

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 19, 2013 AGENDA

Subject:	Type:	Submitted By:
COLLECTIVE BARGAINING AGREEMENT — LA VISTA FRATERNAL ORDER OF POLICE	<input checked="" type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared to approve the proposed Collective Bargaining Agreement between the City of La Vista and the La Vista Fraternal Order of Police, Lodge No. 28 for FY 2013 and FY 2014 and authorizing the Mayor to execute said agreement. Amendments to the Compensation Ordinance have additionally been prepared.

FISCAL IMPACT

The proposed agreement provides the following increases in the hourly wage rates for both Police Officers and Sergeants:

- FY 2013 — 2%
- FY 2014 — 2%

The FY 12/13 municipal budget contains funding for the FY2013 wages.

RECOMMENDATION

Approval.

BACKGROUND

The existing Collective Bargaining Agreement with the La Vista Fraternal Order of Police expired on September 30, 2012. The terms of a new agreement have been negotiated and a copy is attached for your consideration. This also assumes that wages would be retroactive to the beginning of FY13 which was on October 1, 2012.

A letter of understanding is also included which clarifies that the sick leave policy in the Personnel Manual applies to the La Vista Fraternal Order of Police also. This does not require formal action but is included for your information.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FISCAL YEAR 2013 AND FISCAL YEAR 2014 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of La Vista has recognized the La Vista Police Officers Association for the purpose of collective bargaining by Resolution No. 78-020; and

WHEREAS, the La Vista Police Officers Association is now a member of and affiliated with the Fraternal Order of police and is known as the La Vista Fraternal Order of Police Lodge No. 28 ("LVFOP"); and

WHEREAS, the City Administrator and the LVFOP's appointed negotiating team have reached a tentative agreement as authorized by and in accordance with Resolution No. 78-020;

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on March 12, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska, does hereby accept the terms of the negotiated agreement and authorizes the Mayor of the City of La Vista, Nebraska, to execute the same on behalf of the City subject to approval of form by the city attorney and city administrator.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2012.

PASSED AND APPROVED THIS 19TH DAY OF MARCH, 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. 4486

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$4,320.00 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$10,800.00 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. City Administrator	215
City Clerk	205
City Engineer/Asst. Public Works Director	210
Community Development Director	210
Finance Director	210
Fire Chief	210
Library Director	205
Police Chief	215
Public Buildings and Grounds Director	200
Public Works Director	215
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	Range
Asst. to City Administrator	180
Asst. Golf Superintendent	140
Asst. Recreation Director	175
Chief Building Official	175
Community Relations Coordinator	150
Deputy City Clerk/Office Manager	165
Golf Course Services Manager	165
Golf Course Superintendent	175
Human Resources Generalist	165
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Planner	175
Police Captain	190
Program Coordinator	160
Street Superintendent	180

Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100 and Table 400, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Accountant	145
Accounting Clerk	130
Administrative Assistant	130
Mechanic	140
Building Inspector I	140
Building Inspector II	160
Code Enforcement Officer	130
Executive Assistant	140
Fire Training Officer	165
Foreman – B&G	160
Librarian II – Computer/Reference Services	160
Librarian I	140
Maintenance Worker I	130
Maintenance Worker II	140
Park Foreman	165
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	120
Public Buildings & Grounds MWI	125
Public Buildings & Grounds MWII	130
Secretary II	125
Secretary/Receptionist	120
Sewer Foreman	165
Street Foreman	165
Shop Foreman	165

Section 7. Part-Time and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 22 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range
Assistant Pool Manager	100
Circulation Clerk I	100
Circulation Clerk II	115
Clerical (PW)	100
Custodian	100
Evidence Technician	130
HR Clerical Assistant	115
Intern/Special Projects	115
Lifeguard	100
Pool Manager	110
Recreation Supervisor	100
Seasonal GC Clubhouse & Grounds	100
Seasonal PW All Divisions 1-5 Years	100
Seasonal PW All Divisions 5+ Years	110
Shop Assistant	100
Special Services Bus Driver	110
Temporary/PT Professional (PW)	160

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council:

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 22 of this Ordinance. The base factor for fiscal year 2013 shall be set at two percent (2%).

Section 9. Certification Incentive Pay for Chief Building Official and Building Inspectors. Employees of the City in the positions of Chief Building Official and Building Inspector are eligible to receive a one-time only incentive payment of \$1,000 for each certification obtained in an applicable construction field/trade. Such payment must be approved by the City Administrator.

