5.~~ a.5. Chiropractic services will be a covered item with a limitation of thirty (30) services per family member per year.

~~b.6.~~ b.6. There will be no age restriction for any insured for routine care (including physicals) up to a maximum of \$500 per family member each per year. Pursuant to federal law, covered individuals now have mandated preventative benefits, a summary of which is located in Appendix "C."

~~c.7.~~ c.7. There shall be no lifetime maximum limit for ~~PPO services.~~ There shall be a \$5,000,000 limit for out of network expenses.

~~8. Newborn care shall include the coverage for room and board, screening tests, hearing exams, doctor services, circumcision, screening services for infants born at home, and necessary medical and surgery care including pediatrician's initial visit and hospital.~~

~~e.8.~~ e.8. Prescription Benefits: The City will provide a prescription card for each employee. Such card shall provide \$5 copay for generic prescriptions and \$15 copay for brand name prescriptions. In addition, an employee will be able to use this card to mail order a ninety (90) day supply upon payment of two copays per prescription. ~~Upon the ratification and legal execution of the 2002 labor agreement and at the beginning of each calendar year thereafter,~~ During the open enrollment period, the employee must elect, ~~in writing,~~ to accept this prescription card or to file under major medical as in the past.

9. All fire candidates, before they are employed, shall be required to pass a physical in compliance with NFPA 1582.

~~6. All fire candidates, before they are employed, shall be required to pass a physical in compliance with NFPA 1582.~~

SECTION 2

DENTAL BENEFITS: The City shall provide either single or family dental coverage for the employee. The City shall pay the following premium costs for the coverage selected by the employee: 93% for single coverage; 90% for family coverage. ~~The employee shall have the option to select the City's dental plan or the OMNI Dental. Should the employee desire to select family coverage provided by either plan, the premium cost of the single coverage shall be applied to the cost of the family plan.~~ Employees shall not be allowed to change dental plans during the calendar year in which the change takes effect. ~~Beginning on December 27, 1987, the City shall pay 75% of the cost of the premium for family dental coverage if the employee elects such coverage.~~ The employee shall have the right to select the City's own dental plan or the OMNI Dental/City-selected third-party dental plan; however the City's premium obligation for the ~~OMNI Dental/City-~~selected third-party family plan shall not exceed the amount of premium for the City plan. Under the City plan the limits of the benefits shall be: orthodontic dental work - \$1,500 per person covered, lifetime; non-orthodontic dental work: Class A Dental Work shall be paid at 100% up to a calendar year maximum of \$1200 per person; Class B & C Dental Work shall be paid at 80% up to a calendar year maximum of \$1200 per person.

SECTION 3

PREMIUMS: Employees may elect their health insurance coverage as specified in this Article and in Appendix C, as follows: single coverage, single plus one coverage, or family coverage. Health care benefits shall be dependent upon payment of a premium (via employee paycheck withholding) in the following payroll years as follows:

<u>Payroll Year</u>	<u>Type of Coverage</u>	<u>Premium Percentage of the COBRA rate</u>
<u>2009</u>	<u>Single</u>	<u>0%</u>
	<u>Single + One</u>	<u>4%</u>
	<u>Family</u>	<u>4%</u>
<u>2010</u>	<u>Single</u>	<u>0%</u>
	<u>Single + One</u>	<u>3%</u>
	<u>Family</u>	<u>3%</u>
<u>2011</u>	<u>Single</u>	<u>0%</u>
	<u>Single + One</u>	<u>3%</u>
	<u>Family</u>	<u>3%</u>

<u>Payroll Year</u>	<u>Type of Coverage</u>	<u>Premium Percentage of the COBRA rate</u>
<u>2012</u>	<u>Single</u>	<u>2.5%</u>
	<u>Single + One</u>	<u>5%</u>
	<u>Family</u>	<u>5%</u>
<u>2013</u>	<u>Single</u>	<u>4%</u>
	<u>Single + One</u>	<u>6%</u>
	<u>Family</u>	<u>6%</u>

The CITY shall not pay such premium referred to in Section 1 or 2 for any employee who within any calendar month has not received compensation from the CITY for work performed or utilization of paid leave. Payments made pursuant to the provisions of the Nebraska Worker's Compensation Act, payment at termination of accrued vacation leave, and payment at termination of earned compensatory time shall not be considered compensation for work performed or utilization of paid leave within the meaning of this Article. IOD payments shall be considered compensation within the meaning of this Article.

If any employee for whom the CITY is not paying an insurance premium, by virtue of the provisions of Section 1 and 2 desires to continue such coverage, if available, it shall be the responsibility of the employee to make the necessary arrangements for coverage in accordance with the terms and conditions prescribed by the CITY or carrier at the employee's cost.

If an employee for whom the CITY is not paying an insurance premium, by virtue of the provisions of Section 1 and 2, becomes re-eligible for payment of such premium by the CITY such payment of premium shall commence at such time as coverage is provided in accordance with the prescribed terms and conditions of the group benefit plan, or if the employee has maintained such coverage at his own cost at such time as the employee becomes re-eligible for premium payment by the CITY.

SECTION 4 RETIREE HEALTH CARE: The CITY shall provide insurance coverage for medical/surgical including major medical benefits substantially comparable to that provided in Section 1 of this Article and in Appendix "C" to any employee who is granted (1) a service connected disability retirement, regardless of the length of City service; (2) or to any employee who is granted a normal service retirement or (3) a non-service connected disability retirement if, and only if, these employees meet both the minimum retirement age and have at least twenty-five (25) years of service. Said benefit shall cease upon the employee becoming eligible for Medicare, on the first day of the month

in which the employee reaches 65 years of age or whatever age the U.S. Congress may set in the future as the minimum beginning age for Medicare; or when said individual employee actually, because of a disability or other reasons, becomes eligible for Medicare, whichever comes first.

Employees that retire after the legal execution of this agreement shall be entitled to the same plan of benefits under the health insurance plan negotiated for active bargaining unit employees from time to time. Such plan of benefits may change from time to time based on the collective bargaining agreement between the parties (see the Retiree Health Care Settlement).

SECTION 4A "GAP" INSURANCE: For those employees who have not reached 50 years of age but have 20 years of service credit or more, the following bridge/gap insurance option is allowed if the employee leaves employment and defers his retirement:

The employee may elect to continue his health care coverage in effect at the time he leaves CITY employment. In order to do so he must pay to the CITY, on a monthly basis, the COBRA equivalency premium. This payment will be made ~~by automatic deposit to the city with the proper account set up as soon as practically possible~~ following the date the employee leaves CITY service. When the former employee reaches age 50 and is granted a deferred service retirement he shall receive health care coverage pursuant to the above (Employee no longer is required to pay COBRA equivalency premium, however such employee is required to pay the percentage of premium contribution for the health coverage they have elected in effect at the time of separation). Any failure to pay the COBRA equivalency premium will result in permanent cancellation of health care benefits, including the right to coverage ~~(no premium)~~ after the employee receives a deferred retirement.

An employee who leaves CITY employment and pays the "gap" health care premium pursuant to the above shall receive the same health care coverage during the "gap" period as do sworn employees. When such coverage is converted to deferred retirement coverage, all other provisions of this Section shall apply.

SECTION 5 The covered dependents and surviving spouse of any employee who dies as a result of injuries or illness caused by such employee's performance of his/her City work duties shall be provided health care and dental coverage by the city consistent with those benefits provided under this Article. Said health care and dental benefits are provided to the surviving spouse and dependent children of any employee qualifying under this section by virtue of a work-related death, as

described hereinabove, occurring on or after December 24, 2000. The health care and dental benefits for any surviving spouse qualifying under this section shall cease upon: a) his/her remarriage; or b) the attainment of the age of entitlement to Medicare as set by Federal law, whichever comes first. In the event the spouse of the dependent does not qualify for Medicare, the health care and dental coverage provided herein shall cease upon the surviving spouse's sixty-fifth (65th) birthday. The health care and dental benefits for any dependent children shall extend up to age nineteen (19) or through age twenty-three (23) so long as such children are full-time students.

SECTION 6 If a firefighter dies for any reason, not included in Section 5 above, then his/her family will receive the same health and dental insurance that they were receiving prior to the employee's death for one (1) year at no cost at which time they would be entitled to COBRA benefits.

SECTION 7 LIFE INSURANCE: The City shall provide and pay 100% of the present cost for \$50,000 Group Term Life Insurance Policy for each employee.

ARTICLE 21

INJURIES IN THE LINE OF DUTY (IOD) -- TEMPORARY DISABILITY

SECTION 1 Any employee who is a member of the Police and Firemen's Pension System who shall sustain injuries or sickness, arising out of and in the course of his/her employment which are of such a character as to unfit him temporarily for active duty, shall be paid his full salary for the period of such temporary disability, but not to exceed three hundred sixty-five (365) calendar days for each such injury and, in addition thereto, such medical, surgical and hospital expenses as may be incurred as the result of the injury or sickness, but the salary and other benefits, being in excess of benefits under the Nebraska Worker's Compensation Act, shall be in lieu thereof.

It is understood that an employee's limited duty time; that is, the time the injured employee spends working on limited duty assignments, should not be counted toward the 365 days set out above.

Any injuries suffered by an employee during training exercises, approved by the Fire Chief or his/her designee, while employed by the City and engaged in such training (whether such employee is being paid for such time or not) at any location (whether such facility is owned by the City or not) shall be treated and compensated in accordance with this Section.

SECTION 2 Any application for injured on-duty (IOD) benefits by an employee shall be filed within 48-hours of the incident that caused the injury, if possible. The employee must contact the Workers Compensation case manager as soon as practically possible after the injury, preferably prior to, or at the same time, he/she seeks medical attention. The employee shall be marked on IOD status upon filing of the application. It is understood by and between the parties that the employee being marked IOD in no way implies the granting of IOD status.

This determination shall be promptly made in writing within forty-five (45) calendar days from the date of receipt of the injury report to the ~~Personnel~~ Human Resources Department. Should circumstances prevail that an extension of the time period be necessary this may be permitted by mutual agreement of both the City and Union.

If facts and circumstances indicate the employee should not be granted IOD status, the employee will be promptly notified and such leave will be changed from IOD to either sick leave, annual leave, or leave without pay at the discretion of the employee. If the employee has left City employment and has become entitled to payoff of his/her

accrued sick and/or annual leave payout, such amounts shall be deducted from these leaves before they are paid to the employee.

In the event this application is denied by the ~~Personnel~~Human Resources Department Benefits Manager, the employee or union may appeal this decision to the ~~Personnel~~Human Resources Director. If the ~~Personnel~~Human Resources Director should reverse the decision and award injuries on duty benefits to the employee, then the City shall be liable for all expenses incurred by the employee or the Union in the appeal.

In the event the ~~Personnel~~Human Resources Director declines the appeal, then the employee may be free to pursue the matter in the appropriate state court and in the event that the judgment is in favor of the employee, the City shall be liable for all expenses incurred by the employee which are directly related to the suit.

SECTION 3

If an employee is on approved IOD status, he/she shall not be required to take his/her previously bid furlough period while on IOD status. When such employee is released to full duty, he/she will be allowed to utilize his/her untaken furlough period within his/her full duty assignment. However, this furlough period must be taken within the payroll year or will not be compensated, unless: (1) such employee has never been released to limited duty; or (2) because of the circumstances, it is impossible for the employee to take such furlough within the payroll year.

ARTICLE 22

FIRE APPARATUS ENGINEER

- SECTION 1 The Fire Apparatus Engineer classification shall be considered a promotional rank but such rank shall not be a prerequisite for eligibility for the promotional examination to any higher classification and shall not be considered a part of the chain of command of the fire administration. Such classification shall encompass those persons performing specialized work in the operation and driving of heavy fire equipment vehicles.
- SECTION 2 The ~~Personnel~~Human Resources Department, in consultation with the Fire Department and Fire Union, shall set qualifications and establish appropriate testing procedures for the selection of persons for this classification.
- SECTION 3 All employees who are currently Fire Apparatus Engineers on the date this agreement takes effect shall be considered promoted to this rank without taking a new promotional exam for the position.
- SECTION 4 The pay of such classification shall be in accordance with the rate of pay prescribed for pay range 3 UF (See in the pay scale in Appendix "B").
- SECTION 5 Beginning November 1, 2002, no OFD employee will be ordered to drive any Fire Suppression or Rescue vehicles until they have received driver training and have been certified. The type and quality of driver training shall be equal to or greater than the EVO training currently offered by the Fire Department, unless mutually agreed to by the City and the Union.
- ~~SECTION 6 An FAE may take a voluntary demotion to the position of Medic Driver. This means that an FAE may not transfer from an apparatus to a medic unit without a demotion.~~

ARTICLE 23

UNION BUSINESS

SECTION 1 UNION officials, not exceeding five (5) in number, shall be permitted to take leave without pay for the purpose of attending UNION functions. Union officials, representatives, delegates, or their designees, shall be permitted to use up to 1,200 hours of union leave per payroll year.

SECTION 2 UNION officials, or their representatives, not exceeding four (4) shall be entitled to participate while on duty without loss of pay for the purpose of collective bargaining with the City. On those days when collective bargaining sessions are actually taking place, any four (4) of these representatives that are on duty shall be detached duty for their respective duty shift. It is understood that this leave for negotiation purposes is not counted against union leave pursuant to any of the below provisions. It is understood by, and between, the parties that anytime any employee serves on any joint committee required by the City, as a City representative, that such service shall be considered "hours worked" and not "union leave." If an employee serves on any joint committee required by the City, as a Union representative, such service shall be considered "hours worked" if such service is on the employee's regular duty shift; if such service is not on the employee's regular duty shift, such time will not be considered hours worked.

In order to update the Union Executive Board during negotiations, the Union will be allowed to have such meetings without deduction of Union leave up to a maximum of three (3) hours per week per person and a maximum of eight (8) people. It is understood by and between the Union and the City that this granting of extra time to prepare for the next negotiation session (to come to agreement or to reject) shall not be the cause for any "call back."

SECTION 3 For attendance at UNION Executive Board Meetings, a maximum of eight (8) UNION officials or representatives will be detached duty for the amount of time at attendance at such meetings up to a maximum of four (4) hours per person. These hours are not deducted from the Union hours in Section 1 above. It is understood that any hours in excess of the maximum of four (4) hours per person for Union Executive Board meetings shall be deducted from the Union leave hours in Section 1 above.

SECTION ~~3~~4 UNION officials, representatives and delegates shall be entitled to leave with pay to participate in UNION functions relative to the operation of this Agreement or to attend other UNION functions, however, such leave shall be limited to no more than two (2) such

employees unless a different number is specified for a specific function, to wit:

1. For attendance at arbitration and/or Personnel Board hearings, a maximum of four (4) UNION officials or representatives will be granted leave;
- ~~2. For attendance at UNION Executive Board Meetings, a maximum of eight (8) UNION officials or representatives will be detached duty for the amount of time at attendance at such meetings up to a maximum of four (4) hours;~~
- ~~3.2.~~ For attendance at seminars and bona fide educational meetings a maximum of six (6) UNION officials or representatives will be granted leave;
- ~~4.3.~~ For attendance at UNION meetings the four (4) principal officers of the UNION will be granted leave;
- ~~5.4.~~ For attendance at International and State Firefighter Conventions, a maximum of eight (8) UNION officials or representatives will be granted leave.

A request for leave with pay as outlined above must be submitted in the usual manner for requesting annual leave. ~~Leave with pay for the purposes recited in this Article shall be limited to a total of 1500 hours for all UNION officials, representatives, and delegates during the contract year.~~ It is recognized by the CITY that in the past the UNION has made efforts to schedule so as to lessen the number of hours used under this Article. The purpose of this Article is to set limits so as to encourage that effort.

SECTION 45 Union leave with pay shall not be taken for purposes of engaging in campaigns for election to public office. However, the parties agree and understand that, except for this political campaign prohibition, Union leave will be taken at the discretion of the Union President except as set out in Section 3 above.

SECTION 56 The Union President and the Fire Chief will meet on a quarterly basis to reconcile Union hours used or expended thus far in the payroll year.

SECTION 7 UNION PRESIDENT / REPRESENTATIVE: A sworn employee of the Omaha Fire Department elected and/or serving as President of the Omaha Fire Union, or another sworn Fire employee designated by the Union President shall be granted full release time to conduct union business. While working in this full time release capacity, the Union Representative shall receive his/her full salary and benefits to which

he/she is normally entitled working in the Bureau. This full time Union representative shall be assigned under the office of the Chief, but shall be free to conduct the affairs of the Omaha Fire Union.

Time spent conducting union business shall not be considered as hours worked for overtime pay purposes, unless otherwise ordered by the Chief or his designee.

In the event that the Union President elects to assign another sworn Fire employee as his/her designee, such designee shall not hold a rank greater than the rank of Captain.

On January 1st of each year, the Union shall advise the Chief and the Labor Relations Director of who will be the Union Representative. Any changes to the Union Representative during the year shall be communicated to the Chief no less than 30 days prior to the change. The Union President reserves the right to not assign a full time release designee.

Should the employee who is assigned to the full-time release position return to regular duty, he/she shall be returned to their permanently assigned position. In the event the position no longer exists, the employee shall be returned to a position equivalent to the employee's classification, pay, and status.

ARTICLE 24

UNIFORM ALLOWANCE

SECTION 1 Each employee who during a biweekly payroll period has received compensation from the City for work performed or utilization of paid leave shall receive uniform allowance according to the following:

<u>Payroll Year</u>	<u>Yearly Allowance</u>	<u>Bi-Weekly Allowance</u>
<u>2009</u>	<u>\$600</u>	<u>\$23.08</u>
<u>2010</u>	<u>\$600</u>	<u>\$23.08</u>
<u>2011</u>	<u>\$600</u>	<u>\$23.08</u>
<u>2012</u>	<u>\$650</u>	<u>\$25.00</u>
<u>2013</u>	<u>\$700</u>	<u>\$26.92</u>

~~Effective December 22, 2002, such uniform allowance shall be \$540.00 per year or \$20.77 payable in twenty six equal installments coinciding with the payroll periods.~~

SECTION 2 If there is a termination of employment, the uniform allotment provided in Section 1 hereof shall be paid on a pro-rata basis for compensated hours during the payroll period for work performed or utilization of paid leave.

SECTION 3 Payments made pursuant to the provisions of the Nebraska Workmen's Compensation Act, payment at termination of accrued vacation leave, and payment at termination of earned compensatory time shall not be considered compensation for work performed or utilization of paid leave within the meaning of this Article. IOD payments shall be considered compensation within the meaning of this Article.

SECTION 4 Where the class A, B, C, D, E, or F uniforms are changed pursuant to mutual agreement between the UNION and the CITY, the expense thereof shall be assumed by the employee. Where such change is based on the unilateral decision of the CITY, the CITY shall assume the cost of the initial issue of the changed uniform. The Union will be responsible for maintaining such uniforms in stock.

SECTION 5 In the event an employee damages or destroys his/her eyeglasses in the performance of his/her duties as an employee of the Omaha Fire Department and said damage is not due to the employees negligence, then the City shall pay either for repair or replacement, whichever is the lesser cost, but in no event shall the City be responsible for eyeglass repair or replacement in excess of \$150.00.

- SECTION 6 The City and the Union shall mutually establish a Uniform/Grooming committee consisting of nine (9) members; four (4) appointed by the Union President, four (4) appointed by the Fire Chief, and one (1) appointed by mutual agreement. The committee shall meet monthly or as the committee deems necessary. The committee shall research and evaluate selected items of interest and advise concerning rules and regulations on uniforms, grooming and personal protective equipment. The purpose of this committee shall be limited to making recommendations to the Fire Chief regarding uniform, personal protective equipment and grooming issues. The Fire Chief, or his designee, will respond within ten (10) working days, in writing, to such recommendations. Each member of the committee will receive notice of the Fire Chief's response.
- SECTION 7 The City will provide all new firefighters with new turn out clothing. The Union and Fire Management must mutually agree that any new clothing requirements meet NFPA standards. It is understood that the City will provide such turn out gear as soon as practically possible. Accordingly, all parties understand that there may be a delay in providing of such gear from the time the firefighter is sized to delivery of the turn out gear. If such firefighters are required to use turn out gear that is not new, then the gear provided to such employees must meet NFPA standards.
- SECTION 8 The City agrees that the Fire Department's current uniform policy shall be a part of this labor agreement. It is agreed that this policy can only be changed by mutual agreement between the City and the Union.
- SECTION 9 The City will provide members of the Fire Investigation Unit with collapsible batons and mace of the same size and type as provided to Police Department uniform officers.
- ~~SECTION 10 The City will provide special additions to the Class A Uniform for up to a maximum of six (6) sworn fire employees per shift and six (6) employees from the Bureau, up to a maximum of \$75 per employee, to designate such uniforms/employees as members of the Omaha Fire Department Honor Guard. In addition, the City will provide two (2) flags, up to a maximum of \$150 per flag. The City will consult with the Union regarding the formation and utilization of such honor guard.~~

ARTICLE 25

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

- SECTION 1 If an employee is required by the City to attend court or appear before an administrative tribunal (including arbitration and the Personnel Board), or give testimony before any legislative committee or body, in connection with his official duties, other than union activities, during off-duty periods, he shall be compensated a minimum of ~~four (4)~~three (3) hours at ~~straight time, or one and one-half (1 & ½) times the number of hours, for actual time in attendance, whichever is greater.~~
- SECTION 2 If an employee is required by the City to attend any trade or professional meeting which relates directly to official City business during his duty shift, such attendance shall not be considered a leave of absence, rather normal duty time. Such employee shall be compensated his normal pay for the period of attendance. If an employee is required by the City to attend such meetings during his off-duty times, he/she shall be compensated at a minimum of four (4) hours straight time or one and one-half (1 & ½) times the number of hours, for actual time in attendance, whichever is greater.
- SECTION 3 The Chief shall have the authority to detach duty employees to fire related conferences, schools and educational seminars.
- SECTION 4 In order to provide a wider range of educational opportunities for fire sworn employees, without any additional compensation to such employees, the City agrees to provide certain employees designated by the Union President with educational leave as approved by the City, not to exceed 1,000 hours per payroll year. ~~certain employees may be designated by the Union President to attend educational conferences and seminars and who the Union has agreed to compensate for the cost of the seminar (including travel and subsistence) shall be granted detached duty from their firefighting duties to attend such conferences and seminars. It is understood that such time shall be granted up to and including 1500 hours per payroll year.~~
- SECTION 5 In order to provide a wider range of community service, without any additional cost to City government, the Union President or his/her designee will be allowed to attend community service events such as MDA, Local Emergency Planning Agency, 800 MHz Communications, Tri-Mutual Aid, etc. on detached duty. The Fire Chief may deny such hours if such usage adversely affects staffing requirements ~~according to Article 45.~~

ARTICLE 26

SAVINGS CLAUSE

SECTION 1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 27

FIRE DEPARTMENT COMMITTEES

- SECTION 1 SAFETY: The CITY and the UNION agree jointly to establish a safety committee. This Committee will advise the City and make recommendations concerning any health or safety hazard which exists within the Fire Department. The Safety Committee will make recommendations to the City on any new or existing fire stations, equipment and apparatus or on any other matter concerning safety.
- SECTION 2 TRAINING: The City and the Union agree to establish a Training Committee consisting of employees as appointed and constituted below. The Training Committee will review training procedures for the Omaha Fire Department.
- SECTION 3 EMS (Emergency Medical Services): The City and the Union agree to establish an EMS Committee consisting of employees as appointed and constituted below. The EMS Committee will review EMS procedures for the Omaha Fire Department.
- SECTION 4 HUMAN RELATIONS: The City and the Union agree to establish a Human Relations Committee consisting of employees as appointed and constituted below. The Human Relations Committee will review operational procedures and actual operations in the Fire Department to ensure compliance with all laws and City policies dealing with human relations issues.
- SECTION 5 UNIFORM/GROOMING: The City and the Union agree to establish a Uniform/ Grooming and Personal Protective Equipment Committee, as constituted in Article 24, Section 6.
- SECTION 6 PHYSICAL FITNESS: The City and the Union agree to establish a Physical Fitness Committee, as constituted in Article 29.
- SECTION 7 MDA COMMITTEE: The City and the Union agree to establish a Muscular Dystrophy Association Committee consisting of employees as appointed and constituted below.
- SECTION 8 AWARDS COMMITTEE: The City and the Union agree to establish an Awards Committee consisting of employees as appointed and constituted below.
- SECTION 9 SPECIAL OPS COMMITTEE: The City and the Union agree to establish a Special Ops Committee consisting of employees as appointed and constituted below.

SECTION 10 HONOR GUARD COMMITTEE: The City and the Union agree to establish an Honor Guard Committee consisting of employees as appointed and constituted below.

SECTION ~~9~~11 All Committees will consist of nine (9) members and shall be composed of four (4) representatives designated by the UNION and four (4) members designated by the Fire Chief. The 9th member shall be elected by majority vote of the aforementioned individuals. For the Safety, Physical Fitness and Awards Committees, one of the four representative designated by the Chief shall be the ~~Personnel~~Human Resources Director or his/her designee. The number of members on a respective committee can be changed through mutual agreement although the ratio of City/Union membership shall be equal.

Committees will meet one time a month, providing that upon a majority vote the next meeting may be cancelled on a month-to-month basis.

The Fire Chief, or his/her designee, will respond within ten (10) working days, in writing, to any Committee recommendations.

SECTION ~~10~~12 If a majority of three (3) shifts at any given station agree upon a "logo" for their station/apparatus, such "logo" shall be submitted to the Fire Chief. The Fire Chief shall have the sole discretion to approve/disapprove of such logo. Should the logo be approved, the station personnel shall incur such cost for logo implementation through their house dues.

ARTICLE 28

WORKING OUT OF CLASSIFICATION

Any time a member is called upon to perform the functions of, and assumes the responsibility of, a higher classification ~~for a period of one full duty shift~~, he/she shall receive the pay of the classification starting after the first twelve (12) hours on the second consecutive duty shift worked in the higher classification and shall continue to be paid until such time as he/she is relieved of the functions and responsibilities of the higher classification. It is understood, by and between the parties, that if the duties performed by any given Battalion Chief in the Bureau are assigned by the Fire Chief to the Assistant Fire Chief during the Battalion Chief's absence (not to exceed seven consecutive working days), no employee shall be entitled to out of class pay during those seven days.

Out of class vacancies shall be filled as follows:

1. If a certified promotional list is in existence, then the first name on such list who has not been promoted, and who is normally assigned to the shift where the out of class position is needed shall be assigned to work out of class. Such employee may not decline such appointment, however such employee may, at any time, have his name removed from the promotional list.
2. If there is no certified promotional list in existence or if everyone on such list is being utilized in an out of class position, but the promotional process has begun by the posting of such job, then the most senior employee who has applied for such promotional position and is normally assigned to the shift where the out of class is needed shall be assigned to work out of class. Such employee may not decline such appointment, however such employee may, at any time, have his name removed from the promotional process.
3. If there is no certified promotional list or if everyone on the promotional list is being utilized in an out of class position, and no examination process has begun, then in that event, the most senior person who has volunteered to work out of classification and who is normally assigned to that shift shall be assigned to work out of class. If an employee declines to work the out of class assignment, his/her name shall be removed from the list of volunteers.
4. If the out of class vacancy cannot be filled by the above three procedures, then in that event, the most senior employee of the proper rank on that shift shall be assigned to work out of classification and can not decline such assignment. For purposes of filling the position of Captain for out of class purposes, the "proper rank" for the City to use to select shall be FAE and Firefighters combined together.

Special Procedures for FAE Positions:

If there is no certified promotional list for the position of FAE, employees should be selected from the "Relief Driver's List" by seniority (except as provided below for "special apparatus"). The relief driver's list shall be created and maintained as follows: employees must request to be placed on such list and must have successfully completed the Fire Department's defensive driving course developed by the O.F.D. training bureau. Selections for "special apparatus" (Rescue 433, Rescue 3251, Aerial 34, Engine 5, Engine 60, Aerial 9 and Engine 33; or applicable special operations apparatus) shall be made at the sole discretion of the Battalion Chief in charge, with recommendations from the appropriate apparatus Captains.

Any employee assigned permanently to drive a Medic Unit, shall receive pay equal to an F.A.E. Employees assigned on a temporary basis shall receive pay pursuant to this Article.

Special Procedures for Asst Fire Chief Positions:

Anytime a position in the rank of Assistant Fire Chief becomes vacant, the City will promptly notify the Union of its intention to either fill such position or to eliminate such position. It is understood that the right to fill or eliminate is within the sole discretion of the City.

If the City decides to fill such position, it will take the steps necessary to post and test for the position in a reasonable time period. This time period will not exceed one hundred twenty (120) calendar days unless mutually agreed between the City and the Union. To fill such position, candidates for the Assistant Chief position must be current sworn Omaha Fire employees.

It is explicitly understood that during the period when the position is vacant and until a list is certified and a person appointed to the position permanently, the City, by and through the Fire Chief, shall have the right to fill the position in an out of class capacity with any Battalion Chief the Fire Chief chooses. If the period of vacancy exceeds 120 days, the most senior Battalion Chief actively participating in the promotional process will be assigned to work out of classification. If the promotional process has not yet begun, the most senior Battalion Chief will be selected to act.

Special Procedures for Bureau Positions:

In the case of Bureau positions, any time an employee is called to work out-of-class, the position will be filled: (1) by a person who is currently assigned to that Bureau and is on the certified promotional list (in rank order); and, (2) in the event there is no person on the promotional list, then the positions shall be filled by highest seniority within that Bureau.

Anytime an employee who is working out of classification pursuant to this Article, utilizes vacation, personal leave, funeral, sick, or any other leave provisions of this Agreement he/she shall be paid for that leave at his/her regular rate of pay and not at the higher, out of class pay. The utilization of any leave does not constitute a break in working out of class time.

ARTICLE 29

PHYSICAL FITNESS PROGRAM

A Physical Fitness Program may be conducted at the fire stations and, if so, shall adhere to the following procedures.

- 1 Permission for physical fitness workout may be granted by the officer in charge upon request by Fire employee; such request must include starting time and duration of workout.
- 2 When working out the individual Fire employee will have the proper clothing immediately available so that he/she will respond to any type of fire alarm or special duty with full appropriate clothing.
- 3 The physical fitness workout time shall not interfere with any Firefighter work or function.
- 4 Apparatus may be taken out of station at the discretion of the officer in charge, but remain "in service" within its assigned territory for two (2) hours for the purpose of allowing employees to do walking or running exercises outdoors.
- 5 The City and the Union agree to form a committee to discuss, create and implement a minimum physical fitness standard which shall be graded according to the age of the employee. Such program shall comply in all respects with any conditions set forth in any grants that shall fund such a program, and shall include a baseline physical examination at no cost to the employee. Such committee shall consist of: four (4) representatives designated by the Union, three (3) members designated by the Fire Chief, and one (1) member designated by the ~~Personnel~~Human Resources Director. The 9th member shall be elected by majority vote of the aforementioned individuals. Once the committee has established the minimum fitness standards, the standards shall be implemented and the committee shall then oversee the fitness program to assure compliance. Any such standards determined by the committee shall include mandatory participation by employees; however, an employee's inability to meet minimum standards shall not be a basis for punitive action. The purpose of the committee shall be limited to overseeing the fitness program to assure compliance and making recommendations to the Fire Chief regarding physical fitness standards. The Fire Chief, or his designee, will respond within ten (10) working days, in writing, to such recommendation. Each member of the committee will receive notice of the Fire Chief's response.
- 6 For Bureau Personnel: Bureau employees may use the exercise equipment at any fire station of their choosing during their off-duty hours. Bureau personnel get thirty (30) minutes for lunch and two (2) 15-minute breaks per shift. Employees may, at the discretion of their immediate supervisor, combine their

lunch period and two breaks into one continuous meal period. An employee may use this continuous meal period for exercise.