Section 10. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 11. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 12. Longevity Pay for Salaried Full-Time Employees and Hourly Paid Full-Time Employees, Including Police Employees. Employees of the City in the positions set forth in Section 3 and Table 400 of this Ordinance shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Section 3 and Table 400 of this Ordinance, rounded to the nearest whole cent:

Length of Service	Allowance Per Hour
Over 7 Years	2.00% (or .02)
Over 10 Years	2.75% (or .0275)
Over 15 Years	4.00% (or .04)
Over 20 Years	4.50% (or .0450)

Section 13. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 14. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 15. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, 2009-2012 through September 30, 2012-2014," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 15.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall

an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.

- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 15.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 17 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$120.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Public Works employees shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked on the Saturday and Sunday of the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned on said Saturday and Sunday.

Section 16. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 17. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at 11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 18. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 19. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the

Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 20. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 21. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 15, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section 22. Wage Tables.

Table 100
Salaried Exempt Employees
Hourly Non-Exempt Employees

Range			Range				
		Minimum		Minimum	Maximum		
100	Hourly	9.27	12.04	145	Hourly	16.88	21.92
	Monthly	1,607	2,087		Monthly	2,926	3,799
	Annual	19,282	25,043		Annual	35,110	45,594
110	Hourly	11.38	14.78	150	Hourly	17.73	23.03
	Monthly	1,973	2,562		Monthly	3,073	3,992
	Annual	23,670	30,742		Annual	36,878	47,902
115	Hourly	12.24	15.90	160	Hourly	19.45	25.26
	Monthly	2,122	2,756		Monthly	3,371	4,378
	Annual	25,459	33,072		Annual	40,456	52,541
120	Hourly	13.16	17.09	165	Hourly	20.72	26.91
	Monthly	2,281	2,962		Monthly	3,591	4,664
	Annual	27,373	35,547		Annual	43,098	55,973
125	Hourly	14.16	18.39	175	Hourly	24.42	31.71
	Monthly	2,454	3,188		Monthly	4,233	5,496
	Annual	29,453	38,251		Annual	50,794	65,957
130	Hourly	14.65	19.02	180	Hourly	27.06	35.15
	Monthly	2,539	3,297		Monthly	4,690	6,093
	Annual	30,472	39,562		Annual	56,285	73,112
140	Hourly	16.03	20.81	190	Hourly	33.44	43.44
	Monthly	2,779	3,607		Monthly	5,796	7,530
	Annual	33,342	43,285		Annual	69,555	90,355

Table 200
Management Exempt Employees

Range			Minimum		Maximum
		Hourly	Monthly	Annual	
200	Hourly	34.21		43.65	
	Monthly	5,930		7,566	
	Annual	71,157		90,792	
205	Hourly	35.53		45.35	
	Monthly	6,159		7,861	
	Annual	73,902		94,328	
210	Hourly	37.81		48.14	
	Monthly	6,554		8,344	
	Annual	78,645		100,131	
215	Hourly	41.14		52.50	
	Monthly	7,131		9,100	
	Annual	85,571		109,200	

Table 400						
Classification: FOP Collective Bargaining						
Hourly Non-Exempt						
Range	A	B	C	D	E	F
426	Hrly			32.67	34.02	36.18
				5,863	5,896	6,271
				67,955	70,755	75,253
423	Hrly	21.42	22.86	25.12	26.59	29.02
		3,713	3,962	4,355	4,609	5,030
		44,554	47,545	52,255	55,310	60,360
						63,499

Section 23. Repeal of Ordinance No. 44831186. Ordinance No. 4483-1186 originally passed and approved on the 4th 2nd day of September October 2012 is hereby repealed.

Section 24. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 25. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 2ND-19TH DAY OF OCTOBER-2012MARCH 2013.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, GCMC
City Clerk

**AMENDED AGREEMENT
BETWEEN THE LA VISTA FRATERNAL ORDER OF POLICE
LODGE NO. 28
AND
THE CITY OF LA VISTA, NEBRASKA**

FYE 2013 and 2014

OCTOBER 1, 2012– SEPTEMBER 30, 2014

Table of Contents

Preamble	4
Article 1 — Definitions	5
Article 2 — LVFOP Recognition	6
Article 3 — Bulletin Board and Ballot Boxes.....	7
Article 4 — LVFOP Activity.....	7
Article 5 — Check Off	8
Article 6 — Employee Rights	9
Article 7 — Disciplinary Action.....	11
Article 8 — Seniority	11
Article 9 — Grievance procedure.....	12
Article 10 — Uniforms and Equipment	14
Article 11 — Overtime.....	15
Article 12 — Leave Provisions	19
Article 13 — Holidays, Personal Leave and Birthdays	23
Article 14 — Vacations	25
Article 15 — Wages.....	27
Article 16 — Longevity Pay	27
Article 17 — Health, Dental and Life Insurance	28
Article 18 — Duty Shifts.....	29
Article 19 — Educational Assistance Program	30
Article 20 — Personnel Manual and Current Compensation Ordinance	32
Article 21 — Field Officer Training Pay	32
Article 22 — Out of Class Pay	32
Article 23 — Safety Committee	33
Article 24 — Drug Testing Policy.....	33
Article 25 — Savings Clause	33

Article 26 — Transition Provisions and Duration of Agreement.....	34
APPENDIX A — Authorization for Payroll Deduction	35
APPENDIX B	36
APPENDIX C	37

Preamble

WHEREAS, the LVFOP has been recognized as set forth in Article 2 hereof as the sole and exclusive bargaining agent for certain employees of the Police Department of the City of La Vista, Nebraska; and

WHEREAS, this Agreement has as its purposes the promotion of harmonious relations between the City and the LVFOP, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and their conditions of employment respecting certain employees of the City.

NOW, THEREFORE, the parties agree as follows:

Article 1 — Definitions

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions hereafter set forth, unless the context otherwise requires.

- (A) **Department** shall mean the Police Department of the City of La Vista.
- (B) **Employee** shall mean any employee of the Police Department of the City of La Vista, Nebraska, excluding the Chief of Police, those persons holding the rank of captain or above, and those other persons excluded under Article 2, Section 1 of this Agreement.
- (C) **Department Head** shall mean the duly appointed Chief of the Police Department of the City of La Vista, Nebraska.
- (D) **Personnel Board** shall mean the duly appointed Personnel Board of the City of La Vista, Nebraska.
- (E) **City Administrator** shall mean the duly appointed City Administrator of the City of La Vista, Nebraska.
- (F) **Personnel Manual** shall mean the Personnel Manual of the City of La Vista, Nebraska, dated February 6, 1996, as heretofore or hereafter amended.
- (G) **City** shall mean the City of La Vista, Nebraska.
- (H) **LVFOP** shall mean the La Vista Fraternal Order of Police Lodge No. 28.
- (I) **Current City Compensation Ordinance** shall mean the Ordinance adopted by the City Council of the City of La Vista, Nebraska, which establishes the rates of compensation of employees of the City, and which is in effect on the date hereof, but including any amendments hereafter adopted thereto.
- (J) **City Council** shall mean the City Council of the City of La Vista, Nebraska.
- (K) **Mayor** shall mean the Mayor of the City of La Vista, Nebraska.
- (L) **Law Enforcement Employees** shall mean employees covered by this Agreement who hold the rank of sergeant or police officer.
- (M) **Fiscal Year** shall mean the fiscal period commencing October 1 and ending September 30.

Article 2 — LVFOP Recognition

Section 1. The City recognizes the LVFOP as the exclusive bargaining representative for those police employees of the City holding the following regular full-time positions:

Sergeant
Police Officer

excluding, however, all supervisory, confidential, seasonal, temporary, CETA and part-time employees.

Section 2. The intent of City Council Resolution No. 78-020, pursuant to which the LVFOP has heretofore been granted bargaining recognition by City, is fully preserved by this Agreement, including the express intent thereof that no management right or prerogative or policy shall be the subject of negotiations. The inclusion herein of any matter of management right, prerogative or policy shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or in any manner be deemed a waiver of the stated intent of Council Resolution No. 78-020.

Section 3. The mandatory or permissive nature of any subject, matter or issue included in or treated in this Agreement is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from treatment or inclusion of such subject herein. The inclusion of any subject, matter or issue herein shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the City's management prerogative or right in respect thereto.

Article 3 — Bulletin Board and Ballot Boxes

Section 1. The City shall permit the LVFOP to use one bulletin board, designated by the Chief of Police, in the break room, for posting of notices of LVFOP meetings and elections, reports of LVFOP committees and other notices or announcements that may be of benefit or interest to the employees.

Section 2. Posted materials shall not contain anything political or discriminatory or reflect adversely upon the City or any of its employees. The bulletin board provided shall be for the exclusive use of the LVFOP.

Section 3. The City will permit the LVFOP to use the LVFOP's own ballot box in the break room for LVFOP balloting or elections. No employee shall participate in any LVFOP election in any manner during his/her tour of duty.

Article 4 — LVFOP Activity

Section 1. The LVFOP agrees that its members, agents, and representatives will not solicit membership in the LVFOP or otherwise carry on LVFOP activity during working hours except as otherwise permitted by this Agreement.