7 Should Fire Management decide to implement and use an annual Wellness Fitness Test, any employee passing such test shall receive an additional 12 hours of annual leave for a suppression employee; 8 hours of annual for a Bureau employee.

ARTICLE 30

PAYROLL DIRECT DEPOSIT

All wages shall be paid only by direct deposit of funds into an employee bank account pursuant to current City direct deposit procedures.

The City will make every reason-able effort to ensure that the direct electronic transfer is completed by the beginning of bank business day on payday. Notification of direct deposit of payroll shall be made electronically through the on-line system only and paper forms will not be printed or mailed. Any exceptions to this rule must be approved by the Labor Relations Director and the Payroll Manager. ~~The direct deposit receipt will be mailed to the employee's home address.~~

ARTICLE 31

FUNERAL ATTENDANCE

All off duty firefighters will be ordered to attend the funeral(s) of a firefighter(s) who die in the line of duty. Attendance at said funerals shall be without compensation.

ARTICLE 32

EXAMINATIONS AND PROMOTION PROCEDURE

- SECTION 1 Notice of promotional examinations shall be given one hundred twenty (120) days prior to the administration of the examination, which examination shall take place ninety (90) days prior to termination of the current eligibility list. At the time of posting, such notice shall contain the date of the written exam as well as the date(s) of the subsequent steps in the selection process (for example: when posted, the notice shall contain the week of the written exam, assessment center, rodeo exam, etc.) and the week of the assessment center class. Such notice include a complete bibliography upon which the examination shall be based.
- SECTION 2 The certified promotional eligibility list shall continue in force for two (2) years, unless prior to this time all names on the certified promotional eligibility list have been exhausted. If no names remain on the then certified promotional eligibility list, then that list shall be considered as terminated and, within thirty (30) days, a posting of a promotional examination shall be made.
- SECTION 3 Eligibility requirements, school points and seniority points shall be met prior to the first day of the month in which the examination is given.
- To be eligible for a promotional examination for a bargaining unit classification within the Omaha Fire Department, the candidate must establish the minimum years of qualifying experience as a sworn fire officer with the City of Omaha Fire Department prior to the first day of the month in which the examination is given
- The minimum years of experience shall be defined as such time that an individual has served as a sworn Omaha Fire Department employee. Any lay-off of one year or less, any suspensions for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act shall count as time served as a sworn Omaha Fire Department employee. Any other breaks or absences shall not count as time served as a sworn Omaha Fire Department employee.
- SECTION 4 Any applicant, at any phase of any promotional testing, will be required to appear in person for such promotional testing. No accommodations will be made by the City should any such applicant be unable to appear at the scheduled time and place for promotional testing unless:

1. The applicant's inability to appear at the scheduled time and place for the testing is the fault of the City; or the applicant is on Injured On Duty status, or approved military leave. It is understood that the IOD status or the military leave in a particular circumstance, must by its nature, preclude the applicant from being physically present for the scheduled examination. For example: if an employee is not hospitalized or home-bound on an IOD injury, like a sprained ankle, that applicant must appear for his/her scheduled examination with no special treatment under this contract.
2. Any accommodations, pursuant to the above, may be made by the City only if such accommodations can be accomplished in a reasonable amount of time. The three areas of accommodations that the City will consider, depending on the circumstances of each case, are:
 - a. postponing the promotional examination until the applicant is available to take the test along with the rest of the applicants;
 - b. administer the promotional examination to the applicant at substantially the same time as the other applicants, but in a different location;
 - c. administer the promotional examination to the applicant at a later time from the other applicants.

SECTION 5 Vacancies in the classifications above firefighter shall be filled from the then current certified promotional list as they occur, but no later than thirty (30) days from the date of vacancy. It is understood that any promotion shall be retroactive to the date of the vacancy for the purposes of seniority. Any promotion made after the 30th day will be retroactive to the 30th day of the vacancy for the purposes of pay. If the vacancy occurs at any time during the existence of any two (2) year list, such vacancy shall be appointed from that list. In other words, if a vacancy occurs on the last day of a list, then the promotion will be made from that list.

SECTION 6 Promotional examinations within the Fire Department shall be scored as follows:

1. The score on the initial phase of the examination, which is a pre-condition to continuing in the examination process, shall be calculated by adding:

- a. The earned score on the initial phase of the examined, which shall have a maximum of one hundred (100) points.
 - b. A maximum of ten (10) points for City service, which shall be given on the basis of one-twelfth ($1/12^{\text{th}}$) of a point per completed month of service as a sworn member of the Fire Department, to a maximum of ten (10) points after the years of service needed to meet the experience requirement, as identified on the postings, have been subtracted.
 - c. A maximum of 5.67 college points which shall be computed by giving one-twelfth ($1/12^{\text{th}}$) of a point for each credit hour of completed course work toward an Associate's Degree in Fire Protection Technology to a maximum of 5.67 points. For the purposes of uniformity, points from any educational institution other than the University of Nebraska at Omaha shall be converted to the UNO standard pro rata. Credit will be evaluated on the basis of the course catalog from the University of Nebraska at Omaha or any other educational institution whose course is approved, in advance, by the Fire Chief.
 - d. For the initial phase or phases of the testing, the college and school points shall not be used to determine the pass/fail at the initial phase of the testing.
2. The final score from which the rankings on the eligibility list is determined shall be computed as follows:
 - a. Fifty percent (50%) of the percentage score based on one hundred percent (100%) score achieved on the subsequent phase (Assessment Center) plus
 - b. Fifty percent (50%) of the percentage score based on one hundred percent (100%) score achieved on the written phase or initial phase of the examination; plus
 - c. City service and college points.
 3. It is imperative for both the City and the Union that an appropriate number of assessors are able to act for promotional exams. The City agrees to use every best effort for the Battalion Chief and Captains Assessment Centers to

have the number of assessors for each examination to be: number of applicants taking the test multiplied by the number of exercises multiplied by two divided by 20 (# of applicants x # of exercises x 2 ÷ 20). For example: if 60 applicants are scheduled to take an assessment center and such assessment center consists of three (3) exercises, the number of assessors would be determined as follows: $60 \times 3 \times 2 = 360 \div 20 = 18$ assessors.

4. The passing score shall be 70% in all examinations.
5. The City will provide, in cooperation with the Union, classes for all employees eligible to take any promotional examination. Such classes shall cover the following material: "How To Take An Assessment Center" and/or "Management Training" and/or FAE Rodeo Training and/or particular Fire S.O.P. topics before each Fire promotional examination.

SECTION 7 The following minimum years of service are required in order to take a promotional test as indicated:

1. FAE Test – two (2) years of service with the Omaha Fire Department; for new hires after December 22, 2003, three (3) years of service with the Omaha Fire Department.
2. Captain Test – six (6) years of service with the Omaha Fire Department.
3. Drill Master – eight (8) years of service with the Omaha Fire Department, which must include two (2) years as a Captain with the Omaha Fire Department; Assistant Fire Marshall – eight (8) years of service with the Omaha Fire Department, which must include two (2) years as a Captain with the Omaha Fire Department; Paramedic Shift Supervisor – eight (8) years of service with the Omaha Fire Department, which must include two (2) years as a Captain/Paramedic with the Omaha Fire Department.
4. Battalion Chief Test – ten (10) years of service with the Omaha Fire Department, which must include one (1) year as a Drill Master; one (1) year as a Assistant Fire Marshall; one (1) year as a Paramedic Shift Supervisor; or two (2) years of service as a Captain with the Omaha Fire Department.

SECTION 8 The City and the Union have mutually agreed to the bibliography materials for promotional examinations. These materials are located in Appendix "D". The City and the Union must mutually agree to any

changes to these bibliography materials and, upon such agreement, all employees shall be notified via e-mail of these changes. The City will endeavor to ask test questions from each material on the bibliography. The Chief or his/her designee, along with the ~~Personnel~~Human Resources Department, will develop and approve all questions on promotional examinations. In so doing, the Chief will endeavor to ask questions from each item in the bibliography. It is understood that some items of the bibliography are more important than others and will have more questions taken from these items. The Chief will rate each item on the bibliography in terms of importance (approximate percent of questions to be taken from each bibliography item) and include this on the job posting. In January of each year, Fire Administration will offer employees the opportunity, at the employee's own expense, to purchase any textbook or learning material on the bibliography page.

SECTION 9

In the event the City determines, in its sole discretion, that a Captain's rank shall be filled, then the ~~The following rules and procedures will apply regarding vacancies in the rank of Captain:~~

1. Any time that there is a vacancy in the rank of Captain, such vacancy shall be posted for transfer bidding within five (5) calendar days of such vacancy occurring. Such positing shall remain open for a minimum of fifteen (15) calendar days, after which time the most senior current Captain requesting the transfer shall be granted such transfer.
2. If no one requests a transfer pursuant to the above, the City shall immediately promote an employee from the current Captain's list to the vacancy. This assignment shall be temporary in nature and will be posted during the quarterly transfers according to Article 35.
3. If a transfer is made pursuant to #1 above, the City will immediately promote someone from the current Captain's list to the vacated position. This assignment shall be temporary in nature and will be posted during the quarterly transfers according to Article 35.
4. Any temporary position as noted above in #2 and #3 will be posted during quarterly transfers according to Article 35.
- ~~5. The intent of the above new procedures is to create a process whereby the minimum number of Captains in Suppression, Captains in any of the Bureaus, and Captain Paramedics always remains the same, to wit:~~

~~39 Paramedic Captains assigned to Medic Units~~

~~111 Captains assigned to Suppression Companies~~

~~25 Captains assigned to the Bureau~~

~~These numbers will be adjusted based upon the number of Captains positions needed in the labor agreement in 2005, 2006, and 2007.~~

SECTION 10 When referring eligible candidates for promotional positions within the bargaining unit, the following procedure will be used to refer names for vacancies. If one position is to be filled, the director shall refer the four (4) highest names in rank order on the appropriate list. If more than one position is to be filled, the director shall submit four (4) times as many eligibles as there are vacancies if there are that number of eligibles on the list. When filling vacancies in classifications in the bargaining unit other than promotional positions, the Human Resources Director shall follow the provisions of Omaha Municipal Code Section 23-231 and 232 as applicable provisions of this Section 10 of the collective bargaining agreement shall not apply.

SECTION 11 In the event that the City seeks to engage an outside contractor to provide employment testing, the Union shall participate in the selection of such contractor. The City agrees to meet with the Union to discuss possible contractors, although the ultimate selection of a contractor shall lie solely with the City.

ARTICLE 33

~~TUITION REIMBURSEMENT & FIRE PROTECTION TECHNOLOGY DEGREE~~

- SECTION 1 The City shall pay the full tuition and related fees, excluding books and parking, for those employees who succeed in accomplishing a "C" grade or above in the required courses for Fire Protection Technology and required electives, including free electives, as described in a course catalogue from the University of Nebraska at Omaha or any other educational institution whose course is approved, in advance, by the Fire Chief.
- ~~SECTION 2 It is expressly understood that tuition reimbursement is confined only to those approved courses which are taken for education in Fire Protection Technology.~~
- SECTION ~~3~~2 In order to receive tuition reimbursement for fire prevention technology courses, the applicant must submit to the Office of the Fire Chief, via chain of command, within thirty (30) days, following the end of registration, copies of documents showing the cost of tuition for the courses taken and a student schedule listing the courses. Failure to do so will result in the applicant being denied reimbursement. Reimbursement shall be made at the completion of the semester, as in accordance with established procedures. Any tuition reimbursement is specifically confined to monies (as outlined in Section 1 above) that the applicant must pay out of his/her own pocket. Any costs, which are reimbursed to the employee by any other source, will not be reimbursed pursuant to this Article.
- ~~SECTION 4 If an employee has an Associates or Bachelors degree in Fire Protection Technology, that employee shall receive \$600 per year in twenty six equal installments of \$23.08 per pay period. It is a prerequisite to getting this pay, that the employee notify the Fire Chief or his/her designee that he/she has such degree and to provide proof if requested.~~

ARTICLE 34

MILEAGE REIMBURSEMENT

Any employee who reports for duty at his/her station house and is subsequently reassigned during that duty shift to another station in the capacity of running extra or ~~(upon passage of these 2004 amendments)~~ to the training center, and is not furnished transportation by the City, shall be reimbursed for the miles necessarily traveled between station houses. Payment of mileage shall be at the rate provided for in the current Mayoral Executive Order applicable to mileage reimbursement for City employees. Payment of mileage reimbursement pursuant to this Article shall be every two weeks with the employee's pay. All mileage reimbursement forms shall be turned into Technical Services Bureau via the computer.

No fire employee shall be ordered to use their personal vehicle to transport fire personnel to or from a fire scene.

ARTICLE 35

TRANSFERS & FILLING OF VACANT POSITIONS

SECTION 1

- A. "Vacant positions" are identified as any opening created by promotion, retirement, resignation, termination, death, demotion, or transfer.
- B. The Fire Administration, via administrative transfers, may temporarily fill vacant positions until such vacancies can be posted and bid upon. It is understood that should an employee accept a position with a contingency (example: successful completion of paramedic or arson training) and then at some future date such employee does not successfully complete such training, no vacancy occurs in such position until the date of the employee's demotion.
- C. Eligible employees are employees who meet the necessary rank requirements and the necessary certification and/or licensing requirements for the position; or are employees who will accept a promotion with a contingency.
- D. The Fire Administration shall have the exclusive right of assignment of any employee for the first three (3) years of his/her employment, unless such employee is promoted to FAE. No employee may bid pursuant to this Article until he/she has completed three (3) years as a sworn Fire Department employee. Fire Administration, on an annual basis, will attempt to rotate Fire personnel with less than three (3) years experience, in a manner to equalize firefighting and EMS experience. It is understood that this in no way requires Fire Administration to rotate employees.

Employees may volunteer to change shifts (for the purposes of balancing shifts) during the quarterly transfer postings. Volunteers shall be utilized on a seniority basis, if needed. If no sworn personnel volunteer or if there is not enough volunteers to balance the shifts, then the administration shall move the least senior firefighter of those firefighters not permanently assigned. The process above shall apply for paramedic balancing. When Fire Administration must balance the shifts, it will be done by moving the least senior firefighter of those firefighters not permanently assigned. In order to balance the number of paramedics on each shift, the Fire Chief will have the ability to move the least senior firefighter/paramedic not permanently assigned.

- E. Detached duty shall mean an assignment of an employee to a position other than the employee's Article 35 bid position. When an employee

is assigned to detached duty, such employee's permanent position shall not be considered vacant.

~~F. Any past or future service as a Captain paramedic on a Med Unit or a Captain or FAE on Special Ops (Haz Mat), for a two-year continuous period, will fulfill any Bureau service requirement for that rank (as has been done in the past). For example: If a Captain serves two years in a Bureau, Med Unit or Special Ops (Rescue 1, 2, Engine 33, and backup engine for Rescue 2) and is promoted to Battalion Chief, he/she is still subject to the two year Bureau requirement in that new rank.~~

~~G. The City, by and through the Fire Chief, has agreed to maintain and publish to the Union on an annual basis, a list of employees who have not served two (2) consecutive years in a Bureau or Medic Unit by promotion date in grade or date of service in case of a firefighter. The City and the Union have agreed to an initial list of employees who still owe Bureau time.~~

H.F. "Promotional Vacancy" shall mean a vacancy that occurs because an employee is no longer employed by the fire service because of retirement, resignation, termination, death, demotion, or has been promoted to a higher rank, and the Chief has indicated he will fill such vacant position.

I.G. "Non-Promotional Vacancy" shall mean a vacancy that occurs because an employee leaves his/her former assigned position to a new assignment at the same rank (For example: a lateral transfer, transfer to a Bureau, etc.).

~~J. In order for a Captain to be in charge of an ALS Unit, an employee must have either successfully completed certification to the Paramedic level or must be scheduled to attend the next Paramedic class as a Captain. If there is a Captain's vacancy on an ALS Unit for which no existing Captain with Paramedic certification has bid, then employees on the Captain's promotional list shall, in rank order, be given the opportunity to take Paramedic training and, in the meantime, shall fill the position of a Captain's vacancy on such Medic Unit, contingent upon successfully completing Paramedic training and testing.~~

K.H. The City will offer paramedic training on a yearly basis, pursuant to Article 49, Section 347. This training is offered in order that the City may maintain a sufficient number of paramedics.

It is understood that the City could initiate a hiring requirement for future sworn employees that such employees be certified paramedics prior to being hired. Also, the City could require new hires to become certified paramedics by offering such persons conditional employment. If a new hire, as of the legal execution of this labor agreement, is

offered employment on the condition he/she become a paramedic then: (1) such new hire shall not attend paramedic class while they are a probationary firefighter; (2) volunteers will be taken first and be allowed to attend the paramedic class or may become certified through outside classes on their own time and expense (3) employees will begin such training within four (4) years of their hiring and retain their certification for five (5) consecutive years. Any pre-hire agreement shall reflect such requirements. ~~within one (1) year, that person will be allowed to attend the paramedic class above or may become certified through outside classes on their own time and expense.~~

L.I. ~~The roving positions in Suppression (Section 2) shall be posted and bid upon by those eligible. There are three (3) Battalion Chief roving positions, one (1) per shift, and six (6) roving Captain positions, two (2) per shift. These roving positions will be posted on a quarterly basis until the vacancies are filled. Any roving positions may be bid upon by those eligible by rank (see Article 16).~~

~~M.An FAE may take a voluntary demotion to the position of Firefighter, which shall allow him/her to be a driver of a medic unit. This means that an FAE may not transfer from an apparatus to a medic unit.~~

N.J. SCBA training and certification will be offered according to seniority once a year on a voluntary basis without additional compensation. To maintain the certification, an employee must meet the on-going requirements mutually agreed upon by the Union and Fire Chief. An employee who fails to meet these requirements will lose his/her certification.

SECTION 2 ~~ENGINE, AERIAL, PSS, SUPPRESSION B/C, FF P/D & RES. 32~~
~~VACANCIES:~~

~~If a vacancy occurs in Suppression on any of the above apparatus, and such vacancy is a promotional vacancy, such vacancy shall be filled from the current certified promotional list according to normal promotion procedures. It is understood that the filling of this vacancy is a temporary duty assignment and will be posted at the next quarterly posting as stated below. The employee that is promoted and assigned as a temporary duty assignment will remain there until that job assignment is bid pursuant to this section.~~

Vacancies shall be posted quarterly; meaning on or before January 1, April 1, July 1, and October 1 of each calendar year. The City, at its discretion, may post vacancies for bidding purposes at other times within the calendar year as determined by need by Fire Administration but the City must post vacancies at least on a quarterly basis. Vacancies will be posted by rank and position, and employees will be limited to bidding positions within their rank.

Eligible employees for the vacant positions shall have fifteen (15) calendar days from the date of posting to bid on vacant positions via an electronic request per the Department's transfer policy. Transfer requests shall be limited to a maximum of five (5) requests per posting period. Verification of receipt of the transfer request shall be e-mailed within seventy-two (72) hours, in detail (listing positions requested), back to the employee. If the employee's bid is incorrect, it is the responsibility of the employee to notify the on-duty Assistant Chief via the chain of command. Awarded transfers may take effect immediately, but must take effect no later than the first day of the FLSA work period after the bidding process has expired.

Once the above bidding process is completed, these vacant positions shall be awarded by total job seniority and the remaining transfer requests will be considered null and void. Vacant positions that are not bid upon will be temporarily filled for the remainder of that quarter and then reposted the following quarter.

In order to bid for either FAE or Captain vacancy on Rescue 3251, such employee must hold the rank of FAE or Captain and be SCBA certified prior to bidding. It is understood that this requirement is only for permanent assignment to Rescue 3251; Fire Management may, detach duty on a temporary basis, employees who have such certification when necessary. When there are such employees without such certification, Article 28 (Working Out of Class) shall apply.

SECTION 3

BUREAU VACANCIES:

Vacancies within any Bureau will be filled in the following manner:

Volunteers (1st Step) =

It is understood that if should—a vacancy occur should be filled in the Bureau, the vacancy will be posted within five (5) calendar days of the day it is determined that the vacancy occurs will be filled. The posting shall give employees fifteen (15) calendar days to apply via the chain of command. If more than one volunteer applies, the Chief will cause all volunteers to be interviewed regarding their ability to perform the position. The Chief will select the most senior by total job seniority of the volunteers unless such interview determines that one volunteer is more qualified. If the most senior candidate is not selected, the Chief shall submit in writing to those employees not selected all the reasons why the employee is not being awarded the position. Such employee shall have the right to

file the grievance pursuant to Article 8, and have such grievance proceed through all necessary steps. If no one volunteers pursuant to the above, then use the 2nd Step.

Promotional Fillings

(2nd Step) =

If an opening, is a “promotional vacancy” as defined in Section 1 above, eligible candidates on the current promotional list will be asked in rank order if they will accept a promotion. ~~contingent upon filling the Bureau vacancy and remaining in that Bureau for a period of two (2) consecutive years. Where an employee accepts a promotion contingent upon serving for two (2) consecutive years and such job requires a special certification, such two (2) consecutive years shall commence upon the employee receiving the certifications for that job. For example: if an employee who is not law enforcement trained and accepts a position in the Arson Bureau, the two (2) consecutive year period begins when the employee becomes a certified police officer and is assigned to that Bureau.~~ The promotional list to be used depends upon the rank of the vacant position (if a Battalion Chief is vacant, use the Battalion Chief list; if a Captain is vacant, use the Captains list, if an FAE is vacant, use the FAE list). If this “promotional” process does not fill the vacancy, then use the 3rd Step below.

Certain Bureau jobs require special training. ~~These positions are: one (1) Fire Investigation B/C, one (1) Special Ops B/C, six (6) FIB Captains, two (2) EMS Captains/Paramedics, one (1) Safety Captain/Paramedic, and one (1) Internal Affairs Captain.~~ If an employee has accepted a promotion for one of the above a position that requires special trainings and has agreed to complete the special training but is unable to become properly certified for such position, the employee will be given a second opportunity to successfully become properly certified for such training. If the employee is unable to become properly certified for such position on this second opportunity, he/she shall be demoted to their prior rank and a vacancy ~~shall~~ may occur at the time of demotion. This demotion of such employee to his prior rank will not displace

or demote any other employee holding that rank. Such employee shall return to the bottom position of the promotional list from which he/she was selected, if such list is still in existence. The City will make every effort to maintain an adequate pool of qualified personnel for Bureau positions requiring the above certifications. The City will consult with the Union in determining the number of employees needed for an adequate pool.

Non-Promotional Fillings

(3rd Step) =

~~The Fire Chief will maintain, and publish to the Union on an annual basis, a list of employees who have not served two (2) consecutive years in a Bureau; such list will be by promotional date within that specific rank. In the case of a firefighter, the list shall be by the date of hiring. If the vacancy is a "non-promotional vacancy" as defined in Section 1 above, the Fire Chief will cause to be interviewed the three (3) most-least senior employees who possess the necessary knowledge, skills and abilities from the necessary rank above list. Such interview shall deal with the employee's ability to perform the vacant position. The Chief will select the most-least senior of these three-qualified employees unless such interview determines one such employee is the most qualified. If the most-least senior candidate is not selected, the Chief shall submit in writing, if requested, to the selected employee the reasons why the employee is not being awarded the position. Such employee shall have the right to file a grievance pursuant to Article 8, and have such grievance proceed through all necessary steps.~~

If a Bureau position is filled pursuant to any of the steps above and the person selected to fill such Bureau position is not properly certified to fill that position, then, in that event, the certified employee who had successfully transferred out of the Bureau may be detached to that Bureau position until a certified replacement is available. This detached duty will not exceed ~~fifty (50)~~180 consecutive calendar days unless mutually agreed upon by the City and the Union. After the ~~50th~~180th day of detached duty, the City shall then fill the position by utilizing its pool of qualified personnel on a rotating seniority basis. The rotation will begin with the most senior qualified employee in that rank being selected first. This selected employee from this pool of

qualified personnel shall serve the duty for ~~fifty (50)~~180 calendar days unless mutually agreed upon by the City and the Union.

~~Any employee who is transferred to a Bureau as described in the 3-step process above, shall be required to serve for a period of two (2) consecutive years. Such employee may be removed from his/her Bureau position at any time if such employee is not satisfactorily performing the duties of such position. Should an employee be removed from his/her Bureau position because they are not satisfactorily performing the duties of such position, the Chief will submit to such employee written reasons for such removal. The employee shall have the right to file a grievance pursuant to Article 8, and have such grievance proceed through all necessary steps. It is understood that an employee has the right to remain in the Bureau beyond the required two (2) consecutive year time period should that employee choose.~~

~~SECTION 4 — CAPTAINS MED UNIT VACANCIES:~~

~~Vacancies within any Medic Unit will be filled in the following manner:~~

~~Volunteers~~

~~(1st Step) = It is understood should a Captain vacancy occur in the Med Unit, the vacancy will be posted within five (5) calendar days of the day the vacancy occurs. The posting shall give employees fifteen (15) calendar days to apply via the chain of command. The most senior volunteer will be assigned to the vacancy. If no one volunteers pursuant to the above, then use the 2nd Step.~~

~~Promotional Fillings~~

~~(2nd Step) = Each time a vacancy exists, eligible candidates on the current Captains promotional list will be asked in rank order if they will accept a promotion contingent upon filling the Med Unit vacancy and remaining assigned to a Med Unit for a period of two (2) consecutive years after becoming a certified paramedic. The first employee that accepts the position when asked in rank order shall be promoted to that position.~~

~~Where an employee accepts a promotion contingent upon serving for two (2) consecutive years, such two (2) consecutive years shall commence upon the employee receiving such proper certifications for that job. For example: if an employee who is not a certified paramedic~~

~~accepts a position to Captain and agrees to take such paramedic training, the two (2) consecutive year period begins when the employee becomes a certified paramedic.~~

~~Eligible candidates, who accept a promotion contingent upon filling a Medical Unit vacancy, will not be allowed transfer rights until this employee successfully completes paramedic certification.~~

~~If an employee has accepted a promotion based upon his/her agreement to complete paramedic training per the May 2002 Paramedic Course Student Policy Manual and is unable to become properly certified for such position, the employee will be given a second opportunity to successfully become properly certified for such training. If the employee is unable to become properly certified for such position on this second opportunity, he/she shall be demoted to their prior rank and a vacancy shall occur at the time of demotion. This demotion of such employee to his prior rank will not displace or demote any other employee holding that rank. Such employee shall return to the bottom position of the promotional list from which he/she was selected, if such list is still in existence.~~

~~**3rd Step =** If a vacant position is not filled by the 1st Step (Volunteers) or 2nd Step (Promotional Fillings), then the position will be temporarily filled pursuant to Article 28. A bulletin will be posted by normal Fire Department procedures to all employees that such position continues to be vacant to allow for volunteers or promotional fillings to occur pursuant to the steps above.~~

~~An employee may be removed from a Med Unit position at any time if such employee is not satisfactorily performing the duties of such position. Should an employee be removed from his/her Med Unit position because they are not satisfactorily performing the duties of such position, the Chief will submit to the employee written reasons for such removal. The employee shall have the right to file a grievance pursuant to Article 8, and have such grievance proceed through all necessary steps.~~

SECTION 5

SPECIAL OPS APPARATUS (RESCUE 1, 2, ENGINE 33, & BACKUP ENGINE FOR RESCUE 2) CAPTAIN & FAE VACANCIES:

Vacancies within Special Ops on Rescue 1, 2, Engine 33, and backup engine for Rescue 2, will be filled in the following manner:

1. Through the temporary transfer process and/or,
2. The Regular Quarterly Transfer process as set forth herein.

Volunteers

~~(1st Step) =~~ It is understood should a Special Ops/Rescue 1, 2, Engine 33, or backup engine for Rescue 2 vacancy occur, the vacancy will be posted within five (5) calendar days of the day the vacancy occurs. The posting shall give employees fifteen (15) calendar days to apply via the chain of command. The most senior volunteer will be assigned to the vacancy. If no one volunteers pursuant to the above, then use the 2nd Step.

Promotional Fillings

~~(2nd Step) =~~ If an opening, is a “promotional vacancy” as defined in Section 1 above, eligible candidates on the current promotional list will be asked in rank order if they will accept a promotion contingent upon filling a Special Ops vacancy and remaining in that assignment for a period of two (2) consecutive years. Where an employee accepts a promotion contingent upon serving for two (2) consecutive years and such job requires a special certification, such two (2) consecutive years shall commence upon the employee receiving the certifications for that job. For example: if an employee who is not tech level trained and accepts a position with Special Ops, the two (2) consecutive year period begins when the employee becomes tech level trained. This procedure applies only to ranks of Captain and FAE. If this “promotional” process does not fill the vacancy, then use the 3rd Step below.

~~—————~~ If an employee has accepted a promotion for a Special Ops position and has agreed to complete the special training but is unable to become properly certified for such position, the employee will be given a second opportunity to successfully become properly certified for such training. If the employee is unable to become properly certified for such position on this second opportunity, he/she

~~shall be demoted to their prior rank and a vacancy shall occur at the time of demotion. This demotion of such employee to his prior rank will not displace or demote any other employee holding that rank. Such employee shall return to the bottom position of the promotional list from which he/she was selected, if such list is still in existence. The City will make every effort to maintain an adequate pool of qualified personnel for Special Ops positions requiring the above certifications. The City will consult with the Union in determining the number of employees needed for an adequate pool.~~

Eligible candidates, who accept a promotion contingent upon filling a Special Ops vacancy, will not be allowed transfer rights until this employee successfully completes tech level training.

~~**3rd Step =** If a vacant position is not filled by the 1st Step (Volunteers) or 2nd Step (Promotional Fillings), then the position will be temporarily filled by an employee to work out of class pursuant to Article 28. A bulletin will be posted by normal Fire Department procedures to all employees that such position continues to be vacant to allow for volunteers or promotional fillings to occur pursuant to the steps above.~~

If an employee has a certification that would entitle them to be paid a specialty pay premium such as special ops, the Department may utilize that employee to fill vacancies that call for that specialty pay certification subject to the following:

The Department will create a list for special operations certified employees based on volunteers and will use such list starting with the most senior employee and going down the list as needed. If there are not enough volunteers to fill all vacancies, such vacancies will be filled using a seniority list for special operations certified employees that will be used in inverse order of seniority on a calendar year basis in order to ensure an equitable distribution of special ops assignments among those qualified. For example, if the Department needs to transfer/detach duty a qualified special ops employee from a bid assignment to a special ops unit, the list consisting of all special ops certified employees will be consulted and the least senior person on the shift on which the vacancy has occurred will be selected for the assignment. Once a member of that group has been selected for temporary transfer or detached duty purposes then he/she shall work

five (5) working days in that capacity, and then the next person on the list shall be selected.

For an employee certified, receiving and being utilized in more than one specialty pay pool; Fire management may skip said employee in the normal rotation if that employee is being utilized in another specialty pay assignment. For example, an employee holding certification as special ops and paramedic and who is currently being used as a paramedic, may be skipped in his normal rotation as special ops and vice versa.

~~In the event that a certified Special Ops employee successfully bids and transfers out of that Special Ops assignment or there is a temporary vacancy, this employee may be detached back to that Special Ops position until a certified replacement is available. This detached duty will not exceed fifty (50) consecutive calendar days unless mutually agreed upon by the City and the Union. After the 50th day of detached duty, the City shall then fill the position by utilizing its pool of qualified personnel on a rotating seniority basis. The rotation will begin with the least, in seniority, qualified employee being selected first. This selected employee from this pool of qualified personnel shall serve the duty for fifty (50) calendar days unless mutually agreed upon by the City and the Union.~~

~~Any employee who is transferred to Special Ops/Rescue 1, 2, Engine 33, and backup engine for Rescue 2 as described above in the 3-step process, shall be required to serve for a period of two (2) consecutive years after certification is achieved. Such employee may be removed from his/her Special Ops/Rescue 1, 2, Engine 33, and backup engine for Rescue 2 position at any time if such employee is not satisfactorily performing the duties of such position. Should an employee be removed from his/her Special Ops/Rescue 1, 2, Engine 33, and backup engine for Rescue 2 position because they are not satisfactorily performing the duties of such position, the Chief will submit to such employee written reasons for such removal. Such employee shall have the right to file a grievance pursuant to Article 8, and have such grievance proceed through all necessary steps.~~

SECTION 6

When Fire Administration must balance the shifts for paramedics, it will first ask for volunteers by classification (Firefighter, FAE, Captain, etc.). If no sworn personnel volunteer or if there is not enough volunteers to balance the shifts, then the administration shall move be done by moving the least senior firefighter employee of and those firefighters employees not permanently assigned In order to balance the number of paramedics on each shift, the Fire Chief will have the ability to move the least senior firefighter/paramedic not permanently assigned.

For the purpose of maintaining training skills on the following apparatus or for manpower reasons, the Fire Chief shall have the right to temporarily transfer or "detach duty" personnel. Such personnel that are temporarily transferred or assigned detached duty shall retain their permanent bid assignment, according to the following listed stipulations; The department will temporarily transfer or detach duty to personnel according to the following stipulations:

With regard to the temporary movement of employees from shift to shift or from station to station or from apparatus within the same shift, the following procedures shall apply:

Transfers from bid positions where no specialty certification is implicated:

1. Employees with twenty (20) years of service or more may be used to fill departmental vacancy needs for no more than three (3) work sets per calendar year. For these purposes, a "work set" shall be defined as one (1) day up to five (5) days. One (1) day in this context is equivalent to one (1) 24-hour work day pursuant to the fire suppression work schedule.
2. Employees with fifteen (15) to twenty (20) years of service shall serve no more than four (4) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
3. Employees with ten (10) to fifteen (15) years of service shall serve no more than five (5) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
4. Employees with six (6) to ten (10) years of service shall serve no more than six (6) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
5. Employees with three (3) to six (6) years of service shall serve no more than seven (7) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
6. Employees with less than three (3) years of service with the Fire Department are subject to unlimited transfer or detached duty assignments at management discretion without regard to the above-referenced limitations.

Effective January 1, 2012, transfers from bid positions where no specialty certification is implicated:

1. Employees with twenty (20) years of service or more may be used to fill departmental vacancy needs for no more than two (2) work sets per calendar year. For these purposes, a "work set" shall be defined as one (1) day up to five (5) days. One (1) day in this context is equivalent to one (1) 24-hour work day pursuant to the fire suppression work schedule.
2. Employees with fifteen (15) to twenty (20) years of service shall serve no more than three (3) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
3. Employees with ten (10) to fifteen (15) years of service shall serve no more than four (4) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
4. Employees with six (6) to ten (10) years of service shall serve no more than five (5) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
5. Employees with three (3) to six (6) years of service shall serve no more than six (6) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
6. Employees with less than three (3) years of service with the Fire Department are subject to unlimited transfer or detached duty assignments at management discretion without regard to the above-referenced limitations.

Effective January 1, 2013, transfers from bid positions where no specialty certification is implicated:

1. Employees with twenty (20) years of service or more shall not be required to accept temporary transfers or detached duty assignments. One (1) day in this context is equivalent to one (1) 24-hour work day pursuant to the fire suppression work schedule.
2. Employees with fifteen (15) to twenty (20) years of service shall serve no more than two (2) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
3. Employees with ten (10) to fifteen (15) years of service shall serve no more than three (3) sets per calendar year in a position to which they are not permanently assigned or

- which they have not been awarded pursuant to the seniority bid process.
4. Employees with six (6) to ten (10) years of service shall serve no more than four (4) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
 5. Employees with three (3) to six (6) years of service shall serve no more than five (5) sets per calendar year in a position to which they are not permanently assigned or which they have not been awarded pursuant to the seniority bid process.
 6. Employees with less than three (3) years of service with the Fire Department are subject to unlimited transfer or detached duty assignments at management discretion without regard to the above-referenced limitations.

~~it is understood that an employee that is required to serve detached duty pursuant to subsections a through d below shall continue to receive any specialty pay from his/her permanent assignment and will not receive specialty pay for the temporary, detached duty assignment. This section excludes sworn employees that are detached duty and running extra because of a probationary sworn employee who is assigned to a field training officer or a sworn employee participating in paramedic training.~~

~~If an employee is detached duty for less than ~~eight (8)~~ twenty-four (24) hours, such time shall not count against the time limitations provided in ~~(a) through (e) below.~~ above When an employee is detached duty for less than eight (8) hours by Fire Management, such employee shall be selected on a volunteer basis. If no volunteer applies, then the employee to work detached duty shall be selected by the Battalion Chief, on a rotating basis from all employees.~~

Fire Administration shall have the right to detach duty employee(s) involved in Internal investigations until the investigation is completed or discipline is rendered. Such detached duty shall not count toward any minimum time requirements for detached duty.

~~Employees that are assigned detached duty shall serve no more than one (1) of any of the below detached duty assignments per calendar year unless mutually agreed to by the City and the Union; one (1) day up to five (5) days will count as a set:~~

- a. ~~For an employee serving detached duty by moving from a Medic Unit to an Engine or Aerial Company, that employee may be detached for a maximum of forty five (45) in 2004; thirty five (35) in 2005, twenty five (25) in 2006, fifteen (15) in 2007 twenty four~~

~~(24) hour shifts per calendar year in minimum blocks of five (5) consecutive twenty four (24) hours shifts.~~

~~b. For an employee serving detached duty by moving from an Engine or Aerial Company to a Medic Unit, that employee may be detached for a maximum of forty five (45) in 2004; thirty five (35) in 2005, twenty five (25) in 2006, fifteen (15) in 2007 twenty four (24) hour shifts per calendar year in minimum blocks of five (5) consecutive twenty four (24) hours shifts.~~

~~c. For an employee serving detached duty by moving from an Engine Company to an Aerial Company, that employee may be detached for a maximum of forty five (45) in 2004; thirty five (35) in 2005, twenty five (25) in 2006, fifteen (15) in 2007 twenty four (24) hour shifts per calendar year in minimum blocks of five (5) consecutive twenty four (24) hours shifts.~~

~~d. For an employee serving detached duty by moving from an Aerial Company to an Engine Company, that employee may be detached for a maximum of forty five (45) in 2004; thirty five (35) in 2005, twenty five (25) in 2006, fifteen (15) in 2007 twenty four (24) hour shifts per calendar year in minimum blocks of five (5) consecutive twenty four (24) hours shifts.~~

~~e. For an employee serving detached duty for a special assignment by moving from Suppression to the Bureau, that employee may be detached for a maximum of fifty (50) calendar days per calendar year. This maximum can be extended by mutual agreement between Fire Management and the Union. It is understood that any time an employee serves in a Bureau serving detached duty for a special assignment, such time shall be applied towards the employee's two (2) year Bureau obligation. An employee serving a detached duty assignment pursuant to this subsection (subsection e) shall receive the specialty pay of the detached duty assignment in addition to any specialty pay the employee was receiving from his/her previous permanent assignment.~~

~~e.~~

SECTION 7 MED UNIT VACANCIES :

If an employee has a certification that would entitle them to be paid a specialty pay premium such as paramedic assigned pay, the Department may utilize that employee to fill vacancies that call for that specialty pay certification subject to the following:

The Department will create a list certified paramedic employees based on volunteers and will use such list starting with the most senior

employee and going down the list as needed. If there are not enough volunteers to fill all vacancies, such vacancies will be filled using a seniority list for certified paramedic employees that will be used in inverse order of seniority on a calendar year basis in order to ensure an equitable distribution of paramedic assignments among those qualified. For example, if the Department needs to transfer/detach duty a paramedic from a bid assignment to a special ops unit, the list consisting of all certified paramedic employees will be consulted and the least senior person on the shift on which the vacancy has occurred will be selected for the assignment. Once a member of that group has been selected for temporary transfer or detached duty purposes then he/she shall work five (5) working days in that capacity, and then the next person on the list shall be selected.

For an employee certified, receiving and being utilized in more than one specialty pay pool; Fire management may skip said employee in the normal rotation if that employee is being utilized in another specialty pay assignment. For example, an employee holding certification as special ops and paramedic and who is currently being used as a paramedic, may be skipped in his normal rotation as special ops and vice versa.

To keep paramedics cross trained, the department may utilize FAEs and Captains on Med Units to fill vacancies. These employees may be used no more than ten (10) duty shifts in a calendar year, unless such employee volunteers more than ten (10) duty shifts. If no employees volunteer to fill the vacancies in excess of the ten (10) duty shifts mentioned above, the department may utilize on a seniority rotation basis such cross-trained employees.

ARTICLE 36

UNION DUES: VOLUNTARY PAYROLL DEDUCTION

Voluntary payroll deduction, done on a per payroll period basis, shall be authorized under the following conditions:

1. The Union shall notify the ~~Personnel~~Human Resources Director and Finance Director in writing of any change in Union dues. Such notification must include a certification that an election of the membership was held and that 51% of said membership in attendance were in favor of the deduction proposal, or that the Union constitution and by-laws regarding increase in Union dues has been followed.
2. The dues may not be changed more than three (3) times each contract year.

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

The Union shall also maintain a second voluntary payroll deduction spot on a Fire employee's pay stub. The Union shall notify the ~~Personnel~~Human Resources Director and Finance Director in writing of the nature of such deduction. Such notification must include a certification that an election of the membership was held and that 51% of said membership in attendance ~~were~~was in favor of the deduction proposal, or that the Union constitution and by-laws regarding such deduction has been followed.

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

ARTICLE 37

TRADE TIME

- SECTION 1 The parties agree that employees within the bargaining unit may utilize trade time agreements among themselves. Such agreements shall be voluntary and shall consist of employees agreeing to trade off working assignments of any one (1) hour or more increment.
- SECTION 2 Trade time agreements shall be between employees of equal permanent rank except that an Assistant Chief has the discretion to waive this requirement. Employees utilizing this agreement shall agree between themselves as to the pay back conditions except that pay back must be accomplished within one year of their agreement. Cash paybacks for trade time are not allowed. Such agreement shall be written on a form provided by the Fire Department, signed by the agreeing employees and witnessed. The trade time agreement documentation is to be delivered (by hard copy or electronic notice) to the Battalion Chief in the district in which the trade time is to take place one duty shift prior to the event. If the notice is delivered electronically to the Battalion Chief, it will be followed up as soon as possible by the signed and witnessed hard copy. Said Battalion Chief will have the authority to waive the one duty shift notice requirement.
- SECTION 3 If a substituting employee fails to report for duty for any reason, it shall be the responsibility of the substituting employee to attempt to find a replacement employee. Should the substituting employee fail to find a replacement employee, any time lost will be deducted from the substituting employee's appropriate leave provision.
- SECTION 4 Newly hired probationary employees may not utilize trade time provisions of this Article until they have been employed for a period of six (6) months, and then they may utilize trade time only once until they are confirmed. Such probationary employees must trade with other candidates, and no trade time will be allowed on pre-scheduled confirmation testing days.
- SECTION 5 Should an employee scheduled to work because he is fulfilling a trade time agreement be unable to work because he is on approved IOD status, the employee will be marked as being on IOD (No Lost Time) and that shall fulfill the agreement. Should an employee scheduled to work because he is fulfilling a trade time agreement be unable to work because of injury or illness (non-IOD), the employee will not be required to work the previously agreed upon number of consecutive hours and not be charged any sick leave. The Fire Management will have the discretion to determine the specific time, date, and location of the payback (but not on a holiday). The employee will be given seven

(7) days notice prior to the date of the payback. No sick leave will be approved for this new substituted date. If such employee cannot appear, he will be marked annual leave and that shall fulfill the trade time agreement.

~~SECTION 6 — Persons assigned to Rescue 1/Haz Mat and Engine 33 must be tech trained. This will not prohibit such tech trained employees from trading time with employees of equal rank who are not tech trained.~~

~~SECTION 7 — Employees will be allowed to trade time with the City. These trade time agreements will not reduce the number of employees allowed off on personal leave days or furloughs. The policy and procedures for such trade time agreements will be set forth in a policy mutually agreed upon by the City and the Union.~~

ARTICLE 38

RESIDENCY & WHEEL TAX

Residency within the City Limits of Omaha shall not be required as a condition of employment or continued employment with the City.

City wheel tax for non-residential employees shall be deducted automatically from his/her first pay period in March of each year.

ARTICLE 39

COOPERATION

The parties hereto recognize that mutual cooperation and effort is necessary and essential to reduce the escalating costs of health care and yet maintain necessary and reasonable health care benefits. Pursuant to such recognition, the parties agree to meet on a reasonable basis for the purpose of studying, analyzing and devising means to effectuate cost savings consistent with necessary and reasonable health care protection. Any changes in the present benefits or procedures shall be effectuated in writing by mutual agreement between the ~~President of the Union and the Labor Relations Director of the City~~ and no further action by way of approval shall be required of either the City or Union parties.

ARTICLE 40

PENSIONS

SECTION 1: DEFINITIONS

Board: Shall mean the Board of Trustees of the System.

Member: Shall mean any person who by virtue of his employment status is participating in the System.

Pensionable Earnings: Shall have the same meaning as the term "pensionable earnings" as that term is defined in Chapter 22 of the Omaha Municipal Code.

Retiree: Shall mean any person receiving a disability or regular service retirement, who is no longer contributing to the System.

System: Shall mean the Police and Fire Retirement System.

SECTION 2: CONTRIBUTIONS

To fund all benefits within this Article, each member and the CITY shall contribute to the System. The member shall contribute every bi-weekly payroll period 15.40% of his/her pensionable earnings. Upon the legal execution of the labor agreement, the member shall contribute every bi-weekly payroll period 16.15% of his/her pensionable earnings. The member's contribution shall be deducted prior to federal income tax withholding as allowed by IRS 414(h). The CITY shall contribute annually 21.015% of each employee's pensionable earnings.

SECTION 3: UNFUNDED ACTUARIAL LIABILITY CONTRIBUTIONS AND BENEFIT REDUCTIONS

As of January 1, 2009, the Police & Fire Pension System has an unfunded actuarial liability of approximately \$520 million dollars, as determined at that time by the actuary firm of Milliman Inc. The City and the members, through the collective bargaining process, have agreed that by the end of this labor agreement, the parties will collectively contribute 23.5% of payroll (either through additional cash contributions or benefit reductions), as verified by the City's actuary firm, in order to take the necessary steps to reduce this unfunded actuarial liability over time and make the pension system financially viable. The members have agreed that they will achieve their percentage of payroll through various benefit reductions and cash contributions detailed in this labor agreement with savings verified by the City's actuary firm.

Those savings and cash contributions, as a package, are:

BENEFIT REDUCTION

SAVINGS AS A PERCENT OF PAYROLL
(AS VERIFIED BY MILLIMAN INC.)

SAVINGS AS A PERCENT OF PAYROLL
(AS VERIFIED BY MILLIMAN INC.)

BENEFIT REDUCTION

As part of the pension calculation, the City will compute for all sworn employees each member's career overtime average (COTA), using the applicable pensionable earnings, and will apply such COTA to a member's final pension calculation.

4.9%

All current employees and those employees hired after January 1, 2010, except for those employees who at the time of the legal execution of the labor agreement who are at least 50 years of age with at least 20 years of service, least 45 years of age with at least 25 years of service, shall have their applicable measurement period be the member's highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service.

1.9%

For those current employees with less than 20 years of service, they shall retire at age 50 with 20 years of service at a 50% pension, age 45 with 25 years of service at a 70% pension; age 45 with 30 years of service at 75% pension.

For these employees hired after January 1, 2010, those employees shall retire with 20 years of service at a 50% pension, 25 years of service at a 65% pension; 30 years of service at 75% pension. These employees must have a minimum age of 50 to retire, however, should the employee retire at an age less than 55 years, such employee shall have their final monthly pension calculation reduced by 7% per each year less than 55 years of age, as described below.

3.7%

For these employees hired after January 1, 2010, if such employee retires and dies, the widow or widower shall receive a monthly pension equal to 50 percent of the monthly pension that the member was receiving or eligible to receive at the time of member's death.

Employees will contribute additional cash pension contributions into the system.

0.75%

BENEFIT REDUCTIONSAVINGS AS A PERCENT OF PAYROLL
(AS VERIFIED BY MILLIMAN INC.)

Reduction in Fire Benefits including dropping the In-the-Line-of-Duty disability benefit before 25 years of service from 55% to 50%; dropping the disability payment for an active employee who dies in the line of duty from 52% with less than 25 years of service to 49% and 72% if more than 25 years of service to 69%, and dropping the lump sum benefit to eligible dependents upon retiree's death from \$5,000 to \$1,000.

0.30%

The pensionable earnings for all members hired after the legal execution of the labor agreement shall exclude the COTA pay categories. The City's payroll pension contribution for these members shall remain the same as members hired before the legal execution of the labor agreement.

- 0.30%

Any member hired after the legal execution of the labor agreement who retires at an age less than 55 years but with at least 30 years of sworn service, shall avoid having their final monthly pension calculation reduced by 7% per each year less than 55 years of age.

0.30%TOTAL11.55% of payroll

Upon the legal execution of this agreement, the City shall, contribute annually a cash contribution of payroll equal to 11.95%.

The City's contribution will be paid no later than the first payroll period of 2012. The City shall pay all interest on any delayed contributions to the pension system as determined by the pension board's actuary.

The City's monetary contributions toward this unfunded actuarial liability shall not be considered pension contributions in any litigation before the Commission of Industrial Relations or used as a basis for comparison with member contributions for any purposes under the Nebraska Industrial Relations Act. The parties agree that this limitation is not intended in any way to waive the requirements and language of City of Omaha Section 6.09 and that neither party will advance such an argument in any dispute or litigation that should ever arise between the parties.

SECTION 4: RETIREMENT BENEFITS

Pensions will be calculated using the applicable percent of the member's pay from the highest consecutive 26 bi-weekly payroll periods within the final 130 pay periods of service, unless changed below.

Upon legal execution of the labor agreement, as part of the pension calculation, the City will compute each retiring member's career overtime average (COTA). Career overtime average (COTA) is calculated as follows: each hour an employee earns for overtime (e.g. court time, call-in pay, comp time paid as cash, or any other methods the City has paid such employee for "overtime" hours and for which a member has paid a pension contribution) shall be computed back to their date of hire or 1991 (whichever is later) and divided by the number of years the employee has served after December 31, 1990, thus arriving at his career overtime average, which shall be included in the employee's pension calculation. A listing of a member's pensionable earnings and COTA pay categories is listed in Appendix "H".

Pensionable earnings are used to determine the member's final monthly pension benefits and shall be equal to the sum of the member's COTA multiplied by the member's average hourly pay rate plus the member's pensionable pay, pursuant to Chapter 22, (except for any "overtime" worked or paid in the applicable period). Both the member's hourly pay rate and pensionable pay shall be averaged over their highest applicable measurement period.

The intent of the COTA is to ensure that each employee's final pensionable year(s) are representative of that individual employee's career overtime earnings. Using a member's COTA eliminates a member's ability to "spike" their pension.

The pension benefit is based upon the ordinances in effect at the time employment is severed or terminated (i.e., pensions are calculated using the method and percentage in effect at the time the member leaves CITY employment). Changes to the pension benefit enacted after the date a member leaves CITY service shall not be applicable to such member.

In order to insure that pension eligible members may make an informed retirement choice, each such member shall have from the later of (1) the date this agreement becomes legally effective; or (2) ninety (90) calendar days after the City provides the final COTA calculation to the Union and member, to determine if they wish to retire under the pension benefits existing prior to this labor agreement. If a pension eligible member chooses to retire under the pension benefits existing prior to this labor agreement, they must submit their retirement paperwork to the City of Omaha Human Resources Department and work their last day of actual employment on or before the date calculated pursuant to the previous sentence. This provision is intended to insure that an employee who makes a decision to retire in that time period will receive the pension benefits existing prior to this labor agreement and not in this labor agreement.

The City's actuary firm has determined that applying the COTA to all sworn member's final pension calculation is a savings of 4.9% of payroll.

The pensionable earnings for all members hired after the legal execution of the labor agreement, shall exclude the COTA pay categories. The City's payroll pension contribution for these members shall remain the same as members hired before the

legal execution of the labor agreement. The City's actuary firm has determined that applying the COTA to all sworn member's final pension calculation is a savings of 0.3% of payroll.

A. Any member who is at least 45 years old and has at least 25 years of service or who is at least 50 years old and has at least 20 years of service may retire with a normal service retirement according to the chart in B. below.

B. Upon the legal execution of the labor agreement, any member with at least 20 years of service and who then subsequently reaches the requisite years of service and age for their pension to commence, may retire with a normal service retirement according to the chart below. However, the applicable measurement period for this group is the member's highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service.

<u>Minimum Years of Service</u>	<u>Age at Which Pension Commences</u>	<u>Percentage</u>
<u>10</u>	<u>55</u>	<u>20%</u>
<u>15</u>	<u>55</u>	<u>30%</u>
<u>20</u>	<u>50</u>	<u>55%</u>
<u>20 & 6 months</u>	<u>50</u>	<u>57%</u>
<u>21</u>	<u>50</u>	<u>59%</u>
<u>21 & 6 months</u>	<u>50</u>	<u>61%</u>
<u>22</u>	<u>50</u>	<u>63%</u>
<u>22 & 6 months</u>	<u>50</u>	<u>65%</u>
<u>23</u>	<u>50</u>	<u>67%</u>
<u>23 & 6 months</u>	<u>50</u>	<u>69%</u>
<u>24</u>	<u>50</u>	<u>71%</u>
<u>24 & 6 months</u>	<u>50</u>	<u>73%</u>
<u>25 and over</u>	<u>45</u>	<u>75%</u>

C. Upon the legal execution of the labor agreement, any member with less than 20 years of service and who then subsequently reaches the requisite years of service and age for their pension to commence, may retire with a normal service retirement according to the chart below. However, the applicable measurement period for this group is the member's highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service.

<u>Minimum Years of Service</u>	<u>Age at Which Pension Commences</u>	<u>Percentage</u>
<u>10</u>	<u>55</u>	<u>20%</u>
<u>15</u>	<u>55</u>	<u>30%</u>
<u>20</u>	<u>50</u>	<u>50%</u>
<u>20 & 6 months</u>	<u>50</u>	<u>52%</u>
<u>21</u>	<u>50</u>	<u>54%</u>
<u>21 & 6 months</u>	<u>50</u>	<u>56%</u>

<u>Minimum Years of Service</u>	<u>Age at Which Pension Commences</u>	<u>Percentage</u>
<u>22</u>	<u>50</u>	<u>58%</u>
<u>22 & 6 months</u>	<u>50</u>	<u>60%</u>
<u>23</u>	<u>50</u>	<u>62%</u>
<u>23 & 6 months</u>	<u>50</u>	<u>64%</u>
<u>24</u>	<u>50</u>	<u>66%</u>
<u>24 & 6 months</u>	<u>50</u>	<u>68%</u>
<u>25</u>	<u>45</u>	<u>70%</u>
<u>25 & 6 months</u>	<u>45</u>	<u>71%</u>
<u>26</u>	<u>45</u>	<u>72%</u>
<u>26 & 6 months</u>	<u>45</u>	<u>73%</u>
<u>27</u>	<u>45</u>	<u>74%</u>
<u>27 & 6 months</u>	<u>45</u>	<u>74%</u>
<u>28</u>	<u>45</u>	<u>74%</u>
<u>28 & 6 months</u>	<u>45</u>	<u>74%</u>
<u>29</u>	<u>45</u>	<u>74.5%</u>
<u>29 & 6 months</u>	<u>45</u>	<u>74.5%</u>
<u>30 and over</u>	<u>45</u>	<u>75%</u>

D. Any member hired after the legal execution of the labor agreement who then subsequently reaches the requisite years of service and age for their pension to commence, may retire with a normal service retirement according to the chart below. The pensions for these members will be calculated using the applicable percent of the member's pay from the highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service (the member's annual figure will be determined by taking the highest 78 bi-weekly payroll periods and dividing by 3 then apply the applicable percent of the member's pay). Any of these members who retire under the chart below at an age less than 55 years with less than 30 years of sworn service, shall have their final monthly pension calculation, as shown in the chart below, reduced by 7% per each year less than 55 years of age. For example, if an employee is 50 years old and has 26 years of service, then he may retire according to the chart below, however, their final monthly pension calculation will be reduced by 35% (7% x 5 years less than 55 years old).

<u>Minimum Years of Service</u>	<u>Age at Which Pension Commences</u>	<u>Percentage</u>
<u>10</u>	<u>55</u>	<u>20%</u>
<u>15</u>	<u>55</u>	<u>30%</u>
<u>20</u>	<u>50</u>	<u>50%</u>
<u>20 & 6 months</u>	<u>50</u>	<u>51.5%</u>
<u>21</u>	<u>50</u>	<u>53%</u>
<u>21 & 6 months</u>	<u>50</u>	<u>54.5%</u>
<u>22</u>	<u>50</u>	<u>56%</u>
<u>22 & 6 months</u>	<u>50</u>	<u>57.5%</u>
<u>23</u>	<u>50</u>	<u>59%</u>
<u>23 & 6 months</u>	<u>50</u>	<u>60.5%</u>

<u>Minimum Years of Service</u>	<u>Age at Which Pension Commences</u>	<u>Percentage</u>
<u>24</u>	<u>50</u>	<u>62%</u>
<u>24 & 6 months</u>	<u>50</u>	<u>63.5%</u>
<u>25</u>	<u>50</u>	<u>65%</u>
<u>25 & 6 months</u>	<u>50</u>	<u>66%</u>
<u>26</u>	<u>50</u>	<u>67%</u>
<u>26 & 6 months</u>	<u>50</u>	<u>68%</u>
<u>27</u>	<u>50</u>	<u>69%</u>
<u>27 & 6 months</u>	<u>50</u>	<u>70%</u>
<u>28</u>	<u>50</u>	<u>71%</u>
<u>28 & 6 months</u>	<u>50</u>	<u>72%</u>
<u>29</u>	<u>50</u>	<u>73%</u>
<u>29 & 6 months</u>	<u>50</u>	<u>74%</u>
<u>30 and over</u>	<u>50</u>	<u>75%</u>

SECTION 5: DEFERRED RETIREMENT OPTION PROGRAM – “DROP”

Upon legal execution of the labor agreement, the parties agree to implement a cost-neutral DROP option. Both parties are desirous of creating this DROP option because the actuaries have determined that such program will be beneficial to the pension system by giving members incentive to stay longer in order to participate in such DROP option. No employee will be eligible to enter the DROP option and still "spike" his or her pension.

Eligibility for this option is as follows:

- Current members with at least 20 years of service and are at least 50 years of age or current members with at least 25 years of service and are at least 45 years of age at the time of the legal execution and ratification of the labor agreement are eligible to participate in the DROP option.
- All other pension members, who have reached minimum pension age, may participate in the DROP option at 25 years of service.

The wages of the DROP participant shall include all wages normally earned by a similarly situated sworn employee and the DROP participant shall continue to pay pension contributions into the system as if they were an active employee. The City will also contribute its pension contribution for such DROP participant into the pension system. A DROP participant shall be considered an active employee for all purposes except the following: the DROP participant is not eligible for early deferred retirement, for promotion, for longevity pay, and for either service or non-service connected disability retirement (except as provided in the section entitled “Service connected disability” below).

The parties intend that the DROP option is designed to be at least cost-neutral to the pension plan. The Board of Trustees of the Fire pension system and the actuaries will monitor the DROP option each year and will report its conclusions to the City and the

Union. If after the conclusion of the third year of the DROP option, it is determined that it is not at least cost-neutral, the parties agree that the City and the Union shall have a period of 120 days to negotiate changes to the DROP option. Such 120-day period may be extended by mutual agreement of the parties. If the parties have not come to an Agreement within this 120-day period (or any extension agreed to by the parties), the DROP option shall terminate. Any individuals currently in the DROP option shall continue their involvement and commitment but shall not be credited for any interest earnings during the remainder of their DROP term (0%).

In designing a cost-neutral DROP option, the parties agree that the DROP option will include the following features:

1. The member must make an irrevocable election to participate in DROP for the DROP election period. A member who makes the irrevocable election shall be called a DROP participant. A member shall apply for DROP on a form prescribed by the Pension Board and shall agree to sever employment at the end of the DROP election period. The DROP election period shall be for a minimum for three years and a maximum for 5 years. A DROP participant who does not complete the DROP election period shall be ineligible for the payment of the portion of his/her DROP account balance that represents the interest credit with respect to the DROP election period. The above shall not apply if the DROP participant is required to sever employment because of the mandatory retirement age, does not complete the DROP election period due to hardship or disability as described below, or the DROP participant dies.
2. During the DROP election period, an amount equal to the retirement benefit that the DROP participant would have received if the DROP participant had retired on the day before his or her DROP election period shall be credited to the DROP participant's DROP account. The DROP account is a notional account in the pension plan.
3. The member's DROP account shall be credited annually with interest as determined by the Pension Board, in consultation with the actuary, in the range of 0 to 7%. The credit rate shall be determined after the close of the calendar year, with respect to the calendar year. For example, the interest crediting rate for 2010 shall be determined in the first quarter of 2011 and shall be credited to the DROP account as of December 31, 2010. The credited interest rate is intended to be cost-neutral. In order to further this goal, interest may only be crediting in a year in which rate of return on the investments of the pension plan reach the assumed investment rate of return (on a market value basis) and with respect to such a year the interest credited may not exceed 50% of the actual rate of return. For example, if the assumed investment rate of return is 8%, interest may only be credited with respect to 2010 if

- the pension fund earns 8% in 2010; and in that event, the DROP interest credited for 2010 cannot exceed 4%.
4. It is understood that the awarding of interest into an employee's DROP account is at the complete discretion of the Pension Board within the parameters set above. The Pension Board in the exercise of its discretion shall offset any negative balances experienced by such system during the DROP period of prior years.
 5. Upon actual retirement at the end of the DROP election period or at mandatory retirement age (whichever is earlier), a DROP participant is entitled to receive his/her DROP account balance and to begin receipt of his/her retirement benefit that was calculated as of the day before his/her DROP election period.
 6. The DROP account balance shall be distributed in a lump sum with the first monthly retirement benefit after severance from employment. Any additional interest shall be distributed when determined.
 7. The DROP account balance (and any additional interest) shall be treated as an eligible rollover distribution to the extent permitted by law.

Notwithstanding paragraph 1 above that requires an irrevocable election to complete the DROP election period, a member may withdraw, without penalty, from DROP prior to the expiration of the member's DROP election period for the following reasons, subject to the approval of the Pension Board:

- a. Hardship/Non-Service Connected Disability: A DROP participant may apply to withdraw from the DROP option in the case of unexpected, life-changing situations, including the death of a spouse and terminal illness of a spouse or child, or upon the granting by the Pension Board of a non-service connected disability for an injury suffered during the DROP period. A DROP participant whose application to withdraw on account of either hardship or a non-service connected disability approved by the Pension Board shall receive, as of the date of his/her severance from employment, his/her DROP account balance and shall commence his/her retirement benefit calculated as of the day before his/her DROP election period.
- b. Service connected disability: A DROP participant who is granted a service connected disability for injuries suffered during the DROP period shall be entitled to withdraw the funds in his DROP account, however, he shall receive no additional sums as disability payments (he maintains the same pension that he had been entitled to upon entering the DROP option). Such employee's medical bills shall be paid under contract provisions for a normal service retirement, not under the provisions for a service-connected disability.

However, such employee shall receive workers compensation benefits to which he/she may be entitled.

If an employee is injured during the DROP period and is assigned light duty, the provisions of Article 41 shall be followed and may not be waived by the parties.

In the event that a DROP participant dies during a DROP election period, the DROP participant's DROP account balance shall be paid to his/her spouse or children or estate, pursuant to other provisions of this contract and the applicable pension rules.

The Pension Board may adopt administrative policies, procedures, and forms to implement this DROP option.

SECTION 6: RETIREMENT – INJURY – ILLNESS

Any member of the Police and Fire Retirement System, covered by this Agreement, who should sustain an injury or illness not in the line of duty and as a result becomes unfit for active duty shall receive the following percentage of the member's average final monthly compensation.

<u>Years of Service</u>	<u>Percent</u>
<u>Less than 10</u>	<u>10</u>
<u>10 and over</u>	<u>20</u>
<u>15 and over</u>	<u>30</u>
<u>20 and over</u>	<u>45 or *</u>
<u>25</u>	<u>*</u>

* Same percentage employee would get if he/she took a normal service retirement, however the 7% reduction for each year below the age of 55 years shall not apply.

Any member of the Police and Fire Retirement System, covered by this Agreement, who should sustain an injury or illness in the line of duty and as a result becomes unfit for active duty shall receive the following percentage of the member's average final monthly compensation.

<u>Years of Service</u>	<u>Percent</u>
<u>Less than 20</u>	<u>50</u>
<u>20 or more</u>	<u>*</u>

* Same percentage employee would get if he/she took a normal service retirement, however the 7% reduction for each year below the age of 55 years shall not apply.

Pension payments for service-connected disability retirements shall be reduced by the dollar amount equivalent to any worker's compensation benefits paid to the retiree times the percentage contributed to the System by the CITY.

The City and the Union acknowledge that, pursuant to Nebraska Revised Statutes Sections 18-1723 and 35-1001, there is a rebuttal presumption in favor of finding certain heart, respiratory, and cancer conditions to be work-related for the purposes of determining pension benefits for firefighters in Nebraska. In order for the City and the employees to properly address claims for entitlement to the presumptions identified in the above statutes, the City and the Union agree that it is necessary to identify emergency medical or fire suppression activities engaged in by Omaha Fire employees in any other capacity outside of City employment, including private or volunteer EMS and fire department response calls and/or training activities. Therefore, it is agreed that each employee covered by this agreement who engages in fire suppression or EMS services on a volunteer or paid basis for any entity other than the Omaha Fire Department, must submit a monthly report to the Omaha Fire Chief with the EMS and/or fire suppression calls responded to by that employee, as well as, any training activities engaged in by that employee while working or volunteering for the outside entity. The City and the Union agree to formulate a reporting mechanism to carry out the requirements in this paragraph.

SECTION 7: DEFERRED RETIREMENT

Any member of the Police and Fire Retirement System whose employment with the City shall be severed or terminated prior to attaining eligibility for a normal service retirement but who has served at least ten (10) years, can elect to leave the contribution in the system and thereby shall be eligible for a deferred service retirement pension, computed on the member's years of service credit and average final monthly compensation as of the date of termination as follows:

<u>Years of Service</u>	<u>Minimum Age</u>	<u>Percent</u>
<u>10 years and over</u>	<u>55</u>	<u>20%</u>
<u>15 years and over</u>	<u>55</u>	<u>30%</u>
<u>20 years and over</u>	<u>★</u>	<u>★</u>

★ Same percentage employee would get if he/she took a normal service retirement

An employee who "vests" his/her pension rights pursuant to the above, shall not thereafter be entitled to any benefits upon commencement of pension provided for retirees elsewhere in this Agreement (e.g. health insurance). However employees under the "Gap" Insurance provisions located in Article 20, Section 4A, are exempt.

SECTION 8: CHILDREN'S PENSION

A monthly pension shall be payable to each unmarried child under the age of eighteen (18) of a deceased member or retiree. The monthly pension shall be based on the deceased's total annual compensation from the member's designated measure period, described above.

<u>Number of Eligible Children</u>	<u>Percent</u>
<u>1</u>	<u>15</u>
<u>2</u>	<u>30</u>
<u>3</u>	<u>45</u>
<u>4 or more</u>	<u>50</u>

The percent of the deceased's annual total compensation from the applicable measurement period shall be divided equally among eligible children. The pension for each child shall be paid monthly to age 18 or death or marriage, whichever occurs first. In the event any child is totally disabled at the time of death of a member or retiree and has been so totally disabled or totally dependent for support since prior to age 18, whether or not such child was under the age of 18 at the time of such death, such monthly pension benefit shall be paid until the cessation of total disability or dependency for support, whichever occurs first. Any payment made under the section, regardless of whether due or hereinafter to become due, at the option of the CITY, may be paid to any parent or guardian of the child or children for his/her or their care, either method of payment being in full satisfaction of the requirements of this section.

SECTION 9: WIDOW OR WIDOWER

A monthly pension shall be payable to a widow or widower of an active or retired member of the Police and Fire Retirement System as long as the widow/widower was legally married to the deceased member at least one full year prior to the member's death. Benefits will continue for the widow/widower until death unless he or she shall remarry. If widow/widower should remarry all rights to such pension shall be terminated forever. That pension shall be as follows:

A. If an active member with less than twenty-five (25) years of service dies from causes connected with service, the widow or widower shall be paid a monthly pension equal to 49 percent of the deceased member's average final monthly compensation. If an active member with twenty-five (25) years of service or more dies from causes connected with service, the widow will receive 69 percent of the deceased member's average final monthly compensation.

In the event such active member shall die as a result of injuries or illness sustained in the line of duty and:

- widow or widower was not legally married to said member for a full year, or
- if the widow/widower should remarry after commencing benefits under this section, or
- if spouse of deceased member predeceased him or her,

then benefits normally payable under this Section to a widow/widower shall be placed in a trust fund for the education of the minor child(ren), if any, of the

deceased member, until such child(ren) attain age 18, marry, or die. Said benefit will be paid into the trust equally for each child(ren).

B. If an active member dies from causes not connected with service, the widow or widower shall be paid a monthly pension as follows:

- If the deceased member had at least three (3) years and up to ten (10) years service credit under the Police and Fire Pension System, such member's widow or widower shall receive a pension equal to 35 percent of the deceased active member's average final monthly compensation. In addition, for a deceased member who has over ten (10) years of service, the widow or widower will be compensated an additional 1.4% for each additional year of service up to the deceased member having twenty (20) years of service. Therefore, a deceased member having twenty (20) years of service credit will entitle his/her widow to receive 49 percent of his/her average final monthly compensation. A widow of a member who dies having twenty (20) years of service credit up to and including twenty-four (24) years of service credit will be entitled to receive 49 percent of his/her average final monthly compensation.
- If the deceased member had 25 or more years of service, such member's widow/widower shall receive a pension equal to 69 percent of the deceased member's average final monthly compensation.

If a retired employee dies, the widow or widower shall receive a monthly pension equal to 90 percent of the monthly pension that the member was receiving or eligible to receive at the time of member's death. For employees hired after the legal execution of this labor agreement, this benefit is reduced to 50 percent.

SECTION 10: REFUND OF CONTRIBUTIONS

Refunds of accumulated contributions to the System shall be made from the System as follows:

- (1) Upon approval by the System's Board of an application for refund of contributions when employment is terminated and the member is not eligible for retirement, full refund of member contributions with interest shall be made.
- (2) Upon approval by the System's Board of a former member's application for refund of contributions when the former member had elected deferred service retirement and is not yet eligible to receive pension payments, full refund of employee contributions with interest shall be made.
- (3) Upon the death of an employee or retiree where no widow or widower or children are left surviving who are entitled to pension benefits, a lump sum refund equal to the employee's accumulated contributions, or the retiree's balance of accumulated contributions in excess of total pension payments

made to the retiree, or \$500.00, whichever is greater, shall be made to the designated beneficiary or heirs at law.

(4) Upon cessation of pension benefits to a widow or widower or child(ren), a lump sum payment equal to the balance, if any, of the deceased's accumulated contributions in excess of the total amount of pension payments made to the retiree, widow, widower, and child(ren) shall be made to the widow or widower or child who is last to cease receiving a pension benefit from the System. Upon the payment of such lump sum amount, if any, the widow or widower and children shall have no future rights and privileges under the System.

(5) Such refund as provided herein shall forever forfeit any and all rights to pension benefits from the System.

SECTION 11: DEATH BENEFITS

Within three (3) business days from the date the Human Resources Department receives appropriate certification of a member's or retiree's death, a lump sum death benefit shall be paid to the deceased's designated beneficiary.

A. Upon the death of a member where a widow or widower or child(ren) are left surviving who are eligible for pension benefits, a lump sum death benefit equal to one year's pay plan salary shall be made. One year's pay plan salary shall be based on the top step pay rate for Firefighter from the current pay plan.

B. Upon the death of a retiree where a widow or widower or child(ren) are left surviving who are eligible for pension benefits, a lump sum death benefit of \$1,000.00 shall be made. The lump sum death benefit shall be charged against and deducted from the accumulated contributions of the deceased retiree.

C. Upon the death of a member or retiree where there is no widow or widower or child(ren) surviving who are eligible for pension benefits, a lump sum equal to the deceased member's accumulated contributions, if any, or \$500.00, whichever is greater, shall be made to the designated beneficiary.

SECTION 12: PENSION SUPPLEMENT

The CITY will provide a pension supplement of three percent (3%) or sixty-five dollars (\$65) per month, whichever amount is less, beginning in the thirteen (13th) month of retirement.

For any member participating in the DROP option, their pension supplements shall continue on an annual basis with increases effective on the member's pension anniversary date.

SECTION 14: "QUALIFIED PLAN"

The CITY shall take such action as is necessary so that the System will continue to be a plan qualified under applicable Internal Revenue Service rules, which status will allow the employee to pay his portion of the pension contribution before federal income tax is withheld.

SECTION 15: SPLITTING OF THE POLICE AND FIRE RETIREMENT SYSTEM

The City has been informed by the Omaha Police Officers Association, and also by the Professional Firefighters Association, Local 385, that they may desire to change the current pension system by dividing it into two separate systems; one a Police pension system and one a Fire pension system. While nothing has been agreed to between the parties, it is anticipated that the following guidelines could govern such separation:

- A. The two pension systems would segregate the funds of each party, however, the funds could be co-mingled for investment purposes only.
- B. The actuary firm for the pension system could be responsible for aiding and assisting the parties in separating the system, including the determination of how to separate the funds.
- C. In order to effectuate the contemplated separation of the pension system, each Union individually must vote in favor of the separation by a majority vote of those voting on the issue.

The City agrees to provide any information necessary to the Unions or to the pension system actuary firm, so that such separation may be accomplished. Additionally, the City will agree to such separation as long as the pension system pays the entire cost for such separation and the separation does not result in any increased contributions to either the City or the employee.

- D. The new Fire Pension Board, created by this separation of the current system, would consist of the following members: two (2) sworn Fire employees elected similar to the election of current members; the City Human Resources Director; the City Finance Director; a member of the City Council selected by Council procedures; and two (2) appointments by the Mayor. Of these seven (7) people, one (1) member must be a woman and one (1) member must be a member of a minority group (other than being a woman).
- E. The City and the Fire Union agree to explore a base wage percentage payout system in determining pension amounts. The Fire Union will be responsible for any and all costs for determining the cost of such change. Any change to a base wage percentage payout system will require mutual agreement of the parties.

ARTICLE 40

PENSIONS

~~SECTION 1: DEFINITIONS~~

~~Board: Shall mean the Board of Trustees of the System.~~

~~Member: Shall mean any person who by virtue of his employment status is participating in the System with his/her contributions.~~

~~Non Service Connected Disability Retirement: Shall have the same meaning as the term "ordinary disability pension" as that term is defined in Chapter 22 of the Omaha Municipal Code.~~

~~Normal Service Retirement: Shall have the same meaning as the term "service retirement" as that term is defined in Chapter 22 of the Omaha Municipal Code.~~

~~Retiree: Shall mean any person receiving a disability or regular service retirement, who is no longer contributing to the System.~~

~~Service Connected Disability Retirement: Shall have the same meaning as the term "accidental disability pension" as that term is defined in Chapter 22 of the Omaha Municipal Code.~~

~~System: Shall mean the Police and Fire Retirement System.~~

~~SECTION 2: CONTRIBUTIONS~~

~~To fund all benefits within this Article, each member and the CITY shall contribute to the System. The member shall contribute every bi-weekly payroll period 13.14% of his/her total annual compensation (which includes college incentive, specialty, an employee's pay plan wages, longevity, overtime, premium, out of class pay, and comp time/special "time off" paid pursuant to Article 17). The member's contribution shall be deducted prior to federal income tax withholding as allowed by IRS 414(h). The CITY shall contribute annually 18.755% of each employee's total annual compensation. The additional contributions required by the amendments to this labor agreement for 2004 through 2007 are as follows:~~

	City	Employee
2004	No additional contribution	No additional contribution
	TOTAL = 18.755%	TOTAL = 13.14%
2005	Additional contribution – 0.77%	Additional contribution – 0.77%
	TOTAL = 19.525%	TOTAL = 13.91%

	City	Employee
2006	Additional contribution — 0.745%	Additional contribution — 0.745%
	TOTAL = 20.27%	TOTAL = 14.655%
2007	Additional contribution — 0.745%	Additional contribution — 0.745%
	TOTAL = 21.015%	TOTAL = 15.40%

~~SECTION 3: RETIREMENT BENEFITS~~

~~Pensions are calculated using the applicable percent of the member's pay from the highest consecutive 26 bi-weekly payroll periods within the final five (5) years of service. The pension benefit is based upon the ordinances in effect at the time employment is severed or terminated (i.e., pensions are calculated using the method and percentage in effect at the time the member leaves CITY employment). Changes to the pension benefit enacted after the date a member leaves CITY service shall not be applicable to such member.~~

~~a. **Service Retirement.** Starting December 23, 2001, members may retire with a normal service retirement at the following age with the following years of service and the following percentages of their salary (as currently calculated for pension purposes):~~

Minimum Age of Retirement	Years of Service	Percentage
50	20 to 24	45%
50	25	61%
50	26	63%
50	27	65%
50	28	67%
50	29	69%
50	30	69%

~~Starting December 22, 2002, members may retire with a normal service retirement at the following age with the following years of service and the following percentages of their salary (as currently calculated for pension purposes):~~

Minimum Age of Retirement	Years of Service	Percentage
50	20 to 24	47%
47	25	63%
47	26	65%
47	27	67%
47	28	69%
47	29	69%
47	30	69%

Starting December 21, 2003, members may retire with a normal service retirement at the following age with the following years of service and the following percentages of their salary (as currently calculated for pension purposes):

Minimum Age of Retirement	Years of Service	Percentage
50	20 to 24	49%
45	25	69%
45	26	69%
45	27	69%
45	28	69%
45	29	69%
45	30	69%

The actuary firm of Milliman & Robertson, Inc. has determined the cost of this benefit to be 3.74% of payroll. The amount shall be paid as follows:

- Beginning December 23, 2001, the city shall pay one half of the cost (1.87%) into the pension system or trust account.
- Beginning December 23, 2001, employees shall pay one half of the cost (1.87%) into the pension system or trust account.

Upon legal execution of the revised labor agreement in 2004, members may retire with a normal service retirement at the following age with the following years of service and the following percentages of their salary (as currently calculated for pension purposes):

Minimum Age of Retirement	Years of Service	Percentage
50	20	49%
50	20 & 6 months	51%
50	21	53%
50	21 & 6 months	55%
50	22	57%
50	22 & 6 months	59%
50	23	61%
50	23 & 6 months	63%
50	24	65%
50	24 & 6 months	67%
45	25	69%
45	26	69%
45	27	69%
45	28	69%
45	29	69%
45	30	69%

The actuary firm of Milliman USA, Inc., has determined the cost for the pension percentage being increased by two (2) percent in every six (6) month increment between twenty (20) years of service and twenty-five (25) years of service to be negligible or 0% of payroll.

Starting July 1, 2005, members may retire with a normal service retirement at the following age with the following years of service and the following percentages of their salary (as currently calculated for pension purposes):

Minimum Age of Retirement	Years of Service	Percentage
50	20	51%
50	20 & 6 months	53%
50	21	55%
50	21 & 6 months	57%
50	22	59%
50	22 & 6 months	61%
50	23	63%
50	23 & 6 months	65%
50	24	67%
50	24 & 6 months	69%
45	25 and over	71%

The actuary firm of Milliman USA, Inc. has determined the cost of this benefit, along with the pension percentage changes for deferred service retirements in 2005, to be 0.88% of payroll. (The amounts assessed by

~~Milliman, USA, for this benefit increase and for the increases in 2005, 2006, and 2007, are calculated on the basis of the benefit being available only to sworn Fire employees. If the Omaha Police Union agrees to exactly these benefits, the cost would be somewhat less and will be adjusted.) The amount shall be paid as follows:~~

- ~~•Beginning July 1, 2005, the city shall pay one half of the cost (0.44%) into the pension system or trust account.~~
- ~~•Beginning July 1, 2005, employees shall pay one half of the cost (0.44%) into the pension system or trust account.~~

~~The actuary firm of Milliman USA, Inc., has also determined the cost for the pension percentage being increased by two (2) percent in every six (6) month increment between twenty (20) years of service and twenty five (25) years of service to be negligible or 0% of payroll.~~

~~Starting July 1, 2006, members may retire with a normal service retirement at the following age with the following years of service and the following percentages of their salary (as currently calculated for pension purposes):~~

Minimum Age of Retirement	Years of Service	Percentage
50	20	53%
50	20 & 6 months	55%
50	21	57%
50	21 & 6 months	59%
50	22	61%
50	22 & 6 months	63%
50	23	65%
50	23 & 6 months	67%
50	24	69%
50	24 & 6 months	71%
45	25 and over	73%

~~The actuary firm of Milliman USA, Inc. has determined the cost of this benefit to be 0.88% of payroll. The amount shall be paid as follows:~~

- ~~•Beginning July 1, 2006, the city shall pay one half of the cost (0.44%) into the pension system or trust account.~~
- ~~•Beginning July 1, 2006, employees shall pay one half of the cost (0.44%) into the pension system or trust account.~~

~~The actuary firm of Milliman USA, Inc., has also determined the cost for the pension percentage being increased by two (2) percent in every six (6)~~

~~month increment between twenty (20) years of service and twenty-five (25) years of service to be negligible or 0% of payroll.~~

~~Starting July 1, 2007, members may retire with a normal service retirement at the following age with the following years of service and the following percentages of their salary (as currently calculated for pension purposes):~~

Minimum Age of Retirement	Years of Service	Percentage
50	20	55%
50	20 & 6 months	57%
50	21	59%
50	21 & 6 months	61%
50	22	63%
50	22 & 6 months	65%
50	23	67%
50	23 & 6 months	69%
50	24	71%
50	24 & 6 months	73%
45	25 and over	75%

~~The actuary firm of Milliman USA, Inc. has determined the cost of this benefit to be 0.88% of payroll. The amount shall be paid as follows:~~

- ~~•Beginning July 1, 2007, the city shall pay one half of the cost (0.44%) into the pension system or trust account.~~
- ~~•Beginning July 1, 2007, employees shall pay one half of the cost (0.44%) into the pension system or trust account.~~

~~The actuary firm of Milliman USA, Inc., has also determined the cost for the pension percentage being increased by two (2) percent in every six (6) month increment between twenty (20) years of service and twenty-five (25) years of service to be negligible or 0% of payroll.~~

~~b. **Deferred Service Retirement.** A member whose employment with the CITY is severed or terminated prior to attaining eligibility for service retirement, but who has served at least ten (10) years, can elect to leave his contributions in the System and thereby shall be eligible for a deferred service retirement, with pension payments commencing at the age corresponding to the member's years of service and at the percent as indicated below.~~

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	20

Minimum Years of Service	Age at Which Pension Commences	Percentage
15	55	30
20	50	47
25	47	63
26	47	65
27	47	67
28	47	69
29	47	69
30	47	69

~~Starting December 21, 2003, a member whose employment with the CITY is severed or terminated prior to attaining eligibility for service retirement, but who has served at least ten (10) years, can elect to leave his contributions in the System and thereby shall be eligible for a deferred service retirement, with pension payments commencing at the age corresponding to the member's years of service and at the percent as indicated below.~~

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	20
15	55	30
20	50	49
25	45	69
26	45	69
27	45	69
28	45	69
29	45	69
30	45	69

~~Starting July 1, 2005, a member whose employment with the CITY is severed or terminated prior to attaining eligibility for service retirement, but who has served at least ten (10) years, can elect to leave his contributions in the System and thereby shall be eligible for a deferred service retirement, with pension payments commencing at the age corresponding to the member's years of service and at the percent as indicated below.~~

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	22
15	55	32
20	50	51
25 or more	45	71

~~The actuary firm of Milliman USA, Inc. has determined the cost of this benefit, along with the pension percentage changes for service retirements in 2005, to be 0.88% of payroll. The amount shall be paid as indicated in the above charts for normal service retirement (total payment of 0.88% for both increase in normal service retirement and deferred service retirement).~~

~~Starting July 1, 2006, a member whose employment with the CITY is severed or terminated prior to attaining eligibility for service retirement, but who has served at least ten (10) years, can elect to leave his contributions in the System and thereby shall be eligible for a deferred service retirement, with pension payments commencing at the age corresponding to the member's years of service and at the percent as indicated below.~~

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	24
15	55	34
20	50	53
25 or more	45	73

~~The actuary firm of Milliman USA, Inc. has determined the cost of this benefit, along with the pension percentage changes for service retirements in 2006, to be 0.88% of payroll. The amount shall be paid as indicated in the above charts for normal service retirement (total payment of 0.88% for both increase in normal service retirement and deferred service retirement).~~

~~Starting July 1, 2007, a member whose employment with the CITY is severed or terminated prior to attaining eligibility for service retirement, but who has served at least ten (10) years, can elect to leave his contributions in the System and thereby shall be eligible for a deferred service retirement, with pension payments commencing at the age corresponding to the member's years of service and at the percent as indicated below.~~

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	26
15	55	36
20	50	55
25 or more	45	75

The actuary firm of Milliman USA, Inc. has determined the cost of this benefit, along with the pension percentage changes for service retirements in 2005, to be 0.88% of payroll. The amount shall be paid as indicated in the above charts for normal service retirement (total payment of 0.88% for both increase in normal service retirement and deferred service retirement).

A member who elects a deferred service retirement shall retain only the specific benefit rights as set forth in this section. The member has no other privileges, including health insurance, after employment is severed or terminated, except as provided under COBRA provisions.

c. Service-Connected Disability Retirement. A member who sustains an injury or illness in the line of duty, and as a result becomes unfit for active duty shall be granted a service-connected disability retirement and a pension equal to 50%. If the member has 25 or more years of service then the following percentage shall apply:

Minimum Years of Service	Percentage
25	63
26	65
27	67
28	69
29	69
30	69

Beginning in December 21, 2003, a member who sustains an injury or illness in the line of duty, and as a result becomes unfit for active duty shall be granted a service-connected disability retirement and a pension equal to 50% (after July 1, 2005 — 51%; after July 1, 2006 — 53%; and after July 1, 2007 — 55%). If the member has 25 or more years of service then the following percentage shall apply:

Minimum Years of Service	Percentage
25 or more	69

~~After July 1, 2005, any years of service 25 years or more shall receive a percentage of 71%; after July 1, 2006, any years of service 25 years or more shall receive a percentage of 73%; after July 1, 2007, any years of service 25 years or more shall receive a percentage of 75%.~~

~~Service-connected disability pensions shall be reduced by a percentage of any worker's compensation benefits paid to the retiree for the injury or injuries for which the disability was granted as follows:~~

~~[(% of the City's contribution to the pension system) ÷ (the % of total contribution by both the City and retiree to the pension system)] X (the monthly worker's compensation benefit paid to the retiree)~~

~~For example: If a retiree is granted a service-connected disability in payroll year 2004 (City contribution is 18.755%; Total contribution by City and retiree is 31.895%), and is being paid \$1000 monthly in workers' compensation benefits, the retiree's monthly service-connected pension payments would be deducted as follows:~~

$$18.755\% \div 31.895\% = 59\%$$

$$59\% \times \$1000 = \$590$$

~~The \$590 would then be deducted from the retiree's service connected disability pension, and the retiree would continue to receive 100% of his/her entitlement to workers' compensation.~~

~~The City and the Union acknowledge that, pursuant to Nebraska Revised Statutes Sections 18-1723 and 35-1001, there is a rebuttal presumption in favor of finding certain heart, respiratory, and cancer conditions to be work-related for the purposes of determining pension benefits for firefighters in Nebraska. In order for the City and the employees to properly address claims for entitlement to the presumptions identified in the above statutes, the City and the Union agree that it is necessary to identify emergency medical or fire suppression activities engaged in by Omaha Fire employees in any other capacity outside of City employment, including private or volunteer EMS and fire department response calls and/or training activities. Therefore, it is agreed that each employee~~

~~covered by this agreement who engages in fire suppression or EMS services on a volunteer or paid basis for any entity other than the Omaha Fire Department, must submit a monthly report to the Omaha Fire Chief with the EMS and/or fire suppression calls responded to by that employee, as well as, any training activities engaged in by that employee while working or volunteering for the outside entity. The City and the Union agree to formulate a reporting mechanism to carry out the requirements in this paragraph.~~

~~d. **Non-Service-Connected Disability Retirement.** A member who sustains an injury or illness not in the line of duty and as a result becomes unfit for active duty shall be granted a non service connected disability retirement with pension corresponding to the member's years of service and at the percent as indicated below.~~

Minimum Years of Service	Percentage
0 to 9	10
10 to 14	20
15 to 19	30
20 to 24	47
25	63
26	65
27	67
28	69
29	69
30	69

~~Starting December 21, 2003, a member who sustains an injury or illness not in the line of duty and as a result becomes unfit for active duty shall be granted a non service connected disability retirement with pension corresponding to the member's years of service and at the percent as indicated below.~~

Minimum Years of Service	After December 21, 2003	After July 1, 2005	After July 1, 2006	After July 1, 2007
	Percentage	Percentage	Percentage	Percentage
0 to 9	10	10	10	10
10 to 14	20	20	20	20
15 to 19	30	30	30	30
20 to 24	49	51	53	55
25	69	71	73	75
26	69	71	73	75
27	69	71	73	75
28	69	71	73	75

Minimum Years of Service	After December 21, 2003	After July 1, 2005	After July 1, 2006	After July 1, 2007
	Percentage	Percentage	Percentage	Percentage
29	69	71	73	75
30	69	71	73	75

SECTION 4: SURVIVOR BENEFITS

~~a. **Widow/Widower Pensions.** A monthly pension shall be payable to a widow or widower of a member, deferred pensioner or retiree if the widow/widower was legally married to the member or retiree at least one (1) full year prior to the death of the member or retiree. Benefits will continue for the widow or widower until death unless he or she shall remarry. If the widow or widower remarries, all rights to such pension shall be terminated forever. Pension benefits for a widow or widower shall be as follows:~~

- ~~1. If an active member with less than twenty five (25) years of service dies as a result of injuries or illness sustained in the line of duty, the widow or widower shall be paid a monthly pension equal to forty-nine percent (49%) of the member's total annual compensation from the highest consecutive 26 bi-weekly payroll periods within the last five (5) years of service. If an active member with twenty five (25) years of service or more dies as a result of injuries or illness sustained in the line of duty, the widow or widower will receive sixty nine (69%) of the deceased member's average final monthly compensation.~~

~~The actuary firm of Milliman & Robertson, Inc. has determined the cost of this benefit to be 0.28% of payroll. The amount shall be paid as follows:~~

- ~~• Beginning December 23, 2001, the city shall pay one-half of the cost (0.14%) into the pension system or trust account.~~
- ~~• Beginning December 23, 2001, employees shall pay one-half of the cost (0.14%) into the pension system or trust account.~~

~~Starting July 1, 2005, if an active member with less than twenty (20) years of service dies as a result of injuries or illness sustained in the line of duty, the widow or widower shall be paid a monthly pension equal to fifty percent (50%) of the member's total annual compensation from the highest consecutive 26 bi-weekly payroll periods within the last five (5) years of service (Starting July 1, 2006, this percentage increases to 51%; starting July 1, 2007, this percentage increases to 52%).~~

~~Starting July 1, 2005, if an active member with twenty (20) to twenty-five (25) years of service dies as a result of injuries or illness sustained in the line of duty, the widow or widower shall be paid a monthly pension equal to fifty percent (50%) of the member's total annual compensation from the highest consecutive 26 bi-weekly payroll periods within the last five (5) years of service (Starting July 1, 2006, this percentage increases to 51%; starting July 1, 2007, this percentage increases to 52%).~~

~~Starting July 1, 2005, if an active member with twenty-five (25) years of service or more dies as a result of injuries or illness sustained in the line of duty, the widow or widower will receive seventy (70%) of the deceased member's average final monthly compensation (Starting July 1, 2006, this percentage increases to 71%; starting July 1, 2007, this percentage increases to 72%).~~

~~The actuary firm of Milliman USA, Inc. has determined the cost of this benefit and the benefit provided below to widow/widowers of employees who die from causes not connected with service to be 0.04% of payroll for 2005; an additional 0.04% for 2006; and an additional 0.04% for 2007. The amount shall be paid as follows:~~

- ~~•Beginning July 1, 2005, the city shall pay one half of the cost (0.02%) into the pension system or trust account; beginning July 1, 2006, the city shall pay an additional one half of the cost (0.02%) into the pension system or trust account; and beginning July 1, 2007, the city shall pay an additional one half of the cost (0.02%) into the pension system or trust account.~~
- ~~•Beginning July 1, 2005, employees shall pay one half of the cost (0.02%) into the pension system or trust account; beginning July 1, 2006, the employee shall pay an additional one half of the cost (0.02%) into the pension system or trust account; and beginning July 1, 2007, the employee shall pay an additional one half of the cost (0.02%) into the pension system or trust account.~~

~~If the widow or widower was not legally married to the member for a full year; or if the widow or widower remarries after commencing benefits under this section; or if the spouse of the deceased member predeceased him/her, then benefits normally payable under this section to a widow or widower shall be placed in a trust fund for the education of the minor child(ren), if any, of the deceased member, until such child(ren) attain age 18, marry, or~~

~~die, whichever event occurs first. Said benefit will be paid into the trust equally for each child.~~

~~2.If a member who is not eligible for retirement dies from causes not connected with service, the widow or widower shall be paid a monthly pension based on the applicable percent of the member's total annual compensation from the highest consecutive 26 bi-weekly payroll periods within the last five (5) years of service.~~

Minimum Years of Service	Percentage
3 to 10	35
11	36.4
12	37.8
13	39.2
14	40.6
15	42
16	43.4
17	44.8
18	46.2
19	47.6
20 to 24	49
25 and over	69

~~The actuary firm of Milliman & Robertson, Inc. has determined the cost of this benefit to be 0.13% of payroll. The amount shall be paid as follows:~~

- ~~•Beginning December 23, 2001, the city shall pay one half of the cost (0.065%) into the pension system or trust account.~~
- ~~•Beginning December 23, 2001, employees shall pay one half of the cost (0.065%) into the pension system or trust account.~~

~~Starting July 1, 2005, if a member who is not eligible for retirement dies from causes not connected with service, the widow or widower shall be paid a monthly pension as follows:~~

Minimum Years of Service	Starting July 1, 2005 Percentage	Starting July 1, 2006 Percentage	Starting July 1, 2007 Percentage
0 to 3	1	2	3
3 to 10	36	37	38
11	37.4	38.4	39.4
12	38.8	39.8	40.8
13	40.2	41.2	42.2

Minimum Years of Service	Starting July 1, 2005 Percentage	Starting July 1, 2006 Percentage	Starting July 1, 2007 Percentage
14	41.6	42.6	43.6
15	43	44	45
16	44.4	45.4	46.4
17	45.8	46.8	47.8
18	47.2	48.2	49.2
19	48.6	49.6	50.6
20 to 24	50	51	52
25 and over	70	71	72

The actuary firm of Milliman USA, Inc., has determined the cost of this benefit, as stated and attributed above in widow/widower's pension for employees who die by causes in service.

If a retiree, or a member eligible for retirement, dies, the widow or widower shall receive a monthly pension equal to seventy five percent (75%) of the pension that the retiree was receiving, or that the member was eligible to receive at the time of the member's death. For all sworn Fire employees that retire on or after July 1, 2005, this percentage will increase to eighty (80%) percent; on or after July 1, 2006, eighty five (85%) percent; and on or after July 1, 2007, ninety (90%) percent.

The actuary firm of Milliman USA, Inc. has determined the cost of this benefit to be 0.20% of payroll for 2005; an additional 0.20% for 2006; and an additional 0.20% for 2007. The amount shall be paid as follows:

- Beginning July 1, 2005, the city shall pay one-half of the cost (0.10%) into the pension system or trust account; beginning July 1, 2006, the city shall pay an additional one-half of the cost (0.10%) into the pension system or trust account; and beginning July 1, 2007, the city shall pay an additional one-half of the cost (0.10%) into the pension system or trust account.
- Beginning July 1, 2005, employees shall pay one-half of the cost (0.10%) into the pension system or trust account; beginning July 1, 2006, the employee shall pay an additional one-half of the cost (0.10%) into the pension system or trust account; and beginning July 1, 2007, the employee shall pay an additional one-half of the cost (0.10%) into the pension system or trust account.

~~b. **Children's Pensions.** A monthly pension shall be payable to each unmarried child under the age of eighteen (18) of a deceased member or retiree. The monthly pension shall be based on the deceased's total annual compensation from the highest consecutive 26 bi weekly payroll periods within the last five (5) years of service.~~

Number of Eligible Children	Percentage
1	15
2	30
3	45
4 or more	50

~~Where there are four (4) or more children receiving benefits, the pension benefit will be divided equally. The pension for each child shall be paid monthly to age 18 or death or marriage, whichever occurs first. In the event any child is totally disabled at the time of death of a member or retiree and has been so totally disabled or totally dependent for support since prior to age 18, whether or not such child was under the age of 18 at the time of such death, such monthly pension benefit shall be paid until the cessation of total disability or dependency for support, whichever occurs first. Any payment made under the section, regardless of whether due or hereinafter to become due, at the option of the CITY, may be paid to any parent or guardian of the child or children for his/her or their care, either method of payment being in full satisfaction of the requirements of this section.~~

~~BEGINNING December 21, 2003, for all present and future employees:~~

~~————— If the spouse of an active member or retiree dies and he/she had been receiving a widow/widower's pension pursuant to Section 4(a) above, that pension shall be divided equally among any eligible children who qualify under Section 4(b) above, and have been receiving a Children's pension pursuant to that provision. Such pension shall be in addition to what that child had been receiving.~~

~~If an active member or retiree dies and does not leave a widow or widower eligible for pension benefits, any pension he/she had been receiving or would have been entitled to under a normal service retirement (pursuant to Section 3(a)); shall be divided equally among any eligible children who qualify under Section 4(b) above. Such pension shall be in addition to what the child or children had been receiving or would have been entitled to receive pursuant to "Children's Pension" provisions under this Article.~~

~~If an active member or retiree dies and does not leave a widow or widower and does not qualify for a normal service retirement (pursuant~~

~~to Section 3(a)), any pension benefits available under Section 4(a)(1) or (2), available to the spouse had the employee been survived by an eligible widow/widower, shall be divided equally among any eligible children who qualify under Section 4(b) above. Such pension shall be in addition to what the child or children had been receiving or would have been entitled to receive pursuant to "Children's Pension" provisions under this Article.~~

~~SECTION 5: REFUND OF CONTRIBUTIONS~~

~~Refunds of accumulated contributions to the System shall be made from the System as follows:~~

~~(1) Upon approval by the System's Board of an application for refund of contributions when employment is terminated and the member is not eligible for retirement, full refund of member contributions with interest shall be made.~~

~~(2) Upon approval by the System's Board of a former member's application for refund of contributions when the former member had elected deferred service retirement and is not yet eligible to receive pension payments, full refund of employee contributions with interest shall be made.~~

~~(3) Upon the death of an employee or retiree where no widow or widower or children are left surviving who are entitled to pension benefits, a lump sum refund equal to the employee's accumulated contributions, or the retiree's balance of accumulated contributions in excess of total pension payments made to the retiree, or \$500.00, whichever is greater, shall be made to the designated beneficiary or heirs at law.~~

~~(4) Upon cessation of pension benefits to a widow or widower or child(ren), a lump sum payment equal to the balance, if any, of the deceased's accumulated contributions in excess of the total amount of pension payments made to the retiree, widow, widower, and child(ren) shall be made to the widow or widower or child who is last to cease receiving a pension benefit from the System. Upon the payment of such lump sum amount, if any, the widow or widower and children shall have no future rights and privileges under the System.~~

~~(5) Such refund as provided herein shall forever forfeit any and all rights to pension benefits from the System.~~

~~SECTION 6: DEATH BENEFITS~~

~~Within three (3) business days from the date the Personnel Human Resources Department receives appropriate certification of a member's or retiree's death, a lump sum death benefit shall be paid to the deceased's designated beneficiary.~~

- ~~a. Upon the death of a member where a widow or widower or child(ren) are left surviving who are eligible for pension benefits, a lump sum death benefit equal to one year's pay plan salary shall be made. One year's pay plan salary shall be based on the pay rate for Senior Firefighter from the current pay plan.~~
- ~~b. Upon the death of a retiree where a widow or widower or child(ren) are left surviving who are eligible for pension benefits, a lump sum death benefit of \$1,000.00 shall be made. The lump sum death benefit shall be charged against and deducted from the accumulated contributions of the deceased retiree.~~
- ~~c. Upon the death of a member or retiree where there is no widow or widower or child(ren) surviving who are eligible for pension benefits, a lump sum equal to the deceased member's accumulated contributions, if any, or \$500.00, whichever is greater, shall be made to the designated beneficiary.~~
- ~~d. For any sworn Fire employee that retires after July 1, 2005, upon the death of a retiree where a widow or widower or child(ren) are left surviving who are eligible for pension benefits or where there is no widow or widower or child(ren) surviving who are eligible for pension benefits, a lump sum death benefit of \$5,000.00 shall be made to either the widow, widower, child(ren) or designated beneficiary. The lump sum death benefit shall be charged against and deducted from the accumulated contributions of the deceased retiree. The actuary firm of Milliman USA, Inc. has determined the cost of increasing this benefit in 2005 to be 0.05% of payroll. Beginning July 1, 2005: the City will pay 0.025% and the employee will pay 0.025% into the pension system or trust account.~~

~~SECTION 7: PENSION SUPPLEMENT~~

~~The City will provide a pension supplement of three percent (3%) or fifty dollars (\$50) per month, whichever amount is less, beginning in the thirteenth (13th) month of retirement. This supplement shall continue on an annual basis with increases effective on the pension anniversary date.~~

~~The parties agree that the cost of the pension supplement when such supplement, in previous labor agreements, was a "three year wait, three percent (3%) per annum, up to Fifty Dollars (\$50.00) maximum" benefit was 4.4% per annum of total fire wages. The City agreed to pay this sum.~~

~~The actuary firm of Milliman & Robertson, Inc. determined the cost for pension supplements beginning on the thirteenth (13th) month rather than a three year wait, was to be 0.36% of payroll for the duration of the agreement. The amount was paid as follows:~~

- ~~•the city would pay one half of the cost (0.18%) into the pension system or trust account beginning with the legal execution of the Agreement.~~

- for payroll year 2002 employees would pay 0.18% of wages into the system or trust account for the duration of this agreement.

The above method of payment has been determined by Milliman & Robertson, Inc. to be sufficient to fully fund this benefit increase.

For all sworn employees that retire on or after July 1, 2005, the City will provide a pension supplement of three percent (3%) or fifty five dollars (\$55) per month, whichever amount is less, beginning in the thirteenth (13th) month of retirement. For all sworn employees that retire on or after July 1, 2006, the City will provide a pension supplement of three percent (3%) or sixty (\$60) dollars per month, whichever amount is less, beginning in the thirteenth (13th) month of retirement. For all sworn employees that retire on or after July 1, 2007, the City will provide a pension supplement of three percent (3%) or sixty five (\$65) dollars per month, whichever amount is less, beginning in the thirteenth (13th) month of retirement.

The actuary firm of Milliman USA, Inc. has determined the cost of the additional five dollars (\$5) in 2005, the additional five dollars (\$5) in 2006, and the additional five dollars (\$5) in 2007 to be 0.37% of payroll for 2005; an additional 0.37% for 2006; and an additional 0.37% for 2007. The amount shall be paid as follows:

- Beginning July 1, 2005, the city shall pay one half of the cost (0.185%) into the pension system or trust account; beginning July 1, 2006, the city shall pay an additional one half of the cost (0.185%) into the pension system or trust account; and beginning July 1, 2007, the city shall pay an additional one half of the cost (0.185%) into the pension system or trust account.
- Beginning July 1, 2005, employees shall pay one half of the cost (0.185%) into the pension system or trust account; beginning July 1, 2006, the employee shall pay an additional one half of the cost (0.185%) into the pension system or trust account; and beginning July 1, 2007, the employee shall pay an additional one half of the cost (0.185%) into the pension system or trust account.

SECTION 8: "QUALIFIED PLAN"

The CITY shall take such action as is necessary so that the System will continue to be a plan qualified under applicable Internal Revenue Service rules, which status will allow the employee to pay his portion of the pension contribution before federal income tax is withheld.

SECTION 9:

An employee must give ninety (90) day notice of his/her intent to retire. This notice requirement may be waived, based upon the facts and circumstances of each case by the Fire Chief. The City will attempt to offer retirement seminars twice a year.

SECTION 10:

~~The City has been informed by the Union, and also by the Omaha Police Union, Local 101, that they desire to change the current pension system by dividing it into two separate systems; one a Police pension system and one a Fire pension system. While nothing has been agreed to between the parties, it is anticipated that the following guidelines would govern such separation:~~

- ~~1. The two pension systems would segregate the funds of each party, however, the funds would be co-mingled for investment purposes only.~~
- ~~2. The actuary firm of Milliman, USA has been the actuary firm for the pension system for some time and would be responsible for aiding and assisting the parties in separating the system, including the determination of how to separate the funds.~~
- ~~3. In order to effectuate the contemplated separation of the pension system, each Union individually must vote in favor of the separation by a majority vote of those voting on the issue.~~

~~The City agrees to provide any information necessary to the Unions or to Milliman, USA, so that such separation may be accomplished. Additionally, the City will agree to such separation as long as the pension system pays the entire cost for such separation and the separation does not result in any increased contributions to either the City or the employee.~~

- ~~4. The new Fire Pension Board, created by this separation of the current system, would consist of the following members: two (2) Firefighters elected similar to the election of current members; the City Personnel Human Resources Director; the City Finance Director; a member of the City Council selected by Council procedures; and two (2) appointments by the Mayor. Of these seven (7) people, one (1) member must be a woman and one (1) member must be a member of a minority group (other than being a woman).~~

ARTICLE 41

LIMITED DUTY

SECTION 1 For an employee on Injured on Duty (IOD) status:

If an attending physician agrees or recommends that an employee who has been injured on duty is able to perform limited duties, that employee will be required to work a limited duty assignment. Such assignment may be to the employee's regular assigned shift (day hours only), or employee shall become temporarily assigned to a forty (40) hour week.

SECTION 2 ~~If an employee is off on sick leave and his/her attending physician recommends or agrees that said employee is able to perform limited duties, and further agrees that said illness or injury will keep the employee from performing his/her duties for more than ten (10) calendar days, the employee may apply for, and shall be granted, temporary assignment, which assignment would be limited duty.~~Employees injured off duty or suffering from a non-duty related condition causing functional limitations and able to perform a light duty assignment, will be assigned to the Bureau if the Chief determines that a position is available for which the employee is otherwise qualified. A position shall not be deemed "available" if it is created by the involuntary reassignment of a Bureau employee. Otherwise, the employee may be required to expend their accumulated paid leave balances, if any.

SECTION 3 In either of the above limited duty situations the assignment shall be to duties determined solely by the Fire Chief. It is understood by, and between the parties that such assignment may be to any work the employee is qualified to perform notwithstanding that such work may not be considered traditional firefighter work and may not fall within employee's job description. Such work assignment will be a forty hour work week (with either five (5), eight-hour days or four (4), ten-hour days) and may be in any City Department. If the employee is assigned to limited duty within the Fire Department, such employee shall work the hours normally worked by the Bureau to which he is assigned. If an employee is assigned to other City Department or Division duties, the employee may be assigned to eight-hour days.

ARTICLE 42

VOLUNTARY DEMOTIONS

Employees may request to be voluntarily demoted to a lower classification. Such request may be granted at the sole discretion of the Fire Chief. In no event shall any demotion be granted when there is no existing vacancy in the rank to which employee is to be demoted.

ARTICLE 43

TOTALITY OF AGREEMENT

~~In the past, disputes have arisen between the parties regarding alleged verbal agreements made in the past (e.g., Professional Firefighters of Omaha, Local 385, Chester Guinane, Cliff Gruhn and Angelo Terry Randone v. City of Omaha, Doc. 864 No. 33 in the District Court of Douglas County, Nebraska, and No. 88-734 in the Supreme Court of Nebraska). All of those agreements, if they existed, have been incorporated into the written language of this agreement. Both parties agree that this Agreement, along with any relevant memoranda of understandings, general orders from the Fire Chief, and/or Executive Orders from the Mayor, expresses the full and total agreement between the parties.~~

ARTICLE 44

BUREAU POSITIONS

~~The Fire Chief may fill Bureau positions with employees at the ranks of Firefighter or FAE in order to provide an accommodation pursuant to the Americans with Disabilities Act or City Accommodation policies. Additionally, the Chief may fill Bureau positions with ranks of Firefighter or FAE only with the approval of the Union.~~

ARTICLE 4544

MINIMUM-STAFFING

SECTION 1 The City has discretion to establish the overall staffing, daily staffing, and staffing by rank for the Omaha Fire Department. In exercise of such discretion, however, the City shall adhere to any relevant memoranda of understandings, general orders from the Fire Chief (GO FC 2011-06), and/or Executive Orders from the Mayor (S-23-11).

SECTION 2 Any reductions from the prior overall staffing mandates from the previous labor agreement will be by attrition. However, the City may, for reasons of economy or for more efficient administration of resources, layoff employees subject to the following conditions:

The City agrees that the positions filled as of the date of this Agreement will not be subject to lay off for the life of the Agreement assuming that voluntary attrition among the bargaining unit achieves desired staffing levels by August 1, 2011.

SECTION 3 Any reductions in rank from the prior overall rank staffing mandates from the previous labor agreement will be by attrition. However, the City may, for reasons of economy or for more efficient administration of resources, demote employees subject to the following conditions:

The City agrees, however, that it will not demote employees by rank in the event that desired staffing levels are voluntarily achieved by August 1, 2011. The City's ability to demote employees for disciplinary reasons shall be unaffected by this provision.

SECTION 4 The City will guarantee four (4) employees on Pumps and Trucks and two (2) employees on a Medic Unit subject to the following conditions:

The parties agree that the City may operate three (3) person rigs, which shall be considered "out of service," for the following purposes: training, public relations events, and demonstrations. In no event shall a rig that is "out of service" be used to respond to emergency incidents. The parties also agree that for the first two (2) hours of the beginning of a shift, the City may operate a three (3) person rig while determining staffing needs.

SECTION 5 The Union and the City agree to meet monthly to discuss, among other items, the following staffing issues:

- Firefighter and civilian injuries and/or deaths
- Public and firefighter safety
- Run review

- Response times
- ISO ratings concerns
- “Near Misses”

SECTION 6 The City shall have the discretion to staff the Bureau subject to the following conditions:

The City agrees that whenever an employee, as of the effective date of this agreement, leaves or transfers from the Bureau, the City shall have the right to select the qualifications and rank of the employee who shall fill such vacancies.

The City shall consider the least senior employee for assignment to a Bureau position when there are no volunteers for that position or assignment and shall consider the most senior volunteer when there are multiple volunteers for a position/assignment. Such consideration shall not be the sole and exclusive factor in Fire management's decision to make an assignment to the Bureau.

SECTION 7 The City has the discretion to take rigs out of service for economic or budgetary reasons and with full regard for both employee and public safety considerations, including but not limited to NFPA 1710. The City shall attempt to provide adequate notice to the Union as to when such rigs will be taken out of service. The failure to give such notice, however, shall not be considered a violation of this labor agreement.

~~SECTION 1 The City agrees to maintain the following Suppression Units:~~

~~(a) Twenty three (23) Engine Companies (Engine 33 as tech level)~~

~~(b) Ten (10) Aerial Companies (or 9 Aerial Companies and 1 additional dedicated Special Ops team named Heavy Rescue No. 2 as outlined in “d” below) and Rescue No. 32. If aerial companies are reduced to nine (9) and heavy rescue No. 2 is added, personnel from the existing aerial company, and the backup engine company, shall be granted special ops training prior to allowing other sworn personnel to bid on these new positions and employees shall earn Special Ops specialty pay.~~

~~(c) Thirteen (13) Advance Life Support Medic Units. The Union and the Fire Chief can mutually agree to reallocate personnel for an additional Advance Life Support Medic Unit when there is sufficient personnel.~~

~~(d) One (1) dedicated Special Ops team, named Heavy Rescue No. 1 which shall also do high angle rescue and confined space entry.~~

~~The City agrees to maintain, at a minimum, the following complement of Suppression employees:~~

- ~~i. Three (3) Paramedic EMS Shift Supervisors with one (1) Paramedic EMS Shift Supervisor assigned to each shift.~~
- ~~ii. Twenty one (21) Battalion Chiefs with seven (7) Battalion Chiefs assigned to each shift.~~
- ~~iii. One hundred fifty (150) Captains with fifty (50) Captains assigned to each shift.~~
- ~~iv. One hundred five (105) FAEs with thirty five (35) FAEs assigned to each shift.~~
- ~~v. Three hundred fifteen (315) Firefighters assigned to Suppression duties with one hundred five (105) Firefighters assigned to each shift. In the 2004 payroll year, this will be increased to three hundred thirty (330) Firefighters assigned to Suppression duties with one hundred ten (110) Firefighters assigned to each shift. In the 2006 payroll year, this will be increased to three hundred thirty three (333) Firefighters assigned to Suppression duties with one hundred eleven (111) Firefighters assigned to each shift. In the 2007 payroll year, this will be increased to three hundred thirty six (336) Three hundred thirty six (336) Firefighters assigned to Suppression duties with one hundred twelve (112) Firefighters assigned to each shift. In September of 2010 based on completion of Elkhorn Suburban Fire Districts Fire Station at 202nd & Atlas the number of Firefighters will increase to three hundred forty five (345) Firefighters assigned to Suppression duties with one hundred twelve (112) Firefighters assigned to each shift.~~

~~SECTION 2 — The minimum number of personnel assigned to each of the following apparatus and the Bureaus is as follows:~~

~~Engine Companies: Captain or acting Captain, FAE or acting FAE and two (2) Firefighters; a total of four (4) employees.~~

~~Aerial Companies: Captain or acting Captain, FAE or acting FAE and two (2) Firefighters; a total of four (4) employees.~~

~~ALS Medic Units: Captain or acting Captain and Firefighter; a total of two (2) employees. Employees assigned (permanently or temporarily) to ALS Medic Units shall be state certified paramedics. Employees need not be so trained under the following circumstances: (1) Captains promoted pursuant to~~

~~Article 35, Section 4, 2nd Step, (2) Firefighter, FAE, or Captain who voluntarily goes through the paramedic training; or (3) The Fire Department is currently involved in a process to ensure that the Department has two hundred (200) certified paramedics on the force. Until such time, when there is not enough personnel trained as state certified paramedics, the medic unit will be allowed to run with one (1) paramedic.~~

~~Rescue No. 32: Captain or acting Captain, FAE or acting FAE; a total of two (2) employees. Employees assigned (permanently or temporarily) to Rescue No. 32 shall be certified in the repair of SCBA.~~

~~Haz Mat (Rescue 1 and Engine 33): Captain or acting Captain, FAE or acting FAE and two (2) Firefighters (all trained to the Haz Mat Tech level); a total of four (4) employees.~~

~~Bureau Positions: Six (6) Battalion Chiefs, twenty five (25) Captains, one (1) Drill Master, two (2) Assistant Fire Marshals, one (1) FAE and two (2) Firefighters. A minimum of thirty-seven (37) employees are assigned to the Bureau.~~

~~Beginning the start of payroll year 2006, three (3) additional Captains (one (1) Captain for Special Ops/Local Emergency Planning Commission, one (1) Captain for Recruiting and Coordination, and one (1) Captain in Training), one additional (1) FAEs, and one (1) additional Firefighter will be added to the Bureau positions to make a minimum of forty two (42) employees assigned to the Bureau.~~

~~Bureau positions will consist of the following:~~

- ~~•Fire Investigations: one (1) Battalion Chief and six (6) Captains;~~
- ~~•Training: one (1) Battalion Chief, one (1) Drill Master, four (4) Captains, and one (1) FAE; beginning January 1, 2006, one (1) Battalion Chief, one (1) Drill Master, five (5) Captains, two (2) FAEs, one (1) Firefighter.~~
- ~~•Fire Prevention and Public Education: one (1) Battalion Chief, two (2) Assistant Fire Marshals, eight (8) Captains, and (1) Firefighter;~~
- ~~•Technical Services: one (1) Battalion Chief, two (2) Captains, and one (1) Firefighter;~~

- ~~EMS & Special Operations: one (1) Battalion Chief and three (3) Captains;~~
- ~~Research, Development & Safety: one (1) Battalion Chief and one (1) Captain;~~
- ~~One (1) Captain assigned to Internal Affairs and Background Checks;~~
- ~~At the beginning of payroll year 2006, one (1) Captain for Special Ops/Local Emergency Planning Commission and one (1) Captain for Background Investigations and Recruiting Coordinator.~~

~~SECTION 3 The Union and the City must agree to any exception to Minimum Staffing requirements contained herein.~~

ARTICLE 4645

CALL-BACK

SECTION 1

~~The City shall call back from the list of employees who have voluntarily agreed to work trade time with the City to comply with the minimum staffing requirements of Article 45. With the exception to calling back such trade time volunteers, the City will be under no obligation for the below minimum staffing requirements as long as the total staffing levels meet or exceed 631 sworn personnel, not including management positions or recruits in training (646 sworn personnel, not including management or recruits in training, after December 22, 2003; 654 sworn personnel, not including management or recruits in training, after January 1, 2006; 657 sworn personnel, not including management or recruits in training, after December 31, 2006).~~

~~Staffing will be adjusted to comply with the minimum staffing requirements of Article 45 at the beginning of each shift (0700 hours/7 A.M.) and again at 5:30 P.M./1730 hours. The City shall have no obligation to bring the staff up to minimum staffing requirements except at _____ these _____ times.~~

For purposes of call back, the City shall utilize a list of employees who have indicated that they wish to be called back for additional work. The Fire Department will provide a form for employees to complete in order to be placed on the quarterly call-back list. It is understood that, if any call back is necessary, the City will select employees in the following manner:

1. From the list of employees who have agreed to work call back and be paid in compensatory time pursuant to Article 17, Section 10B;
2. From lists contained in the "call-back binders" – these lists have the names of the employees who have volunteered to be called back on a rotating basis for compensation.

Should the City decide that it needs to call back an employee, such call backs shall be done at the beginning of each shift (0700 hours/7 A.M.) and again at 5:30 P.M./1730 hours.

If an employee chooses to place his or her name on such call back list and then is unavailable for call back three consecutive times during any given quarter (exception as listed in Admin. 4-0 and in the maintained Refusal Exceptions), such employee shall not be eligible for call back for the remainder of the current quarter.

Should the Fire Department institute a computer staffing program that would allow for automated staffing, the parties agree to meet and discuss any needed changes to the above call back procedures.

~~SECTION 2 — In order to comply with the minimum staffing requirements of Article 45, the City may utilize employees on the shift (rovers). Additionally the City may utilize employees from another shift (Article 35). If it is necessary for the City to "call back" employees in order to comply with the minimum staffing requirements of Article 45, then employees shall be called back from a list of employees who have indicated that they wish to be called back for additional work to comply with the minimum staffing article. The Fire Department will provide a form for employees to complete in order to be placed on the quarterly call back list. It is understood that, if any call back is necessary, the City will select employees in the following manner:~~

- ~~1. From the list of employees who have voluntarily agreed to work trade time with the City.~~
- ~~2. From the list of employees who have agreed to work call back and be paid in special "time off" pursuant to Article 17, Section 10B;~~
- ~~3. From the FLSA list provided by timekeeping (employees not eligible for FLSA overtime pay);~~
- ~~4. From cards contained in the "call back box" — these cards have the names of the employees who have volunteered to be called back on a rotating basis for compensation.~~

~~If an employee chooses to place his or her name on such call back list and then is unavailable for call back three consecutive times during any given quarter (exception as listed in Admin. 4.0 and in the maintained Refusal Exceptions), such employee shall not be eligible for call back for the remainder of the current quarter.~~

~~It is understood by, and between, the parties that the City's obligation to staff the rigs pursuant to the minimum staffing requirements listed above shall be limited to its ability to call back employees who have volunteered for call back pursuant to the above. The City will be in compliance with the minimum staffing requirements if it attempts to call back every person on such call back list and is unable to get a sufficient number of employees to come back to fulfill that obligation.~~

~~In lieu of "calling back" employees, the City may utilize non-suppression employees to fill suppression jobs on a temporary basis to~~

~~comply with these minimum staffing obligations, if mutually agreed upon by the City and the Union.~~

SECTION 3~~2~~ Probationary firefighters shall be exempt from voluntary call-back during their probationary period.

SECTION 4 ~~As long as the requisite number of employees for Bureau positions outlined in Article 45, Section 2, is maintained, the City will not be required to call back for Bureau positions. No call back shall be required for any vacancy in any Bureau while the City is compiling with the requirements of Article 45.~~

SECTION 5 ~~With regard to the 23 engines and 10 aerials, should any of these companies fall below a four (4) person complement, or in the case of Rescue 32, a two (2) person complement, at shift change, the City shall take, at its sole discretion in compliance with Section 2 above, whatever steps necessary to assure that each company is staffed with four (4) employees, and with Rescue 32, two (2) employees.~~

SECTION 6 ~~With regard to the thirteen (13) Advanced Life Support Units, should any of these companies fall below a two (2) person complement, at shift change, the City shall take, at its sole discretion in compliance with Section 2 above, whatever steps necessary to assure that these units are staffed with two (2) employees.~~

SECTION 7 ~~With regard to the dedicated Special Ops Unit (Heavy Rescue 1 and 2) and Engine 33 (and backup engine for Rescue 2), should these units fall below a four (4) person complement, at shift change, the City shall take, at its sole discretion in compliance with Section 2 above, whatever steps necessary to assure that these units are staffed with four (4) special ops certified tech level employees.~~

ARTICLE 4746

RANDOM DRUG TESTING

All sworn employees of the Omaha Fire Department shall be required to take drug tests, on a random basis pursuant to the below listed policy.

Omaha Fire Department sworn employees, for the purposes of random drug testing, shall be divided into three groups:

Group "A"

- the Chief and all Assistant Chiefs
- members of the ~~Haz-Mat~~ Special Ops team
- members of the Arson Bureau
- probationary Firefighters

Group "B"

- all Fire Suppression employees

Group "C"

- all other sworn Fire employees

Every February 1st and July 1st the Fire Chief shall provide to the ~~Personnel~~ Human Resources Director of the City of Omaha a list of sworn Fire Department personnel grouped "A", "B", and "C" as above. Such list shall be by serial number and the name of each employee shall not be noted. Such list shall note the date any probationary employee (by serial number) is scheduled to become a regular sworn firefighter. The ~~Personnel~~ Human Resources Director, at any time may direct all members of Group "A" to take a drug test within 48 hours of notification. It is the general intent and desire of the City to test Group "A" personnel approximately twice a year. However, tests may be ordered at any time, and the cumulative effect of such orders may be more or less than twice a year average.

The ~~Personnel~~ Human Resources Director, at any time may direct the Fire Chief to order one half of Group "C" members to take a drug test within 48 hours of notification. It is the general intent and desire of the City to test Group "C" sworn personnel twice a year. However, tests may be ordered at any time, and the cumulative effect of such orders may be more or less than twice a year average.

Group "B" sworn personnel shall be randomly tested for drugs and/or alcohol according to the following procedure:

1. The Fire Chief shall provide to the ~~Personnel~~ Human Resources Director a current listing on the 1st day of January 1994, of each station and the number of shifts staffing that station. The Chief shall promptly report to the ~~Personnel~~ Human Resources Director any changes in either the number or location of a station or the hours or number of shifts staffing that station.

2. No more than four times in any calendar year the ~~Personnel~~Human Resources Director may order random drug testing by station and shift. At each testing occurrence approximately one fourth of the stations and shifts may be tested. Such testing for Group "B" sworn personnel shall take place at the station during work hours. All sworn personnel on duty at a given station when the drug testing personnel appear shall be subject to such testing.

All drug tests ordered pursuant to the above random testing policy shall be performed in accordance with the mandates of the currently existing City of Omaha Drug/Alcohol policy. In selecting Group "B" and "C" personnel for testing, the ~~Personnel~~Human Resources Director shall utilize a probability sampling technique called "simple random selection with replacement." A computer generated random file shall be used.

The purpose is to insure that each member of Group "B" or "C" has a similar probability of being selected if the drug test is ordered.

Any notification of an employee of the results of any test given pursuant to Random Drug Test Policy or the City's for-cause test policy shall be either: 1) personally delivered; or 2) delivered by certified mail or bonded courier.

Further, it is understood by and between the parties that the City shall use the facility designated pursuant to the City policy. This facility has, in its agreement with the City (which agreement the Union has reviewed and is familiar with), agreed to certain minimum standards for privacy and lab integrity. The City agrees that those minimum standards shall be at all times maintained.

Further, it is agreed that should an employee test impaired for alcohol pursuant to any City policy, that employee need not necessarily be terminated, but shall be disciplined pursuant to the provision of the City's Policy on Drugs/Alcohol. This could include termination, but termination is not the only option.

Group "A" and "B" sworn personnel on sick leave or IOD status shall be directed to take the drug test if their serial number is selected. However, in so doing, the Fire Chief shall give special consideration to the particular illness/injury of the employee. A competent physician shall decide any questions as to whether or not the employee is medically able to submit to such testing. Verifiable phone communication from such physician can be the basis for the City declining to order the officer to appear.

Sworn Fire Personnel on pre-approved annual leave will not be ordered to submit to drug testing while on such leave. When such officer returns from leave, he shall be ordered to take the drug test, pursuant to the above policy.

Whenever possible, random drug testing shall be ordered during an sworn Fire personnel's regularly scheduled work hours.

ARTICLE 48~~FIREFIGHTER STEP PROGRESSION AND MINIMUM STAFFING OBLIGATION~~

~~The City employs the following sworn firefighter personnel:~~

Payroll Year	Employed Sworn Firefighter Personnel	Employed Suppression Employees	Suppression Employees On Each Shift	Employed Bureau Employees (Not Including Fire Management)
2003	631	594	198	37
2004	646	609	203	37
2005	646	609	203	37
2006	654	612	204	42
2007	657	615	205	42

~~In order to run a shift on a daily basis in 2003, 171 employees are needed, which does not include the Assistant Chief. This means that each shift is staffed with 27 sworn employees who are needed, on a daily basis, to fill in for vacancies of the regular 171 because of reasons of leave — sick, annual, funeral, training, IOD, etc. It is the general intent of the agreement recited below that these 81 employees, or 27 employees per shift, shall be available to fill in for vacancies. The purpose of this change is to give the City an additional way to ensure the minimum staffing that has been agreed to previously.~~

~~Accordingly, the City will be under no obligation for the minimum staffing call back requirements set forth in Article 46 during 2003 at any time that total staffing levels meet or exceed 631 sworn personnel, not including management positions.~~

~~At the beginning of the 2004 payroll year, the City will be under no obligation for the minimum staffing call back requirements set forth in Article 46 at any time that total staffing levels meet or exceed 646 sworn personnel, not including management positions.~~

~~At the beginning of the 2006 payroll year, the City will be under no obligation for the minimum staffing call back requirements set forth in Article 46 at any time that total staffing levels meet or exceed 654 sworn personnel, not including management positions.~~

~~At the beginning of the 2007 payroll year, the City will be under no obligation for the minimum staffing call back requirements set forth in Article 46 at any time that total~~

~~staffing levels meet or exceed 657 sworn personnel, not including management positions.~~

~~Elsewhere in this contract, the entire pay scale for the rank of firefighter is set forth. The following explains that pay scale:~~

~~2.The pay scale has three (3) steps for firefighter. An employee upon hiring shall begin at the “Probationary Firefighter” step and remain there for a period of one (1) calendar year. Should an employee not satisfactorily meet the requirements of this entry level firefighter position during the probationary period, he or she may have their probationary period extended for an additional six (6) months and the pay increase likewise postponed.~~

~~3.At the end of one (1) calendar year of sworn service with the Fire Department, an employee shall move to the second pay step (“Firefighter”). He/She shall remain at this second step for a minimum of eighteen (18) months. Thereafter, movement from this “Firefighter” step to the next step (“Senior Firefighter”) shall be based on number three below.~~

~~4.An employee, hired during or after the 2002 payroll year, at the pay step “Firefighter” (who has been at the pay step for a minimum of eighteen (18) months) shall move to the pay step of “Senior Firefighter” when there are 81 persons in the rank of Firefighter with less seniority than he/she has. For any employee hired during either the 2004 or 2005 payroll year, when such employee reaches the pay step “Firefighter” (having been at the pay step for a minimum of eighteen (18) months), this employee shall then move to the pay step of “Senior Firefighter” when there are 96 persons in the rank of Firefighter with less seniority than he/she has. For any employee hired during the 2006 payroll year, when such employee reaches the pay step “Firefighter” (having been at the pay step for a minimum of eighteen (18) months), this employee shall then move to the pay step of “Senior Firefighter” when there are 104 persons in the rank of Firefighter with less seniority than he/she has. For any employee hired during the 2007 payroll year, when such employee reaches the pay step “Firefighter” (having been at the pay step for a minimum of eighteen (18) months), this employee shall then move to the pay step of “Senior Firefighter” when there are 107 persons in the rank of Firefighter with less seniority than he/she has.~~

~~The City will immediately, upon execution of this agreement, take reasonable steps necessary to bring the staffing levels for the Fire Department up to or exceeding the following numbers for sworn personnel (not including management) during the stated payroll years:~~

Payroll Year	Employed Sworn Firefighter Personnel (i.e. Staffing Goal)	All Other Ranks Other Than Probationary or Firefighter	Employed Probationary or Firefighters
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Payroll Year	Employed Sworn Firefighter Personnel (i.e. Staffing Goal)	All Other Ranks Other Than Probationary or Firefighter	Employed Probationary or Firefighters
2003	634	550	81
2004	646	550	96
2005	646	550	96
2006	654	550	104
2007	657	550	107

~~As current fire sworn employees leave city service, the goal is to create a workforce of the above number employees in the pay classification of "Senior Firefighter" or above, and the above number of Firefighters in the pay classification of either "Probationary Firefighter" or "Firefighter".~~

~~When an employee is hired as a "Probationary Firefighter", he/she shall be assigned an identification number (ID number) based upon his/her order of hire. When the eventual staffing goal is reached, as an opening for a "Senior Firefighter" becomes available, the highest ranked "Firefighter" will be moved into the "Senior Firefighter" pay scale.~~

~~It is understood that all Firefighters will be selected for hire by the normal testing/hiring procedures and must undergo regular training. They shall not be certified into the pay scale as a "Firefighter" until they have completed all required training and their probationary requirements. Upon the passage of this contract, all new job postings (other than promotional) shall contain the above information regarding how an employee progresses through the pay scale to become a "Senior Firefighter." All Firefighters, regardless of their step on the pay scale, shall receive the benefits outlined in this agreement.~~

ARTICLE 4947

SPECIALTY PAY

SECTION 1 It is understood, by and between the parties, that training to become a licensed paramedic, is given yearly to allow employees to advance their career by becoming paramedics and thus qualifying for additional paramedic specialty pay. Employees will be allowed to volunteer to take these classes

The Training Bureau or contracted outside agency shall be allowed to schedule paramedic training classes in accordance with a 56 hour work week schedule. Employees may volunteer for these classes and if an employee passes the entrance exam, he/she will be selected on a seniority basis. If an employee is so selected, he/she will attend without any fee or tuition being charged. An employee may attend any classes during his/her normal duty shift without loss of compensation. Any regular classroom training that the employee attends on his/her off-duty time is not considered hours worked and, therefore, non-compensable. It is understood that any training mandated by the course, other than regular classroom training, shall be during the employee's normal duty shift. Any recertification training shall be considered hours worked and compensable.

It is understood that on a yearly basis training will be offered for special operation modules.

Fire management may transfer employees selected to attend the paramedic class to another shift. This will be done only to divide the applicants evenly over the three (3) work shifts.

The Fire Department agrees to train no less than twenty-four (24) sworn personnel to become paramedics on an annual basis in 2011 and 2012. In 2013, the City and the Union agree to meet and confer on the size of the paramedic training class based upon the formula used in 2011 and 2012 and based on the department's needs.

SECTION 2 PARAMEDIC PAY: For any employee with their EMT-P license, if such employee is assigned to a Medic Unit, or the EMS, Safety, or Training Bureaus, such employee will receive 10% of their respective bi weekly salary.

For any employee with their EMT-P license, if such employee is not assigned to a Medic Unit, or the EMS, Safety, or Training Bureaus, such employee will receive 7% of their respective bi weekly salary.

When only one (1) paramedic is actually working on a medic unit

training a student, that paramedic will receive all specialty pay applicable to both seats on the medic unit, i.e., 20% of their respective bi weekly salary.

For the purposes of the language above, employees shall be considered to be "Nebraska state certified paramedics" when they receive actual notice that they have passed all required examinations to be so certified. Official notification from the state agency is not required to be considered "certified".

SECTION 3 SPECIAL OPERATIONS: Special Operations Technicians, as designated by the City, shall receive 4% of their respective bi weekly salary, while assigned to and working on designated heavy rescue apparatus and their backups (Rescue 33, Engine 33, Engine 5, Engine 60/Resuce 60).

Special Operations Technicians, as designated by the City, shall receive 2% of their respective bi weekly salary if they are neither assigned to nor working on designated heavy rescue apparatus and their backups. It is understood that should the Special Operations modules be modified or increased, such employees previously receiving the Special Operations pay shall retain such pay after the module change and the employees will have the opportunity to train for such module.

All training to become a Special Operations Technician, pursuant to the language below, shall be pre-approved by the Fire Chief or his/her designee. The Chief will consider all relevant factors, including job seniority, in determining which employees to place in Special Ops training.

Any employee at any rank who successfully completes all required modules as determined by management for Special Operations training shall become a Special Operations Technician. An employee will be considered to have successfully completed all such modules, pursuant to the above, when he/she provides to the Fire Chief or his/her designee, evidence that the employee has successfully completed all training (actual formal certification is not required). Additionally, in order to continue certification as a Special Operations Technician, employees must continue participating in the Special Operation modules.

SECTION 5 "Assigned specialty pay" will be paid to the employee who is actually working the apparatus that requires the specialty certification. This is the "money follows the seat" rule. For example, a paramedic who is assigned to a truck company who is detached or temporarily transferred to a medic unit will receive the "assigned paramedic"

premium pay for all hours worked on the medic unit to which he or she has been detached or temporarily assigned. This rule shall apply whenever a position on an apparatus requiring specialty certification is filled by an employee not otherwise permanently assigned to that position pursuant to the bid system is not actually working that position.

Specialty pay will always be the sole entitlement to the employee who actually works each shift on the apparatus, i.e. Special Operations or medic unit. However, the following exceptions shall apply:

1. Trade Time: If an employee (Employee A) assigned and receiving a specialty pay enters into a Trade Time agreement with another employee (Employee B), Employee A shall retain their assigned specialty pay and vice versa for Employee B when the trade time is paid back.
2. IOD: An employee on IOD status shall retain their assigned specialty pay. Any employee filling for an employee on IOD status shall receive any applicable specialty pay for that position.
3. Training: Employees detached duty for training purposes shall retain their assigned specialty pay. Any employee filling in for that situation will not receive the assigned specialty pay.
4. Overtime: Any employee working overtime shall retain their assigned specialty pay. Any employee beginning their shift shall also be paid their assigned specialty pay even if the previous shift's employees are being held over for overtime purposes.

SECTION 6 BUREAU: All employees that are permanently assigned or detached duty to a 40 hour work week in a Bureau shall receive \$200.00 per month or \$92.31 per pay period. It is understood that employees assigned to a 40-hour workweek shall receive either their assigned or unassigned specialty pay, depending on the requirements of their position, regardless of their Bureau specialty pay.

SECTION 7 RESCUE 51: Any employee that is permanently assigned to Rescue 51 shall receive \$200.00 per month or \$92.31 per pay period.

SECTION 8 Any employee who receives specialty pay pursuant to any of the above categories who is receiving such specialty pay in a stand-by position (i.e. the employee is not permanently assigned to such position), shall be required to affirm on an annual basis, that he/she agrees to be available to perform such duties pursuant to Article 35. The employee shall certify in writing that if he/she refuses to perform such duties within the payroll year, then this employee will repay to the City all specialty pay earned in that payroll year and the employee shall not receive specialty pay in the future.

~~SECTION 9 — Employees assigned to Suppression duties shall receive specialty pay for all positions for which they are qualified. However, new hire probationary firefighters shall not be entitled to any specialty pay until the beginning of the ninth (9th) payroll period.~~

~~SECTION 1 — Effective May 1, 1995, the rank of Fire Medic II and Fire Medic IV shall be eliminated and those holding that rank shall be assimilated into the rank of Firefighter and Fire Captain if the affected employee has previously been promoted to the rank of Captain. For those employees presently holding the FMIV positions who have not made Captain, the parties agree that such employees can stay on the squad at Captain's pay plus paramedic pay for as long as such employee shall choose. Such employees will be counted into Captain's minimum manning numbers as set forth in the Minimum Manning provisions of this agreement and these employees will have the option to continue testing for the Captain's promotional rank.~~

~~SECTION 2 — If there is a Captain's vacancy on a medical unit, employees on such promotional list shall, in rank order, be given the opportunity to take paramedic training and, in the meantime, shall fill the position of the Captain's vacancy on such medic unit on a provisional basis contingent upon successfully completing paramedic training and testing. Beginning in 2000 in order to be a Captain in charge of an ALS Unit an employee must have successfully completed certification to the paramedic level or be a certified EMT I in paramedic training appointed provisionally pursuant to the above.~~

~~SECTION 3 — It is understood, by and between the parties, that training to become a licensed paramedic, is given yearly (beginning in January and completed in a 12-month period) by the Omaha Fire Department in order to allow employees to advance their career by becoming paramedics and thus qualifying for additional pay pursuant to Article 49, Section 7. Employees will be allowed to volunteer to take these classes and, additionally, the classes will be offered to non-sworn employees on a fee basis.~~

~~The Training Bureau shall be allowed to schedule paramedic training classes like the FPT Program at UNO (i.e. the same training module is given twice a week and students may attend either session). Employees may volunteer for these classes and if an employee passes the entrance exam, he/she will be selected on a seniority basis. Fire Management and the Union shall mutually agree upon admission standards. If an employee is so selected, he/she will attend without any fee or tuition being charged. An employee may attend any classes during his/her normal duty shift without loss of compensation. Any regular classroom training that the employee attends on his/her off-~~

~~duty time are not hours worked and are, therefore, non-compensable. It is understood that any training mandated by the course, other than regular classroom training, shall be during the employee's normal duty shift. Any recertification training shall be considered hours worked and compensable.~~

~~Fire management may transfer employees selected to attend the paramedic class to another shift. This will be done only to divide the applicants evenly over the three (3) work shifts.~~

~~SECTION 4 — Effective May 1, 1995, the City shall pay \$200.00 per month to any certified paramedic actually performing paramedic duties whether on a squad or as a part of another company.~~

~~SECTION 5 — Effective May 1, 1995, E.M.T.I.'s shall receive \$50.00 per month.~~

~~SECTION 6 — Any employee assigned permanently to drive a Medic Unit, shall receive pay equal to an F.A.E. Employees assigned on a temporary basis shall receive pay pursuant to Article 28 "Working Out of Class."~~

~~SECTION 7 — Effective on December 22, 2002, the following specialty pay shall be applicable as indicated in Sections 8 through 16. For paramedics:~~

~~1. Any Nebraska state certified paramedic permanently assigned to a Medic Unit shall be paid \$400.00 per month or \$184.62 per pay period. If such employee is the only paramedic permanently assigned to the Medic Unit, he/she shall receive an additional \$200.00 per month or \$92.31 per pay period. Effective January 1, 2004, if any Nebraska state certified paramedic not permanently assigned to a Medic Unit works on a Medic Unit for more than two (2) full duty shifts, he/she will receive \$20.00 per shift beginning on the 3rd consecutive full duty shift.~~

~~2. Any Nebraska state certified paramedic permanently assigned to Operations, other than a Medic Unit, below the rank of Battalion Chief shall be paid \$200.00 per month or \$92.31 per pay period.~~

~~3. Any Nebraska state certified paramedic permanently assigned to the EMS, Safety, or Training Bureau, below the rank of Battalion Chief, shall be paid \$400.00 per month or \$184.62 per pay period.~~

~~By January 1, 2004, all Nebraska state certified paramedics permanently assigned to Med Units, Engines, or Aerials shall be utilized as Field Supervisors.~~

~~For the purposes of the language above in Section 7, employees shall be considered to be "Nebraska state certified paramedics" when they receive actual notice that they have passed all required examinations to be so certified. Official notification from the state agency is not required to be considered "certified" for purposes of Section 7.~~

~~SECTION 8 Effective on December 22, 2002, the following specialty pay shall be applicable as indicated for Special Operations:~~

- ~~1. All training to become a Special Operations Technician, pursuant to the language in paragraph #2 below, shall be pre-approved by the Fire Chief or his/her designee. The Chief will consider all relevant factors, including job seniority, in determining which employees to place in Special Ops training.~~

~~Any employee at any rank who successfully completes all required modules for Special Operations training (Haz Mat module; high angle and confined space rescue training module; trench rescue training module; and specialized RIT training module) shall become a Special Operations Technician. An employee will be considered to have successfully completed all such modules, pursuant to the above, when he/she provides to the Fire Chief or his/her designee, evidence that the employee has successfully completed all training (actual formal certification is not required). Additionally, in order to continue certification as a Special Operations Technician, employees must continue participating in these aforementioned specialized modules. Special Operations Technicians permanently assigned to Heavy Rescue 1, 2, Engine 33, or backup to Rescue 2, shall be paid \$400.00 per month or \$184.62 per pay period.~~

- ~~2. Any Special Operations Technician, as defined above, permanently assigned to any other Suppression unit, other than Rescue 1, 2, Engine 33, or backup to Rescue 2, shall be paid \$100.00 per month or \$46.15 per pay period.~~

- ~~3. Currently there exists a list of a minimum of sixty-three (63) employees who have one or more of the required training modules to be a Special Operations Technician; or are actually certified Special Operations Technicians but have not been permanently assigned as in #1 and #2 above. The City agrees, should it be necessary, to have an employee fill in as a Special Operations Technician, such employee shall be selected from this list. Additionally, as training in these~~

~~modules is offered by the Fire Department, the individuals who lack one or more certifications in such modules shall be offered such training opportunities. If such employee denies these offered training opportunities, or fail such training, they shall be removed from such list.~~

~~4.Beginning January 1, 2004, Special Ops will consist of the following minimum personnel per shift: one (1) Battalion Chief, four (4) Captains, four (4) FAEs and twelve (12) Firefighters. Should Rescue 2 (and/or its backup) be placed into service, Special Ops will consist of the following minimum personnel per shift: six (6) Captains, six (6) FAEs, and sixteen (16) Firefighters. These personnel shall be designated by seniority in rank.~~

~~5.Fire administration will classify all employees who have Special Ops qualifications as Level 1 or Level 2. Level 1 personnel is limited to 63 employees, as outlined in #4 above. Level 2 consist of those employees who are not in the pool of 63, but have Special Ops qualifications. These employees will constitute the ready and available pool which shall replace Level 1 employees as they leave the program. Level 2 employees will be paid specialty pay only if they are used in a Special Ops capacity, and will be paid that pay only for any two pay periods in that month in which they actually perform Special Ops duties.~~

~~6.Any employees who are undergoing training to be Level 1 shall have such training done on duty; any employees who are undergoing training to be Level 2 shall have such training done either on or off duty. The Fire Department shall offer Level 2 training, at a minimum, once every year.~~

~~SECTION 9 — Effective on December 22, 2002, any employee who is a Nebraska state certified law enforcement officer and has been previously been assigned to the Fire Investigation Bureau or the Administrative Services Bureau Internal Affairs, but is assigned to a position other than those just listed shall receive \$100.00 per month or \$46.15 per pay period.~~

~~SECTION 10 — Beginning December 21, 2003 (the beginning of the 2004 payroll year), certified E.M.T. I's shall be given the opportunity to take paramedic training. E.M.T. I's shall continue to receive their \$50.00 per month specialty pay as long as they are taking or have volunteered to take paramedic training. If an E.M.T. I does not volunteer or complete paramedic training, they will no longer receive the \$50.00 per month~~

~~specialty pay. Fire Management will be responsible for notifying the Finance Department of the status of each individual employee.~~

~~SECTION 11 — Effective on December 22, 2002, all employees, not mentioned in the above Sections 7 to 10, that are permanently assigned to a 40-hour work week in a Bureau shall receive \$200.00 per month or \$92.31 per pay period. It is understood that employees assigned to a 40-hour workweek, will receive a maximum of \$200.00 per month or \$92.31 per pay period, for specialty pay as defined in Section 7, #3. Effective the beginning of payroll year 2004, any Suppression employee detached to the Bureau will receive his/her \$200.00 Bureau specialty pay.~~

~~SECTION 12 — Effective on December 22, 2002, any employee that is permanently assigned to Rescue No. 32 shall receive \$200.00 per month or \$92.31 per pay period.~~

~~SECTION 13 — Effective on December 22, 2002, any employee who receives specialty pay pursuant to any of the above categories who is receiving such specialty pay in a stand by position (i.e. the employee is not permanently assigned to such position), shall be required to affirm on an annual basis, that he/she agrees to be available to perform such duties pursuant to Article 35. The employee shall certify in writing that if he/she refuses to perform such duties within the payroll year, then this employee will repay to the City all specialty pay earned in that payroll year and the employee shall not receive specialty pay in the future.~~

~~SECTION 14 — Effective on December 22, 2002, employees assigned to Suppression duties shall receive specialty pay for all positions for which they are qualified, except for Battalion Chiefs, who shall not receive paramedic specialty pay. However, new hire probationary firefighters shall not be entitled to any specialty pay until the beginning of the ninth (9th) payroll period.~~

~~SECTION 15 — Effective on December 22, 2002, if an employee is receiving specialty pay and is detached duty to another assignment, he/she shall continue to receive the specialty pay from their permanently assigned position.~~

ARTICLE ~~504~~8

PERFORMANCE APPRAISALS

The City has initiated a system of performance appraisals for employees in the Fire Department. Such performance appraisals shall include the following:

1. Such performance appraisals may be used for promotions or disciplines only to the extent that the latest two appraisals are used.
2. Such performance appraisals will only include rankings of 1 to 5 (from Poor to Excellent)
3. If an employee is unsatisfied with his/her performance appraisal, he/she may request a review of such performance appraisals from the Fire Chief and the ~~Personnel~~Human Resources Director.

ARTICLE ~~514~~9

DURATION OF AGREEMENT

This Agreement shall be and shall remain in full force until ~~December 29, 2007~~December 21, 2013, and thereafter for successive periods of like duration, unless one of the parties hereto on or before February 1, ~~2007~~2013, or February 1 of any succeeding year, shall notify the other party hereto in writing of its desires to modify the same, or any part thereof. If such notification is given, such negotiations will begin no later than thirty (30) days after notification was received.

IN WITNESS WHEREOF, the parties hereto have set their hands on this _____ day of _____, 20_____.

Professional Firefighters
Association of Omaha, Local No. 385,
affiliated with International
Association of Firefighters,

AFL-CIO-CLC

City of Omaha

By: _____
~~Mike Fahey~~Jim Suttle, Mayor

By: _____
~~Mike McDonnell~~Steve LeClair
President and Chairman of
Negotiating Committee

Approved as to Form:

Attest:

Deputy City Attorney Date

City Clerk of the City of Omaha

~~ARTICLE 52~~~~SPECIAL 2004 PROVISIONS~~

~~The following are provisions contained in this contract which were the result of special negotiations for the year 2004:~~

~~1. This labor agreement provides in Article 49, Section 3, as follows:~~

~~It is understood, by and between the parties, that training to become a licensed paramedic, is given yearly (beginning in January and completed in a 12-month period) by the Omaha Fire Department in order to allow employees to advance their career by becoming paramedics and thus qualifying for additional pay pursuant to Article 49, Section 7. Employees will be allowed to volunteer to take these classes and, additionally, the classes will be offered to non-sworn employees on a fee basis.~~

~~The Training Bureau shall be allowed to schedule paramedic training classes like the FPT Program at UNO (i.e. the same training module is given twice a week and students may attend either session). Employees may volunteer for these classes and if an employee passes the entrance exam, he/she will be selected on a seniority basis. Fire Management and the Union shall mutually agree upon admission standards. If an employee is so selected, he/she will attend without any fee or tuition being charged. An employee may attend any classes during his/her normal duty shift without loss of compensation. Any regular classroom training that the employee attends on his/her off-duty time are not hours worked and are, therefore, non compensable. It is understood that any training mandated by the course, other than regular classroom training, shall be during the employee's normal duty shift. Any recertification training shall be considered hours worked and compensable.~~

~~2. This labor agreement provides for payoff at retirement for sick leave in Article 16, Section 17, as follows:~~

~~RETIREMENT - SICK LEAVE: An employee who resigns or is separated from the City service shall be paid his accumulated sick leave on the basis of one hour paid for every one (1) hour accumulated up to a maximum of 1,200 hours for Suppression employees and 800 hours for Bureau employees. Such payment is to be based on the member's hourly rate of pay at the time of retirement. From and after December 19, 2004, an employee who resigns or separates from City service shall be paid his/her accumulated sick leave as follows: one for one (1 for 1) for every hour below 1,200 hours and one for eight (1 for 8) in excess of 1,200 hours (from and after January 1, 2006: 1 for 6; from and after December 31, 2006: 3 for 4). The above reference sick leave payout will be made within fourteen (14) months of the date the employee retires.~~

~~In cases where the employee has been guilty of fraud or other activities resulting in monetary loss to the City, or where the employee has failed to give the required ninety day (90) notice to the Fire Chief of his/her retirement, the employee shall not be paid his/her accumulated sick leave. The above referenced ninety (90) day notice must be given to the Fire Chief by an electronic OFD 25 form, and the Chief may waive this notice requirement. In addition to the above, any employee who resigns or separates from City service in payroll year 2004 shall have his/her amount of accumulated sick leave the employee is entitled to under this section paid out as if the employee had received a 3.97% wage increase in the 2004 payroll year. Such sum shall be payable in the same manner as any sick leave pay out reference above.~~

~~RETIREMENT – ANNUAL LEAVE: An employee who resigns or is separated from the City service shall be paid his accumulated annual leave on the basis of one hour paid for every one (1) hour accumulated. Such payment is to be based on the member's hourly rate of pay at the time of retirement. However, in cases where the employee has been guilty of fraud or other activities resulting in monetary loss to the City, or where the employee has failed to give the required ninety day (90) notice to the Fire Chief of his/her retirement, the employee shall not be paid his/her accumulated annual leave. The above referenced ninety (90) day notice must be given to the Chief by an electronic OFD 25 form, and the Chief may waive this notice requirement. This payout will be made within fourteen (14) months of the date the employee retires. In addition to the above, any employee who resigns or separates from City service in payroll year 2004 shall have his/her amount of accumulated annual leave the employee is entitled to under this section paid out as if the employee had received a 3.97% wage increase in the 2004 payroll year. Such sum shall be payable in the same manner as any annual leave pay out reference above.~~

- ~~3. In the 2004 payroll year, it will be mandatory that all sworn employees will have their payment for seven (7) holidays converted to the Special "Time Off" bank instead of being paid in cash. Article 17, Section 10C governs the usage and payoff of these special "time off" hours. However, employees who retire in 2004 or 2005, may cash out this mandatory special "time off" upon retirement. If an employee cashes his/her special "time off" hour in 2004; he/she shall be paid at the then applicable hourly wage, plus an additional 3.97%.~~

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

Employee No. _____

PROFESSIONAL FIREFIGHTERS
ASSOCIATION OF OMAHA

UNION NO. _____
Local International

To the City of Omaha, Nebraska: I, _____
(Print) Last Name First Initial

hereby authorize and direct the Payroll Division of the City of Omaha, Nebraska to deduct from my wages each month an amount sufficient to provide for regular monthly membership dues to be paid to the Professional Firefighters Association of Omaha, Union No. Local 385. The amount deducted shall be certified by said Local Union, and any changes in such amount shall also be certified. This authorization is revocable at any time upon my giving the Payroll Division of the Finance Department of the City of Omaha, Nebraska written notice of cancellation.

Signature _____

Address _____

Date _____ City _____ State _____

APPENDIX B

WAGES

Effective the 2010 payroll year (12/27/2009 through 12/25/2010), employees shall receive a net pay increase of 0%.

Effective on 12/26/2010 up until the date of legal execution of this labor agreement, employees shall receive a net pay increase of 0%. Upon the date of legal execution of the labor agreement but no later than July 1, 2011, employees shall receive full comparability (100%) on wages using the available data from the array of cities from the 2009 CIR decision (Case No. 1227). Those cities are Des Moines, Lincoln, Madison, Milwaukee, and St. Paul.

Effective the first pay periods of the 2012 and 2013 payroll years respectively, the City and the Union shall establish comparable wages using the available data from the array of cities from the 2009 CIR decision (Case No. 1227). Effective December 8, 2013, if necessary due to the unavailability of 2013 comparability information, there shall be an additional wage adjustment for 2013 in order to comply with the above provision.

If any city has experienced a midyear wage adjustment (e.g. settled a contract for the calendar year in the middle of such calendar year but did not pay the employee retroactively or a scheduled midyear wage increase), the hourly rates will be blended, consistent with the CIR ruling process, to represent the actual rate for the total calendar year.

For the purposes of establishing the wage minimums and the maximums of each rank, the parties will use the same job match and midpoint methodology established by the CIR. For purposes of establishing the hourly rates for steps between the minimum and the maximum, each step progression will increase at an equal amount throughout the pay scale.

Upon establishment of the comparable wages either by agreement of the parties or by decision of the arbitrator, the City shall pay any owed monies ("backpay wages") retroactive to the beginning of the respective payroll year within 45 calendar days of an agreement between the parties or decision of the arbitrator. As to implementation forward of any new pay scales, such implementation shall commence within two pay periods after of an agreement between the parties, or decision of the arbitrator. If the City does not pay any owed past monies or implemented forward any pay scales by the time deadlines specified above, then the City shall pay interest (judgment interest rate set by law) to the employees.

Should the parties not be able to agree to any of the above calculations (for example, major changes to the pay plans in the comparable cities during this contract that impact establishing comparable hourly wages), the specific calculation under disagreement shall be submitted to arbitration pursuant to the grievance procedures in Article 8 of this agreement to hear evidence and determine comparable wages by the above criteria.

Should either party wish to use the Expedited Arbitration as established by the FMCS process in order to settle their disagreement, then such arbitration process shall be used.

Using the above comparability methodology, should it be determined that hourly wages are at or greater than comparability in either 2011, 2012 or 2013 payroll year, the hourly wage rate of such affected employees shall not change in that payroll year. Additionally, in the creation of the pay scales in 2011, 2012 and 2013, such scales shall be consistent with the requirements of Section 23-148 of the Omaha City Code, in effect as of the time of execution of this agreement.

The parties have agreed that the City's obligation for backpay pursuant to the 2009 CIR case (Case No. 1227) shall be distributed equally among all employees on the payroll during the 2009 payroll year with provisions made for a pro rata distribution for employees who have separated employment.

JOB MATCHES WITH COMPARABLE CITIESOMAHA FIRE RANKS

Probationary Firefighter
Firefighter/Senior Firefighter
Fire Apparatus Engineer

Captain
Battalion Fire Chief

DES MOINES FIRE RANKS

<u>Minimum</u>	<u>Maximum</u>
<u>Firefighter Minimum</u>	<u>N/A</u>
<u>Firefighter Minimum</u>	<u>Firefighter Maximum</u>
<u>Fire Apparatus Engineer Minimum</u>	<u>Fire Apparatus Engineer Maximum</u>
<u>Lieutenant Minimum</u>	<u>Captain Maximum</u>
<u>District Chief Minimum</u>	<u>District Chief Maximum</u>

OMAHA FIRE RANKS

Probationary Firefighter

Firefighter/Senior Firefighter
Fire Apparatus Engineer

Captain
Battalion Fire Chief

LINCOLN FIRE RANKS

<u>Minimum</u>	<u>Maximum</u>
<u>Probationary Firefighter Minimum</u>	<u>N/A</u>
<u>Firefighter Minimum</u>	<u>Firefighter Maximum</u>
<u>Fire Apparatus Operator Minimum</u>	<u>Fire Apparatus Operator Maximum</u>
<u>Captain Minimum</u>	<u>Captain Maximum</u>
<u>Battalion Chief Minimum</u>	<u>Battalion Chief Maximum</u>

OMAHA FIRE RANKS

Probationary Firefighter
Firefighter/Senior Firefighter
Fire Apparatus Engineer

Captain
Battalion Fire Chief

MADISON FIRE RANKS

<u>Minimum</u>	<u>Maximum</u>
<u>Firefighter Minimum</u>	<u>N/A</u>
<u>Firefighter Minimum</u>	<u>Firefighter Maximum</u>
<u>Apparatus Engineer Minimum</u>	<u>Apparatus Engineer Maximum</u>
<u>Lieutenant Minimum</u>	<u>Lieutenant Maximum</u>
<u>Division Chief Minimum</u>	<u>Division Chief Maximum</u>

OMAHA FIRE RANKS

Probationary Firefighter
Firefighter/Senior Firefighter
Fire Apparatus Engineer

Captain
Battalion Fire Chief

MILWAUKEE FIRE RANKS

<u>Minimum</u>	<u>Maximum</u>
<u>Firefighter Minimum</u>	<u>N/A</u>
<u>Firefighter Minimum</u>	<u>Firefighter Maximum</u>
<u>Heavy Equipment Operator Minimum</u>	<u>Heavy Equipment Operator Maximum</u>
<u>Lieutenant Minimum</u>	<u>Captain Maximum</u>
<u>Battalion Chief Minimum</u>	<u>Battalion Chief Maximum</u>

OMAHA FIRE RANKS

Probationary Firefighter

ST. PAUL FIRE RANKS

<u>Minimum</u>	<u>Maximum</u>
<u>Firefighter Recruit Minimum (13 weeks)</u>	<u>N/A</u>

<u>Firefighter/Senior Firefighter</u>	<u>Firefighter EMT Unassigned Minimum</u>	<u>Firefighter EMT Unassigned Minimum*</u>
<u>Fire Apparatus Engineer</u>	<u>Fire Equipment Operator Minimum*</u>	<u>Fire Equipment Operator Maximum*</u>
<u>Captain</u>	<u>Captain EMT Unassigned Minimum*</u>	<u>Captain EMT Unassigned Maximum*</u>
<u>Battalion Fire Chief</u>	<u>District Chief Minimum*</u>	<u>District Chief Maximum*</u>

* - includes 1% EMTB stipend

For Drill Master and Paramedic Shift Supervisor wages are 111.2% of Captain's comparability.

For Assistant Fire Marshall wages are 93.2% of Battalion Chief's comparability.

2009 Pay Scale
 (as determined by the CIR)
 (Effective December 30, 2008)

Probationary Firefighter (Class Code – 8005; Pay Range 0 UF)

	<u>I</u>
<u>AN.</u>	<u>\$43,068.48</u>
<u>BW.</u>	<u>\$1,656.48</u>
<u>HR.</u>	<u>\$14.79</u>

Firefighter (Class Code – 8010; Pay Range 1 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$46,562.88</u>	<u>\$48,696.96</u>	<u>\$50,831.04</u>	<u>\$52,965.12</u>	<u>\$55,099.20</u>	<u>\$57,233.28</u>
<u>BW.</u>	<u>\$1,790.88</u>	<u>\$1,872.96</u>	<u>\$1,955.04</u>	<u>\$2,037.12</u>	<u>\$2,119.20</u>	<u>\$2,201.28</u>
<u>HR.</u>	<u>\$15.99</u>	<u>\$16.72</u>	<u>\$17.46</u>	<u>\$18.19</u>	<u>\$18.92</u>	<u>\$19.65</u>

	<u>G</u>	<u>H</u>
<u>AN.</u>	<u>\$59,367.36</u>	<u>\$61,501.44</u>
<u>BW.</u>	<u>\$2,283.36</u>	<u>\$2,365.44</u>
<u>HR.</u>	<u>\$20.39</u>	<u>\$21.12</u>

Fire Apparatus Engineer (Class Code – 8030; Pay Range 3 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$54,104.96</u>	<u>\$55,929.90</u>	<u>\$57,754.58</u>	<u>\$59,579.52</u>	<u>\$61,404.46</u>	<u>\$63,229.14</u>
<u>BW.</u>	<u>\$2,080.96</u>	<u>\$2,151.15</u>	<u>\$2,221.33</u>	<u>\$2,291.52</u>	<u>\$2,361.71</u>	<u>\$2,431.89</u>
<u>HR.</u>	<u>\$18.58</u>	<u>\$19.21</u>	<u>\$19.83</u>	<u>\$20.46</u>	<u>\$21.09</u>	<u>\$21.71</u>

	<u>G</u>
<u>AN.</u>	<u>\$65,054.08</u>
<u>BW.</u>	<u>\$2,502.08</u>
<u>HR.</u>	<u>\$22.34</u>

Fire Captain (Class Code – 8070; Pay Range 4 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$62,054.72</u>	<u>\$64,214.54</u>	<u>\$66,374.10</u>	<u>\$68,533.92</u>	<u>\$70,693.74</u>	<u>\$72,853.30</u>
<u>BW.</u>	<u>\$2,386.72</u>	<u>\$2,469.79</u>	<u>\$2,552.85</u>	<u>\$2,635.92</u>	<u>\$2,718.99</u>	<u>\$2,802.05</u>
<u>HR.</u>	<u>\$21.31</u>	<u>\$22.05</u>	<u>\$22.79</u>	<u>\$23.54</u>	<u>\$24.28</u>	<u>\$25.02</u>

	<u>G</u>
<u>AN.</u>	<u>\$75,013.12</u>
<u>BW.</u>	<u>\$2,885.12</u>
<u>HR.</u>	<u>\$25.76</u>

Drill Master (Class Code – 8110; Pay Range 5 UF)**EMS Shift Supervisor (Class Code – 8120; Pay Range 5 UF)**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$69,014.40</u>	<u>\$71,416.80</u>	<u>\$73,819.20</u>	<u>\$76,221.60</u>	<u>\$78,624.00</u>	<u>\$81,026.40</u>
<u>BW.</u>	<u>\$2,654.40</u>	<u>\$2,746.80</u>	<u>\$2,839.20</u>	<u>\$2,931.60</u>	<u>\$3,024.00</u>	<u>\$3,116.40</u>
<u>HR.</u>	<u>\$23.70</u>	<u>\$24.53</u>	<u>\$25.35</u>	<u>\$26.18</u>	<u>\$27.00</u>	<u>\$27.83</u>
	<u>G</u>					
<u>AN.</u>	<u>\$83,428.80</u>					
<u>BW.</u>	<u>\$3,208.80</u>					
<u>HR.</u>	<u>\$28.65</u>					

Assistant Fire Marshall (Class Code – 8130; Pay Range 2 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$74,605.44</u>	<u>\$76,731.20</u>	<u>\$78,856.96</u>	<u>\$80,982.72</u>	<u>\$83,108.48</u>	<u>\$85,234.24</u>
<u>BW.</u>	<u>\$2,869.44</u>	<u>\$2,951.20</u>	<u>\$3,032.96</u>	<u>\$3,114.72</u>	<u>\$3,196.48</u>	<u>\$3,278.24</u>
<u>HR.</u>	<u>\$25.62</u>	<u>\$26.35</u>	<u>\$27.08</u>	<u>\$27.81</u>	<u>\$28.54</u>	<u>\$29.27</u>
	<u>G</u>	<u>H</u>	<u>I</u>			
<u>AN.</u>	<u>\$87,360.00</u>	<u>\$89,485.76</u>	<u>\$91,611.52</u>			
<u>BW.</u>	<u>\$3,360.00</u>	<u>\$3,441.76</u>	<u>\$3,523.52</u>			
<u>HR.</u>	<u>\$30.00</u>	<u>\$30.73</u>	<u>\$31.46</u>			

Battalion Fire Chief (Class Code – 8150; Pay Range 6 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$80,050.88</u>	<u>\$82,333.16</u>	<u>\$84,615.44</u>	<u>\$86,897.72</u>	<u>\$89,180.00</u>	<u>\$91,462.28</u>
<u>BW.</u>	<u>\$3,078.88</u>	<u>\$3,166.66</u>	<u>\$3,254.44</u>	<u>\$3,342.22</u>	<u>\$3,430.00</u>	<u>\$3,517.78</u>
<u>HR.</u>	<u>\$27.49</u>	<u>\$28.27</u>	<u>\$29.06</u>	<u>\$29.84</u>	<u>\$30.63</u>	<u>\$31.41</u>
	<u>G</u>	<u>H</u>	<u>I</u>			
<u>AN.</u>	<u>\$93,744.56</u>	<u>\$96,026.84</u>	<u>\$98,309.12</u>			
<u>BW.</u>	<u>\$3,605.56</u>	<u>\$3,693.34</u>	<u>\$3,781.12</u>			
<u>HR.</u>	<u>\$32.19</u>	<u>\$32.98</u>	<u>\$33.76</u>			

Step Progression:**Probationary Firefighter**

<u>Step</u>	<u>Requirement</u>
<u>"T"</u>	<u>Initial Hire</u>

Firefighter

<u>Step</u>	<u>Requirement</u>
<u>"A"</u>	<u>Six (6) months at step "T"</u>
<u>"B"</u>	<u>Twelve (12) months at step "A"</u>
<u>"C"</u>	<u>Twelve (12) months at step "B"</u>
<u>"D"</u>	<u>Twelve (12) months at step "C"</u>
<u>"E"</u>	<u>Twelve (12) months at step "D"</u>
<u>"F"</u>	<u>Twelve (12) months at step "E"</u>
<u>"G"</u>	<u>Twelve (12) months at step "F"</u>
<u>"H"</u>	<u>Twelve (12) months at step "G"</u>

Fire Apparatus Engineer**Fire Captain****Drill Master****EMS Shift Supervisor**

<u>Step</u>	<u>Requirement</u>
<u>"A"</u>	<u>Initial Promotion</u>
<u>"B"</u>	<u>Eight (8) months at step "A"</u>
<u>"C"</u>	<u>Eight (8) months at step "B"</u>
<u>"D"</u>	<u>Eight (8) months at step "C"</u>
<u>"E"</u>	<u>Eight (8) months at step "D"</u>
<u>"F"</u>	<u>Eight (8) months at step "E"</u>
<u>"G"</u>	<u>Eight (8) months at step "F"</u>

Assistant Fire Marshal**Battalion Fire Chief**

<u>Step</u>	<u>Requirement</u>
<u>"A"</u>	<u>Initial Promotion</u>
<u>"B"</u>	<u>Ten and one-half (10.5) months step "A"</u>
<u>"C"</u>	<u>Ten and one-half (10.5) months step "B"</u>
<u>"D"</u>	<u>Ten and one-half (10.5) months step "C"</u>
<u>"E"</u>	<u>Ten and one-half (10.5) months step "D"</u>
<u>"F"</u>	<u>Ten and one-half (10.5) months step "E"</u>
<u>"G"</u>	<u>Ten and one-half (10.5) months step "F"</u>
<u>"H"</u>	<u>Ten and one-half (10.5) months step "G"</u>
<u>"I"</u>	<u>Ten and one-half (10.5) months step "H"</u>

2011 Pay Scale
(Effective July 1, 2011)

Probationary Firefighter (Class Code – 8005; Pay Range 0 UF)

	<u>T</u>
<u>AN.</u>	<u>\$43,942.08</u>
<u>BW.</u>	<u>\$1,690.08</u>
<u>HR.</u>	<u>\$15.09</u>

Firefighter (Class Code – 8010; Pay Range 1 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$48,339.20</u>	<u>\$50,556.48</u>	<u>\$52,773.76</u>	<u>\$54,991.04</u>	<u>\$57,208.32</u>	<u>\$59,425.60</u>
<u>BW.</u>	<u>\$1,859.20</u>	<u>\$1,944.48</u>	<u>\$2,029.76</u>	<u>\$2,115.04</u>	<u>\$2,200.32</u>	<u>\$2,285.60</u>
<u>HR.</u>	<u>\$16.60</u>	<u>\$17.36</u>	<u>\$18.12</u>	<u>\$18.88</u>	<u>\$19.65</u>	<u>\$20.41</u>
	<u>G</u>	<u>H</u>				
<u>AN.</u>	<u>\$61,642.88</u>	<u>\$63,860.16</u>				
<u>BW.</u>	<u>\$2,370.88</u>	<u>\$2,456.16</u>				
<u>HR.</u>	<u>\$21.17</u>	<u>\$21.93</u>				

Fire Apparatus Engineer (Class Code – 8030; Pay Range 3 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$63,889.28</u>	<u>\$64,515.36</u>	<u>\$65,141.44</u>	<u>\$65,767.52</u>	<u>\$66,393.60</u>	<u>\$67,019.68</u>
<u>BW.</u>	<u>\$2,457.28</u>	<u>\$2,481.36</u>	<u>\$2,505.44</u>	<u>\$2,529.52</u>	<u>\$2,553.60</u>	<u>\$2,577.68</u>
<u>HR.</u>	<u>\$21.94</u>	<u>\$22.16</u>	<u>\$22.37</u>	<u>\$22.59</u>	<u>\$22.80</u>	<u>\$23.02</u>
	<u>G</u>					
<u>AN.</u>	<u>\$67,645.76</u>					
<u>BW.</u>	<u>\$2,601.76</u>					
<u>HR.</u>	<u>\$23.23</u>					

Fire Captain (Class Code – 8070; Pay Range 4 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$67,674.88</u>	<u>\$69,470.70</u>	<u>\$71,266.26</u>	<u>\$73,062.08</u>	<u>\$74,857.90</u>	<u>\$76,653.46</u>
<u>BW.</u>	<u>\$2,602.88</u>	<u>\$2,671.95</u>	<u>\$2,741.01</u>	<u>\$2,810.08</u>	<u>\$2,879.15</u>	<u>\$2,948.21</u>
<u>HR.</u>	<u>\$23.24</u>	<u>\$23.86</u>	<u>\$24.47</u>	<u>\$25.09</u>	<u>\$25.71</u>	<u>\$26.32</u>
	<u>G</u>					
<u>AN.</u>	<u>\$78,449.28</u>					
<u>BW.</u>	<u>\$3,017.28</u>					
<u>HR.</u>	<u>\$26.94</u>					

Drill Master (Class Code – 8110; Pay Range 5 UF)**EMS Shift Supervisor (Class Code – 8120; Pay Range 5 UF)**

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$78,478.40</u>	<u>\$79,939.34</u>	<u>\$81,400.02</u>	<u>\$82,860.96</u>	<u>\$84,321.90</u>	<u>\$85,782.58</u>
<u>BW.</u>	<u>\$3,018.40</u>	<u>\$3,074.59</u>	<u>\$3,130.77</u>	<u>\$3,186.96</u>	<u>\$3,243.15</u>	<u>\$3,299.33</u>
<u>HR.</u>	<u>\$26.95</u>	<u>\$27.45</u>	<u>\$27.95</u>	<u>\$28.46</u>	<u>\$28.96</u>	<u>\$29.46</u>
	<u>G</u>					
<u>AN.</u>	<u>\$87,243.52</u>					
<u>BW.</u>	<u>\$3,355.52</u>					
<u>HR.</u>	<u>\$29.96</u>					

Assistant Fire Marshall (Class Code – 8130; Pay Range 2 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$87,272.64</u>	<u>\$88,171.72</u>	<u>\$89,070.80</u>	<u>\$89,969.88</u>	<u>\$90,868.96</u>	<u>\$91,768.04</u>
<u>BW.</u>	<u>\$3,356.64</u>	<u>\$3,391.22</u>	<u>\$3,425.80</u>	<u>\$3,460.38</u>	<u>\$3,494.96</u>	<u>\$3,529.54</u>
<u>HR.</u>	<u>\$29.97</u>	<u>\$30.28</u>	<u>\$30.59</u>	<u>\$30.90</u>	<u>\$31.21</u>	<u>\$31.51</u>
	<u>G</u>	<u>H</u>	<u>I</u>			
<u>AN.</u>	<u>\$92,667.12</u>	<u>\$93,566.20</u>	<u>\$94,465.28</u>			
<u>BW.</u>	<u>\$3,564.12</u>	<u>\$3,598.70</u>	<u>\$3,633.28</u>			
<u>HR.</u>	<u>\$31.82</u>	<u>\$32.13</u>	<u>\$32.44</u>			

Battalion Fire Chief (Class Code – 8150; Pay Range 6 UF)

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
<u>AN.</u>	<u>\$94,494.40</u>	<u>\$95,349.80</u>	<u>\$96,205.20</u>	<u>\$97,060.60</u>	<u>\$97,916.00</u>	<u>\$98,771.40</u>
<u>BW.</u>	<u>\$3,634.40</u>	<u>\$3,667.30</u>	<u>\$3,700.20</u>	<u>\$3,733.10</u>	<u>\$3,766.00</u>	<u>\$3,798.90</u>
<u>HR.</u>	<u>\$32.45</u>	<u>\$32.74</u>	<u>\$33.04</u>	<u>\$33.33</u>	<u>\$33.63</u>	<u>\$33.92</u>
	<u>G</u>	<u>H</u>	<u>I</u>			
<u>AN.</u>	<u>\$99,626.80</u>	<u>\$100,482.20</u>	<u>\$101,337.60</u>			
<u>BW.</u>	<u>\$3,831.80</u>	<u>\$3,864.70</u>	<u>\$3,897.60</u>			
<u>HR.</u>	<u>\$34.21</u>	<u>\$34.51</u>	<u>\$34.80</u>			

Step Progression:Probationary Firefighter

<u>Step</u>	<u>Requirement</u>
<u>"T"</u>	<u>Initial Hire</u>

Firefighter

<u>Step</u>	<u>Requirement</u>
<u>"A"</u>	<u>Six (6) months at step "T"</u>
<u>"B"</u>	<u>Twelve (12) months at step "A"</u>
<u>"C"</u>	<u>Twelve (12) months at step "B"</u>
<u>"D"</u>	<u>Twelve (12) months at step "C"</u>
<u>"E"</u>	<u>Twelve (12) months at step "D"</u>
<u>"F"</u>	<u>Twelve (12) months at step "E"</u>
<u>"G"</u>	<u>Twelve (12) months at step "F"</u>
<u>"H"</u>	<u>Twelve (12) months at step "G"</u>

Fire Apparatus EngineerFire CaptainDrill MasterEMS Shift Supervisor

<u>Step</u>	<u>Requirement</u>
<u>"A"</u>	<u>Initial Promotion</u>
<u>"B"</u>	<u>Eight (8) months at step "A"</u>
<u>"C"</u>	<u>Eight (8) months at step "B"</u>
<u>"D"</u>	<u>Eight (8) months at step "C"</u>
<u>"E"</u>	<u>Eight (8) months at step "D"</u>
<u>"F"</u>	<u>Eight (8) months at step "E"</u>
<u>"G"</u>	<u>Eight (8) months at step "F"</u>

Assistant Fire MarshallBattalion Fire Chief

<u>Step</u>	<u>Requirement</u>
<u>"A"</u>	<u>Initial Promotion</u>
<u>"B"</u>	<u>Ten and one-half (10.5) months step "A"</u>
<u>"C"</u>	<u>Ten and one-half (10.5) months step "B"</u>
<u>"D"</u>	<u>Ten and one-half (10.5) months step "C"</u>
<u>"E"</u>	<u>Ten and one-half (10.5) months step "D"</u>
<u>"F"</u>	<u>Ten and one-half (10.5) months step "E"</u>
<u>"G"</u>	<u>Ten and one-half (10.5) months step "F"</u>
<u>"H"</u>	<u>Ten and one-half (10.5) months step "G"</u>
<u>"I"</u>	<u>Ten and one-half (10.5) months step "H"</u>

~~Effective 12/21/03 employees shall receive a net pay increase of 0% as distributed in the attached pay scales.~~

~~Effective 12/19/04 employees shall receive a net pay increase of 3.22% as distributed in the attached pay scales.~~

~~Effective 1/1/06 employees shall receive a net pay increase of 4.37% as distributed in the attached pay scales.~~

~~Effective 12/31/06 employees shall receive a net pay increase of 4.57% as distributed in the attached pay scales.~~

~~In addition to the above pay increases, any employee who retires in payroll year 2004, 2005, and 2006 and whose highest twenty six (26) pay periods, for the purposes of calculation of pension under this labor agreement, fell within those payroll years (2004, 2005, and 2006) shall receive an additional 3.97% added on to his/her gross wages for the twenty six pay periods upon which his/her pension is calculated. It is understood that this money will be paid to each employee who retires during these years as wages. This means that, from the gross amount, normal wage deductions will be taken,~~

~~including pension contribution, and that the pension contribution will be paid into the pension system.~~

~~Sales Tax Bonus:~~

~~The actual sales tax revenue for 2003 will be compared to the sales tax revenue in 2004. The 10-year average increase in sales tax revenue is 4.4%. If the actual sales tax revenue for 2004 exceeds the actual sales tax revenue for 2003 by more than 4.4%, 50% of that amount of additional sales tax revenue over the 4.4% will be distributed on a pro rata basis between all employee groups participating in this sales tax payback.~~

~~Any amounts due to such employees after the calculation of 2004 sales tax revenues shall automatically be placed in the 2006 budget for distribution to employees as a bonus payable in 2006.~~

~~The actual sales tax revenue for 2004 will be compared to the sales tax revenue in 2005. The 10-year average increase in sales tax revenue is 4.4%. If the actual sales tax revenue for 2005 exceeds the actual sales tax revenue for 2004 by more than 4.4%, 50% of that amount of additional sales tax revenue over the 4.4% will be distributed on a pro rata basis between all employee groups participating in this sales tax payback.~~

~~Any amounts due to such employees after the calculation of 2005 sales tax revenues shall automatically be placed in the 2007 budget for distribution to employees as a bonus payable in 2007.~~

CLASSIFICATIONS – FIRE BARGAINING UNIT – 2004 SALARIES

<u>Class Code</u>	<u>Class Title</u>	<u>Pay Range</u>		<u>A</u>	<u>B</u>	<u>C</u>
8005	Probationary Firefighter	0-UF	AN	27,567.00		
	Suppression (2912 hours)		BW	1,060.27		
			HR	9.47		
8010	Firefighter	1-UF	AN	36,213.00		
	Suppression (2912 hours)		BW	1,392.81		
			HR	12.44		
8015	Senior Firefighter	2-UF	AN	50,556.00		
	Suppression (2912 hours)		BW	1,944.46		
			HR	17.36		
8020	Firefighter/Paramedic Driver	3-UF	AN	—	54,011.00	55,042.00
	Suppression (2912 hours)		BW	—	2,077.35	2,117.00
			HR		18.55	18.90
8030	Fire Apparatus Engineer	3-UF	AN	—	54,011.00	55,042.00
	Suppression (2912 hours)		BW	—	2,077.35	2,117.00
			HR		18.55	18.90
8070	Fire Captain	4-UF	AN	—	60,993.00	62,154.00
	Suppression (2912 hours)		BW	—	2,345.88	2,390.54
			HR		20.95	21.34
8075	Fire Captain/Paramedic	4-UF	AN	—	60,993.00	62,154.00
	Suppression (2912 hours)		BW	—	2,345.88	2,390.54
			HR		20.95	21.34
8110	Drill Master	5-UF	AN	—	68,609.00	69,915.00
	Suppression (2912 hours)		BW	—	2,638.81	2,689.04
			HR		23.56	24.01
8120	EMS Shift Supervisor	5-UF	AN	—	68,609.00	69,915.00
	Suppression (2912 hours)		BW	—	2,638.81	2,689.04
			HR		23.56	24.01
8130	Assistant Fire Marshal	5-UF	AN	—	68,609.00	69,915.00
	Suppression (2912 hours)		BW	—	2,638.81	2,689.04
			HR		23.56	24.01
8150	Battalion Fire Chief	6-UF	AN	—	74,160.00	75,576.00
	Suppression (2912 hours)		BW	—	2,852.31	2,906.77
			HR		25.47	25.95

STEP PROGRESSION:

Probationary Firefighter will remain at this class for one year irrespective of how long the employee is on probation. Firefighters will remain at this class for eighteen months and until they have seniority over the number of firefighters in the chart in Article 48 according to the year they were hired.

<u>Step</u>	<u>Requirement</u>
"B"	Initial Promotion
"C"	1 Year at "B"

CLASSIFICATIONS – FIRE BARGAINING UNIT – 2005 SALARIES

Class Code	Class Title	Pay Range		A	B	C
8005	Probationary Firefighter Suppression (2912 hours)	0-UF	AN	29,091		
			BW	1,118.88		
			HR	9.99		
8010	Firefighter Suppression (2912 hours)	1-UF	AN	37,737		
			BW	1,451.42		
			HR	12.96		
8015	Senior Firefighter Suppression (2912 hours)	2-UF	AN	52,080		
			BW	2,003.08		
			HR	17.88		
8020	Firefighter/Paramedic Driver Suppression (2912 hours)	3-UF	AN	—	56,597	57,628
			BW	—	2,176.81	2,216.46
			HR	—	19.44	19.79
8030	Fire Apparatus Engineer Suppression (2912 hours)	3-UF	AN	—	56,597	57,628
			BW	—	2,176.81	2,216.46
			HR	—	19.44	19.79
8070	Fire Captain Suppression (2912 hours)	4-UF	AN	—	62,517	63,678
			BW	—	2,404.50	2,449.15
			HR	—	21.47	21.87
8075	Fire Captain/Paramedic Suppression (2912 hours)	4-UF	AN	—	62,517	63,678
			BW	—	2,404.50	2,449.15
			HR	—	21.47	21.87
8110	Drill Master Suppression (2912 hours)	5-UF	AN	—	70,133	71,439
			BW	—	2,697.42	2,747.65
			HR	—	24.08	24.53
8120	EMS Shift Supervisor Suppression (2912 hours)	5-UF	AN	—	70,133	71,439
			BW	—	2,697.42	2,747.65
			HR	—	24.08	24.53
8130	Assistant Fire Marshal Suppression (2912 hours)	5-UF	AN	—	70,133	71,439
			BW	—	2,697.42	2,747.65
			HR	—	24.08	24.53
8150	Battalion Fire Chief Suppression (2912 hours)	6-UF	AN	—	75,684	77,100
			BW	—	2,910.92	2,965.38
			HR	—	25.99	26.48

STEP PROGRESSION:

Probationary Firefighter will remain at this class for one year irrespective of how long the employee is on probation. Firefighters will remain at this class for eighteen months and until they have seniority over the number of firefighters in the chart in Article 48 according to the year they were hired.

Step — Requirement
 "B" — Initial Promotion
 "C" — 1 Year at "B"

CLASSIFICATIONS – FIRE BARGAINING UNIT – 2006 SALARIES

Class Code	Class Title	Pay Range		A	B	C
8005	Probationary Firefighter Suppression (2912 hours)	0-UF	AN	31,719		
			BW	1,219.96		
			HR	10.89		
8010	Firefighter Suppression (2912 hours)	1-UF	AN	40,365		
			BW	1,552.50		
			HR	13.86		
8015	Senior Firefighter Suppression (2912 hours)	2-UF	AN	54,708		
			BW	2,104.15		
			HR	18.79		
8020	Firefighter/Paramedic Driver Suppression (2912 hours)	3-UF	AN	—	59,225	60,256
			BW	—	2,267.88	2,317.54
			HR	—	20.34	20.69
8030	Fire Apparatus Engineer Suppression (2912 hours)	3-UF	AN	—	59,225	60,256
			BW	—	2,267.88	2,317.54
			HR	—	20.34	20.69
8070	Fire Captain Suppression (2912 hours)	4-UF	AN	—	65,145	66,306
			BW	—	2,505.58	2,550.23
			HR	—	22.37	22.77
8075	Fire Captain/Paramedic Suppression (2912 hours)	4-UF	AN	—	65,145	66,306
			BW	—	2,505.58	2,550.23
			HR	—	22.37	22.77
8110	Drill Master Suppression (2912 hours)	5-UF	AN	—	72,761	74,067
			BW	—	2,798.50	2,848.73
			HR	—	24.99	25.44
8120	EMS Shift Supervisor Suppression (2912 hours)	5-UF	AN	—	72,761	74,067
			BW	—	2,798.50	2,848.73
			HR	—	24.99	25.44
8130	Assistant Fire Marshal Suppression (2912 hours)	5-UF	AN	—	72,761	74,067
			BW	—	2,798.50	2,848.73
			HR	—	24.99	25.44
8150	Battalion Fire Chief Suppression (2912 hours)	6-UF	AN	—	78,312	79,728
			BW	—	3,012.00	3,066.46
			HR	—	26.89	27.38

STEP PROGRESSION:

Probationary Firefighter will remain at this class for one year irrespective of how long the employee is on probation. Firefighters will remain at this class for eighteen months and until they have seniority over the number of firefighters in the chart in Article 48 according to the year they were hired.

Step — Requirement
 "B" — Initial Promotion
 "C" — 1 Year at "B"

CLASSIFICATIONS – FIRE BARGAINING UNIT – 2007 SALARIES

Class Code	Class Title	Pay Range		A	B	C
8005	Probationary Firefighter Suppression (2912 hours)	0-UF	AN	34,223		
			BW	1,316.27		
			HR	11.75		
8010	Firefighter Suppression (2912 hours)	1-UF	AN	42,869		
			BW	1,648.81		
			HR	14.72		
8015	Senior Firefighter Suppression (2912 hours)	2-UF	AN	57,375		
			BW	2,206.73		
			HR	19.70		
8020	Firefighter/Paramedic Driver Suppression (2912 hours)	3-UF	AN	—	61,729	62,923
			BW	—	2,374.19	2,420.12
			HR	—	21.20	21.61
8030	Fire Apparatus Engineer Suppression (2912 hours)	3-UF	AN	—	61,729	62,923
			BW	—	2,374.19	2,420.12
			HR	—	21.20	21.61
8070	Fire Captain Suppression (2912 hours)	4-UF	AN	—	67,364	68,973
			BW	—	2,601.88	2,652.81
			HR	—	23.23	23.69
8075	Fire Captain/Paramedic Suppression (2912 hours)	4-UF	AN	—	67,364	68,973
			BW	—	2,601.88	2,652.81
			HR	—	23.23	23.69
8110	Drill Master Suppression (2912 hours)	5-UF	AN	—	75,265	76,734
			BW	—	2,894.81	2,951.31
			HR	—	25.85	26.35
8120	EMS Shift Supervisor Suppression (2912 hours)	5-UF	AN	—	75,265	76,734
			BW	—	2,894.81	2,951.31
			HR	—	25.85	26.35
8130	Assistant Fire Marshal Suppression (2912 hours)	5-UF	AN	—	75,265	76,734
			BW	—	2,894.81	2,951.31
			HR	—	25.85	26.35
8150	Battalion Fire Chief Suppression (2912 hours)	6-UF	AN	—	80,816	82,395
			BW	—	3,108.34	3,169.04
			HR	—	27.75	28.29

STEP PROGRESSION:

Probationary Firefighter will remain at this class for one year irrespective of how long the employee is on probation. Firefighters will remain at this class for eighteen months and until they have seniority over the number of firefighters in the chart in Article 48 according to the year they were hired.

Step Requirement

"B" Initial Promotion

"C" 1 _____ Year _____ at _____ "B"

APPENDIX C

HEALTH INSURANCE BENEFIT SUMMARY*

~~Endorsement Listing – Effective July 1, 2002~~

~~PPO Master Group Contract~~

~~PPO Endorsement~~

~~Allowable charges~~

~~Special PPO endorsement for City of Omaha~~

~~Organ Transplant Coverage for City of Omaha~~

~~Treatment of Alcoholism and Drug Abuse limited to \$20,000~~

~~Day treatment, partial care and o/p programs for MIDA~~

~~MIDA services applicable to Stop Loss~~

~~Professional Providers of Psychological Counseling Services~~

~~Newborn coverage under single membership~~

~~Fertility Testing and Related Services~~

~~Screening mammograms covered, not subject to deductible~~

~~LASIK surgery covered~~

~~Blue Card Program~~

~~Coordination of Benefits Revision of Definition of Plan~~

~~Total benefits under all provisions of the contract = \$5,000,000 for non-PPO, unlimited \$ for PPO services~~

~~Routine care up to \$500 per covered person, per calendar year, not subject to deductible or coinsurance~~

~~Chiropractic visits payable to total of 30 per year~~

~~Prescription drug options:~~

- ~~1. Employee may opt to keep coverage under health, subject to non-PPO deductible and coinsurance~~

~~2.Rx Nebraska drug card: \$5 generic, \$15 brand copays for up to 30 day supply (Retail). Mail order benefits available for up to 90 day supply for \$10 generic or \$30 brand name copay per script.~~

~~Benefits for Care related to Diabetes~~

~~Workers' Compensation~~

~~HIPAA endorsement & COBRA Provisions~~

A. Routine/Preventative Services

B. Bargained/Mandated preventive benefits: Periodic office examinations to determine physical development; school and sports physicals; routine radiology (x-ray); routine pathology (laboratory); routine colonoscopies; routine mammograms; routine pap smears; routine immunizations (including pediatric); routine vision (refraction); hearing exams, prostate cancer screening; and cardiac stress tests. LASIK surgery is covered for the employee and his/her dependents. Newborn care shall include the coverage for room and board, screening tests, hearing exams, doctor services, circumcision, screening services for infants born at home, and necessary medical and surgery care including pediatrician's initial visit and hospital.

For A. & B. above, those covered routine/preventive services reflect some but not all covered services and may be subject to age, gender and frequency limits. Services must be billed as routine or preventive in order to be covered as stated.

C. Physician Office Services

D. Hospital Emergency Room Services

E. Urgent Care Facilities

F. Inpatient Care

G. Outpatient Care

H. Short-Term Therapies (Speech Therapy, Physical Therapy, Occupational Therapy, Spinal Manipulations and Adjustments)

I. Cardiac Rehabilitation

J. Pulmonary Rehabilitation

K. Durable Medical Equipment

L. Organ Transplant coverage

M. Fertility Testing and Related Services

N. Lasik Surgery

O. Chiropractic Visits payable up to 30 per year

P. Prescription Drug Coverage

* - The above list only highlights certain covered benefits. For a more extensive review, consult the employee Benefit Plan Description provided by the City's third party administrator.

APPENDIX D

FIRE TEST BIBLIOGRAPHIES 2002 BIBLIOGRAPHY MATERIALS FOR
PROMOTIONAL EXAMINATIONS**FAE**

- State of Nebraska Driver's Manual (current edition)
- Nebraska Manual for Commercial Driver's Licensing (current edition)
- IFSTA Essentials of Firefighting, 4th Edition
- IFSTA Aerial Apparatus Driver/Operator Handbook, 1st Edition
- IFSTA Pump Apparatus Driver/Operator Handbook, 1st Edition
- Omaha Fire Department Standard Operating Guidelines

CAPTAIN

- IFSTA Essentials of Firefighting, 4th Edition
- IFSTA Building Construction Related to the Fire Service, 2nd Edition
- IFSTA Fire Department Company Officer, 3rd Edition
- Safety and Survival on the Fire Ground (Vincent Dunn, Fire Engineering Books)
- Collapse of Burning Building: A Guide to Fire Ground Safety (Vincent Dunn)
- Emergency Care, 8th Edition (Brady)
- Omaha Fire Department Standard Operating Guidelines

BATTALION CHIEF

- Omaha Fire Department Standard Operating Guidelines
- Fire Union Contract
- Collapse of Burning Buildings: A Guide to Fire Ground Safety (Vincent Dunn)
- Emergency Care, 8th Edition (Brady)
- IFSTA Essentials of Firefighting, 4th Edition
- IFSTA Building Construction Related to the Fire Service, 2nd Edition
- Strategic & Tactical Considerations on the Fire Ground (James P. Smith, Brady Fire Books)
- Safety and Survival on the Fire Ground (Vincent Dunn, Fire Engineering Books)

APPENDIX E

SECTIONS 23-148, 23-151, AND 23-291 THROUGH 23-296
OF THE OMAHA MUNICIPAL CODE

DIVISION 3. COMPENSATION PLAN

Sec. 23-148. Same--Fire and police departments.

When a uniformed member of the fire or police department is paid at a rate which exceeds that at which such member's senior in rank, grade or class is being paid, such senior officer or officers shall be increased to the next higher step within the assigned pay range irrespective of the date of last increase. The effective date of such increase shall become the anniversary date for pay purposes each year thereafter until promoted or demoted. This provision shall not apply when a member has been reduced in pay, grade or class for disciplinary reasons or when he has not been granted a pay increase due to unsatisfactory performance; neither shall it apply when such condition is the result of use of the two-step salary increase provision.

(Code 1980, § 23-148; Ord. No. 35625, § 1, 6-19-01)

Sec. 23-151. Promotions, transfers and demotions.

In the case of promotion, the rate of the promoted employee shall be increased to that step in the new range which provides the nearest approximation to a five percent pay increase. In the case of transfer, the employee's rate will remain unchanged at the time of transfer. In the case of a demotion, the rate of the demoted employee shall be reduced only as necessary to bring his or her rate at the time of demotion within the range established for the class to which he or she is demoted.

(Code 1980, § 23-151; Ord. No. 35625, § 1, 6-19-01)

DIVISION 10. DISCIPLINARY ACTIONS

Sec. 23-291. Causes.

Any action which reflects discredit upon the service or is a direct hindrance to the effective performance of the city government functions shall be considered good cause for disciplinary action. The following are declared to be good cause for disciplinary action against any officer or employee of the city, though charges may be based upon causes and complaints other than those listed:

- (a) Habitual use of alcoholic beverages to excess or the use of narcotics;
- (b) Has been adjudged guilty of a crime involving moral turpitude, or infamous or disgraceful conduct;
- (c) Partaking of intoxicating beverages; or intoxication, while on duty;

- (d) Use of abusive or improper treatment to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody;
- (e) Offensive conduct or language toward the public or toward city officers or employees;
- (f) Insubordination;
- (g) Incompetence to perform the duties of his position;
- (h) Negligence in the care and handling of city property;
- (i) Violation of any lawful and reasonable official regulation made or given by his or her superior officer, where such violation or failure to obey amounted to an act of insubordination or a serious breach of proper discipline has resulted or might reasonably have been expected to result in loss or injury to the city, to prisoners of the city, or to the public;
- (j) Commission of acts or omissions unbecoming an incumbent of the particular office or position held, which render his or her reprimand, suspension, demotion or discharge necessary or desirable for the economical or efficient conduct of the business of the city or for the best interest of the city government;
- (k) Willful violation of any of the provisions of the City Charter or of this chapter;
- (l) Has induced or attempted to induce any officer or employee in the city service to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order, or has participated therein;
- (m) Solicitation or receipt from any person, or participation in, any fee, gift, or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons;
- (n) Use or attempted use of political influence or bribery to secure an advantage in an examination or promotion;
- (o) Failure to pay just debts due or owing or failure to make reasonable provision for the future payment of such debts, thereby causing annoyance to the city or his or her superiors or embarrassment to the service;
- (p) Absence from duty without leave contrary to the provisions of this chapter, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority;
- (q) Any cause specified in sections 23-7 through 23-9, 23-98 through 23-100 or 23-124 through 23-127.

Violation of the provisions of this section shall be punishable by reprimand, suspension, demotion, and/or dismissal. A copy of this section, with any amendments thereto, shall be submitted to each department head to be posted in such manner as will bring it to the attention of all employees of such department.

(Code 1980, § 23-291; Ord. No. 35625, § 1, 6-19-01)

Sec. 23-292. Admonishment.

A department head may admonish an employee for cause. Such admonishment may be either oral or in writing. If in writing, a signed copy shall be provided to the employee

and a signed copy shall be delivered to the ~~personnel~~human resources department for inclusion in the employee's personnel file. The written admonishment shall be removed from the employee's personnel file after a six-month period, providing the employee has not received any further disciplinary action during said period. An admonishment may not be appealed to the personnel board.

(Code 1980, § 23-292; Ord. No. 35625, § 1, 6-19-01; Ord. No. 37101, § 1, 8-9-05)

Sec. 23-293. Reprimand.

A department head may reprimand any employee for cause. Such reprimand shall be in writing and addressed to the employee. A signed copy shall be delivered to the ~~personnel~~human resources department for inclusion in the employee's personnel file.

(Code 1980, § 23-293; Ord. No. 35625, § 1, 6-19-01; Ord. No. 37101, § 1, 8-9-05)

Sec. 23-294. Suspension.

A department head may suspend any employee without pay for cause for a period or periods not exceeding 60 calendar days in any 12 months; however, no single suspension shall be for more than 30 calendar days; provided however, that an employee holding a position that is exempt according to the Fair Labor Standards Act shall not be suspended without pay for any period less than the employee's workweek. The department head shall notify the employee concerned and the director in writing not later than one day after the date the suspension is made effective. Such notice shall include the reasons for and the duration of the suspension.

(Code 1980, § 23-294; Ord. No. 33928, § 10, 7-30-96; Ord. No. 35625, § 1, 6-19-01)

Sec. 23-295. Demotion.

A department head may demote an employee for cause. A written statement of the reasons for any such action shall be furnished to the employee and a copy filed with the director at least 15 days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for employment in the lower class and such demotion shall not be made if any regular employee in the lower class will be laid off by reason of the action.

(Code 1980, § 23-295; Ord. No. 35625, § 1, 6-19-01)

Sec. 23-296. Dismissal.

A department head may dismiss for cause any regular employee under his jurisdiction by delivering at least 15 days before the effective date thereof a written statement of reasons to the employee concerned and to the director. If the department head, because of the reasons for the discharge, desires to make an immediate separation from the service, he may make a suspension without pay pending discharge. By so notifying the director in writing, such action shall automatically result in permanent separation at the end of the period of suspension. Suspensions pending discharge shall

not be subject to the limitations provided in section 23-294 of this Code. Any regular employee so dismissed shall have the right to appeal, in writing, within ten days of the date of receipt of the letter of dismissal, to the personnel board, and shall be granted a hearing as provided for in these rules.

(Code 1980, § 23-296; Ord. No. 35625, § 1, 6-19-01)

APPENDIX F

CITY PERSONNEL POLICY ON COMPUTER AND NETWORK USE

CITY PERSONNEL POLICY

**COMPUTER AND NETWORK USE – EMPLOYEE RIGHTS
AND PRIVILEGES**

Policy # 32

Approved by Personnel Board: 2/28/02 Cecil Hicks, Jr., Personnel Director

Approved by City Council: 8/27/02 Council President Chuck Sigerson

Pursuant to the Omaha Municipal Code, Section 23-65, the following is declared to be the policy of the City of Omaha. Please check the City's e-mail system in the Public Folders under Personnel Department for the latest amendments to this policy.

Definitions

These definitions shall apply to this policy:

“City computer(s)” shall mean all City of Omaha owned or operated computer hardware, software, data, networks, programs, systems, and related property, equipment or material.

“E-mail” shall refer to electronic messaging systems.

“MIS” shall refer to the Management Information Systems Division of the Administrative Services Department AND any authorized interdepartmental information system/computer units.

“User(s)” refers to all City employees, contractors, or permitted operators of the City computers.

“UserID” refers to a user's login initiation code and any corresponding passwords with that login code.

Purpose

The purpose of this policy is to set guidelines for users of the City computers. This policy is designed to balance the trust and responsibility of all users with the complexity and inter-relational aspects of the City computers.

Policy

City computers are the property of the City of Omaha. Users are required to comply with this policy, any applicable user manuals, applicable department/division manuals, and any other directives or policies involving City computers.

Any infraction of this policy, including any action that has brought or might bring public embarrassment to the City, may subject the violator to disciplinary action up to and including termination and possible criminal prosecution. There will be no tolerance of any behavior or usage of any City computer that violates the concept of basic human dignity in the workplace. This includes, but is not limited to, the sending or attempted sending of any e-mail or information that is harassing, obscene, and/or threatening to the recipient. All information stored on the City computers will be subject to all other City policies.

City computers are tools to be used by appropriate users. Use of City computers requires the user to employ courtesy, professionalism, and good judgment, and no City computer shall be used to play games or other entertainment programs unless approved by the user's supervisor. Should a User desire to use his computer for non-job related activities, he/she must get expressed consent from his/her supervisor. A supervisor shall approve or deny such a request based upon sound business principles (e.g. length of use, time of use, frequency of use, etc.). Users are responsible for all electronic mail, postings, or materials sent by them, and, as such, all messages should be accurate, appropriate, lawful, and limited to public information. Any attempt to forge, read, delete, copy, or modify the e-mail or Internet/Intranet communication of another user is prohibited. There shall be no use of the e-mail, Internet, or Intranet system to send unsolicited junk mail, "for-profit" messages, chain letters, or any other message that is inappropriate for a business setting or violates City policies. Departmental e-mail bulletin boards shall be governed by internal departmental policies.

Access to City computers to perform the job duties of the user is considered a privilege. A user should have no expectation of privacy in the use of City computers. All information stored and received on City computers is the property of the City by ownership or license.

Department heads or their designee(s) may apply for service accounts from MIS for their respective user(s). If MIS approves such applications, then MIS will create a service account for the user. Users are responsible for their userIDs. Users should not give their userID or password to anyone or use a userID or password that is not assigned to them unless authorized by MIS. Any attempt to use someone's userID or password by deceit or fraud or to disguise the identity of the account being used or who

is using that account is prohibited. Passwords are considered unique and confidential to the user and their protection is the responsibility of the user.

City computers should not be left unattended without first logging out. Failure to log out of a City computer is the responsibility of the user, and, as such, the user shall be held responsible for any actions that occur from his/her unattended City computer, whether the actions were done by the user or not.

No user should disclose, circulate, or transmit any City proprietary or confidential information on or through the use of City computers to any unauthorized party. Any breach of confidentiality by a user through the dissemination of City proprietary information will subject that user to disciplinary actions, up to and including termination.

In the event of problems with City computers, users should contact the help desk of MIS unless departmental policy, approved by MIS, dictates otherwise. Any unauthorized actions that damage or disrupt any City computer, alter City computer normal performance, or cause City computers to malfunction are a violation of this policy regardless of the location of the system or the length of time the network system is down.

No user shall run or install on a City computer any software, hardware, or network devices that are not the property of the City of Omaha without permission of MIS. No user should remove from City property programs or software owned by the City unless authorized by MIS. All City computer users are required to abide by the terms of all software licensing agreements and copyright laws. Any copying or making available on City computers of copyrighted materials without permission of the licensor is prohibited.

MIS must authorize any computer program or software owned by the City to be installed or run on any computer not owned by the City. No computers that are not City property shall be installed in any City offices or attached to any City networks unless authorized by MIS. Any non-City computers attached to City networks are subject to this policy.

Network Access

The City computers are shared by users every day for file and print services. Deleting, examining, copying, or modifying of files and/or data that is created by another user without his/her prior consent is prohibited. Any attempt to willfully introduce computer viruses or other disruptive or destructive programs into the City computers is prohibited.

Users have the responsibility to maintain and save documents, files, and information used by them on City computers. MIS, as administrator of the network system, will monitor the amount of storing space a user is consuming on the network. A user claiming excessive storage space on the network or saving application software on the network when it should be saved on a local drive is prohibited. Any user questions regarding where materials should be saved or the size and amount of materials saved

on the network should be submitted to the user's supervisor and MIS. MIS will have the right to disable any network accounts should systems and resources be viewed as compromised.

Electronic Mail

The City provides e-mail for many of its users as a way to facilitate communication.

The e-mail system and all e-mail messages and information retrieved, stored, and sent on or within the City computer network system is always considered to be the property of the City and may be subject to disclosure in litigation, subpoenas, or internal City investigations. Users have no right to privacy or confidentiality in their use of e-mail. The City may periodically, with or without cause or notice, monitor use of e-mail and inspect and read a user's e-mail.

The determination to read or monitor a user's e-mail shall be made by the user's supervisor, MIS, and the Labor Relations Director. MIS, in conjunction with a user's supervisor, has the right to recommend removal of a user's e-mail account based on the non-use or inappropriate use of that account. This policy regarding e-mail shall apply both to internal (i.e., City employee to City employee) and external (i.e., City employee to non-City employee) communication.

Internet/Intranet

The City provides Internet and Intranet access to many users as a tool to be used in the user's position. The City will periodically, with or without cause or notice, monitor use of the Internet/Intranet and inspect and read a user's Internet/Intranet records and downloaded materials. The determination to read or monitor a user's Internet/Intranet account shall be made by the user's supervisor, MIS, and the Labor Relations Director. Users have no right to privacy or confidentiality in their use of the Internet or Intranet. All users are restricted from any use of the Internet or Intranet to access, download, view, or copy any information that could be considered obscene, derogatory, harassing, inappropriate for the workplace, or in violation of City policies or applicable laws. If a user has any questions about the content or legality of information downloaded, received, or sent by and through the Internet/Intranet, then the user must immediately contact his/her supervisor. Any information a user posts or writes on or over the Internet or Intranet should be professional, accurate, and limited to public information. Any user involved in content generation on the City's official web site or through the Intranet must adhere to the administrative guidelines set by MIS. Any tampering, defacing, or destruction of information on the City's official web site or through the Internet/Intranet is prohibited.

Users should be on guard against fraud, scams, or viruses. Any improper or questionable information received or intercepted by a user, or any concerns that users

have about using their Internet/Intranet access, must be reported to MIS and the user's supervisor.

Remote Login

Supervisors must approve their Users to apply for remote login access with MIS. (See, FLSA Compliance Policy.) This remote login access will have a fee that will be paid by the department or user applying for this access. Users are required to follow MIS guidelines for proper network access through a remote login. The use of remote login access is subject to this policy, MIS guidelines, and all other applicable policies and manuals.

APPENDIX G

NEBRASKA AGE DISCRIMINATION ACT (Neb. Rev. Stat. §48-1001, et. seq.)

Section 48-1001. Unjust discrimination in employment because of age; policy; declaration of purpose.

- (1) The Legislature hereby finds that the practice of discriminating in employment against properly qualified persons because of their age is contrary to American principles of liberty and equality of opportunity, is incompatible with the Constitution, deprives the state of the fullest utilization of its capacities for production, and endangers the general welfare.
- (2) Hiring bias against workers over forty years of age deprives the state of its most important resource of experienced employees, adds to the number of persons receiving public assistance, and deprives older people of the dignity and status of self-support.
- (3) The right to employment otherwise lawful without discrimination because of age, where the reasonable demands of the position do not require such an age distinction, is hereby recognized as and declared to be a right of all the people of the state which shall be protected as provided in sections 48-1001 to 48-1009.
- (4) It is hereby declared to be the policy of the state to protect the right recognized and declared in subsection (3) of this section and to eliminate all such discrimination to the fullest extent permitted. Sections 48-1001 to 48-1009 shall be construed to effectuate such policy.

Section 48-1002. Terms, defined.

As used in sections 48-1001 to 48-1010, unless the context otherwise requires:

- (1) Person shall include one or more individuals, partnerships, limited liability companies, associations, labor organizations, corporations, business trusts, legal representatives, or any organized group of persons;
- (2) Employer shall mean any person having in his or her employ twenty-five or more individuals and includes the State of Nebraska, governmental agencies, and political subdivisions, regardless of the number of employees, any person acting for or in the interest of an employer, directly or indirectly, and any party whose business is financed in whole or in part under the Nebraska Investment Finance Authority Act but such term shall not include (a) the United States or (b) a corporation wholly owned by the government of the United States;
- (3) Labor organization shall mean any organization of employees which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms, or conditions of

employment, or for other mutual aid or protection in connection with employment;

- (4) Employee shall mean an individual employed by any employer; and
- (5) Employment agency shall mean any person regularly undertaking with or without compensation to procure employees for an employer or to procure for employees opportunities to work for an employer and includes an agent of such a person, but shall not include an agency of the United States, except that such term shall include the United States Employment Service and the system of state and local employment services receiving federal assistance.

Section 48-1003. Limitation on prohibitions; practices not prevented or precluded.

- (1) The prohibitions of sections 48-1001 to 48-1009 shall be limited to the employment of individuals who are at least forty years of age but less than seventy years of age.
- (2) Nothing contained in sections 48-1001 to 48-1009 shall be construed as making it unlawful for an employer, employment agency, or labor organization (a) to take action otherwise prohibited under the provisions of sections 48-1001 to 48-1009 when age is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business, or when the differentiation is based on reasonable factors other than age, such as physical conditions; or (b) to discharge or otherwise discipline an employee for good cause.

Section 48-1004. Unlawful employment practices; enumerated.

- (1) It shall be an unlawful employment practice for an employer:
 - a. To refuse to hire, to discharge, or otherwise to discriminate against any individual with respect to his terms, conditions, or privileges of employment, otherwise lawful, because of such individual's age, when the reasonable demands of the position do not require such an age distinction; or
 - b. To willfully utilize in the hiring or recruitment of individuals for employment otherwise lawful, any employment agency, placement service, training school or center, labor organization, or any other source, which so discriminates against such individuals because of their age.
- (2) It shall be an unlawful employment practice for any labor organization to so discriminate against any individual or to limit, segregate, or classify its membership in any way which would deprive or tend to deprive such individual of otherwise lawful employment opportunities, or would limit such employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment, or would affect adversely his wages, hours, or employment.

- (3) It shall be an unlawful employment practice for any employer or labor organization to discharge, expel or otherwise discriminate against any person, because he opposed any unlawful employment practice specified in sections 48-1001 to 48-1009 or has filed a charge or suit, testified, participated, or assisted in any proceeding under the provisions of sections 48-1001 to 48-1009.
- (4) It shall be an unlawful employment practice for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against any individual because of such individual's age, or to classify or refer for employment any individual on the basis of his or her age.

Section 48-1005. Violations; penalty.

Any person who violates any provision of sections 48-1001 to 48-1009 or who forcibly resists, opposes, impedes, intimidates, or interferes with such commission or any of its duly authorized representatives while engaged in its or his duties under sections 48-1001 to 48-1009 shall be guilty of a Class III misdemeanor. No person shall be imprisoned under this section except for a second or subsequent conviction.

Section 48-1006. Act, how cited.

Sections 48-1001 to 48-1009 may be cited as the Act Prohibiting Unjust Discrimination in Employment Because of Age.

Section 48-1007. Equal Opportunity Commission; enforcement; powers.

Sections 48-1001 to 48-1009 shall be administered by the Equal Opportunity Commission as established by section 48-1116. The commission shall have the power (1) to make delegations, to appoint such agents and employees and to pay for technical assistance, including legal assistance, on a fee-for-service basis, as it deems necessary to assist it in the performance of its functions under sections 48-1001 to 48-1009; (2) to cooperate with other federal, state, and local agencies, and to cooperate with and furnish technical assistance to employers, labor organizations, and employment agencies to aid in effectuating the purposes of sections 48-1001 to 48-1009; (3) to make investigations, to issue or cause to be served interrogatories, and to require keeping of records necessary or appropriate for the administration of sections 48-1001 to 48-1009; and (4) to bring civil action in its name in any court of competent jurisdiction against any person deemed to be violating any of the provisions of sections 48-1001 to 48-1009 to compel compliance with the provisions of sections 48-1001 to 48-1009 or to enjoin any such person from continuing any practice that is deemed to be in violation of sections 48-1001 to 48-1009. The commission may seek judicial enforcement through the office of the Attorney General to require the answering of interrogatories and to gain access to evidence or records relevant to the charge under investigation.

Section 48-1008. Alleged violation; aggrieved person; complaint; investigation;

Civil action, when; filing, effect.

Any person aggrieved by a suspected violation of the provisions of sections 48-1001 to 48-1009 shall file with the Equal Opportunity Commission a formal complaint in such manner and form prescribed by the commission. The commission shall make an investigation and may initiate an action to enforce the rights of such employee under the provisions of sections 48-1001 to 48-1009. If the commission does not initiate an action within thirty days after receipt of a complaint, the person aggrieved may bring a civil action in any court of competent jurisdiction for such legal or equitable relief as will effectuate the purposes of sections 48-1001 to 48-1009. Filing of an action by either the commission or the person aggrieved shall be a bar to the filing of the action by the other.

Section 48-1009. Court; jurisdiction; relief.

In any action brought to enforce the provisions of sections 48-1001 to 48-1009, the court shall have jurisdiction to grant such legal or equitable relief as the court may deem appropriate to effectuate the purposes of sections 48-1001 to 48-1009, including judgments compelling employment, reinstatement, or promotion, or enforcing liability for amounts deemed to be unpaid minimum wages or unpaid overtime compensation.

APPENDIX HPENSIONABLE EARNINGS AND COTA PAY CATEGORIES

<u>Earning ID Code</u>	<u>Earning</u>	<u>Pensionable Earnings for Employees Hired Before Legal Execution of the Contract</u>	<u>COTA Categories for Employees Hired Before Legal Execution of the Contract</u>	<u>Pensionable Earnings for Employees Hired After Legal Execution of the Contract (Regular Pay Only)</u>
001	Regular Pay	Y	N	Y
005	Suspended With Pay	Y	N	Y
010	Administrative Leave	Y	N	Y
017	Sick Leave Used	Y	N	Y
020	Annual Leave Used	Y	N	Y
032	Jury Duty	Y	N	Y
033	Election Duty	Y	N	Y
040	Limited Duty	Y	N	Y
043	Injured On Duty	Y	N	Y
044	WC Sick Leave Used	Y	N	Y
045	Military Leave	Y	N	Y
046	Working Out Of Class	Y	N	Y
047	Funeral Leave	Y	N	Y
048	Union Business	Y	N	Y
049	Union Education	Y	N	Y
211	Raise Adjustment	Y	N	Y
220	Annual Leave Bonus	Y	N	Y
320	Birthday	Y	N	Y
330	Longevity	Y	N	Y
① 415	Court Time Straight	Y	Y	N
① 416	Court Time And Half	Y	Y	N
420	Holiday Straight	Y	N	Y
① 421	Holiday Time And A Half	Y	Y	N
① 422	Call-In Min Manpower	Y	Y	N
① 423	Overtime 1 0	Y	Y	N
① 424	Overtime 1 5	Y	Y	N
① 425	Call In Straight	Y	Y	N
① 426	Call In Time And A Half	Y	Y	N
429	FLSA Pay Cur Yr	Y	N	N
430	FLSA Working Out of Class	Y	N	N
450	Haz Matt – Assigned	Y	N	Y
451	Fire Invest Pay Cert	Y	N	Y
452	Paramedic Pay Cert	Y	N	Y
453	Paramedic Pay Assigned	Y	N	Y
454	EMT I Pay	Y	N	Y

<u>Earning ID Code</u>	<u>Earning</u>	<u>Pensionable Earnings for Employees Hired Before Legal Execution of the Contract</u>	<u>COTA Categories for Employees Hired Before Legal Execution of the Contract</u>	<u>Pensionable Earnings for Employees Hired After Legal Execution of the Contract (Regular Pay Only)</u>
456	Haz Matt Certified	Y	N	Y
457	Paramedic – Student	Y	N	Y
458	Paramedic Squad	Y	N	Y
459	Bureau Pay	Y	N	Y
460	Rescue 32	Y	N	Y
461	Bureau Paramedic	Y	N	Y
462	Special Ops Pay – Level 2	Y	N	Y
517	Family Sick Leave Used	Y	N	Y
②	520 Comp Used	Y	Y	Y
602	College Incentive BA	Y	N	Y
603	College Incentive MA	Y	N	Y
604	Fire Prot Tech Degree	Y	N	Y
625	Comp Accrual	N	N	N
626	Comp Acc Call In 1.0	N	N	N
627	Comp Acc Call In 1.5	N	N	N
628	Comp Acc Court 1.0	N	N	N
629	Comp Acc Court 1.5	N	N	N
630	Comp Acc Fire Callback	N	N	N
①	720 Comp Payoff	Y	Y	N
②	820 Prior Comp Used	Y	Y	Y
①	840 Prior Year Comp Payoff	Y	Y	N
862	FMLA Exempt Sick	Y	N	Y
863	FMLA Exempt Annual	Y	N	Y
②	864 FMLA Comp Used	Y	Y	Y
865	FMLA Sick Used	Y	N	Y
866	FMLA Annual Used	Y	N	Y
920	Holiday Not Worked	Y	N	Y

Notes: ① These earnings are considered as COTA for the purposes of the pension calculation. (These hours are added together.)

② These earnings are considered as comp time used for purposes of the COTA portion of the pension calculation. (These hours subtract from hours added above.)