Section 2. Employees may use their individual vacation days or personal leave days for the purpose of attending conventions, educational conferences or conducting LVFOP business, subject to the needs of the Department with respect to the scheduling of vacations and required manpower. The City shall not refuse personal leave days off or vacation time off solely because the employee intends to use such days for the purposes stated above.

Article 5 — Check Off

Section 1. The City shall deduct LVFOP dues from the pay of each employee covered by this Agreement; provided, that at the time of such deduction there is in the possession of the City a current and 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. Such authorization may be revoked, in the manner set forth in **Section 3** of this Article, by the employee at any time by giving written notice thereof to the City. The City shall deduct such dues from the pay of employees who have executed such assignments and remit such withholdings to the Union on either a monthly or bi-weekly basis, at the City's option. Such withholdings shall be remitted to the duly designated LVFOP official by the City within ten (10) days following the issuance of pay warrants for the pay period respecting which the City, at its option, elects to deduct such withholdings in accordance with the foregoing. The LVFOP shall advise the City in writing of the name and address of the designated LVFOP official to whom the City should remit amounts so withheld.

Section 2. Previously executed and unrevoked written check off authorizations shall continue to be effective respecting employees reinstated or returning to work following layoff, leave of absence, or suspension, not exceeding six months. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective. If an employee is on any form of paid leave of absence, the City shall continue to withhold union dues during such absence unless the assignment respecting the same has been or is revoked in the manner provided herein.

Section 3. Written revocations of check off authorizations shall not be effective unless received by the City Clerk at least two (2) weeks prior to the first pay date upon which such revocation is to take effect.

Section 4. At the time of execution of this Agreement, the LVFOP shall advise the City in writing of the exact amount of regular monthly LVFOP dues. If, subsequently, the LVFOP requests the City to deduct additional monthly LVFOP dues, such request shall be effective only upon written assurance by the LVFOP to the City that the amounts requested are regular monthly LVFOP dues duly approved in accordance with the LVFOP's constitution and by-laws.

Section 5. The City agrees to provide this service without charge to the LVFOP.

Section 6. The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the City fails to make a deduction for any employee as above provided, it shall make such deduction from the employee's next pay period in which LVFOP dues are normally deducted, but only if written notification by the LVFOP has been given to the City in time to permit such deduction. If the City makes an overpayment to the LVFOP, the City shall deduct that amount from the next remittance to the LVFOP. If the City inadvertently makes a dues deduction from the pay of an employee who has not authorized said deduction or who has revoked said authorization in accordance with **Section 3** of this Article, the LVFOP agrees to refund said deduction to the affected employee or to the City, on demand, or the City may withhold the amount of same from a subsequent remittance to the LVFOP. The LVFOP agrees to indemnify and hold the City harmless against any and all claims, suits, orders, judgments, loss or liability arising as a result of any action taken or not taken by the City under the provisions of this Article.

Article 6 — Employee Rights

Section 1. Any employee may request of the City Clerk the opportunity to review his/her personnel file during normal business hours at City Hall in the presence of appropriate personnel and any employee may request of the Chief of Police the opportunity to review his/her Departmental file, if maintained by the Department, during normal business hours at the Police Department in the presence of appropriate personnel. An employee shall not be entitled to review any materials that relate to any investigation that has not yet been completed or that relate to any potential disciplinary or other matter that has not yet been concluded.

Section 2.

- (A) Any employee who is the subject of a complaint filed with the La Vista Police Department shall be given a copy of the complaint after it is received by the management of the Department (except where notification to the employee could jeopardize an investigation) as soon as possible. The employee shall respond thereto after receipt of such notification if such a response is requested by the Department.
- (B) The employee may request the presence of an LVFOP representative or LVFOP-designated counsel (“Advisor”) during any questioning of the employee regarding a citizen complaint or other internal affairs investigation matter. Such assistance or representation shall be allowed only in a situation in which the employee reasonably believes the investigation might lead to disciplinary action against the employee. The City shall have no duty to advise the employee of the right to make such a request, and the employee may withdraw the request at any time. The Advisor may assist and counsel the employee, and may offer input to the process and issues, but may not obstruct the City’s investigation or the questioning of the employee. If the City reasonably considers that the Advisor is obstructing the City’s investigation or questioning of the employee, the City may exclude the Advisor for the remainder of the investigation or questioning of the employee; provided, that if the City so excludes the Advisor, the employee shall be entitled to request the presence of another LVFOP representative or LVFOP-designated counsel to serve as the Advisor, subject to all of the requirements and procedures of this subsection (B), during the remainder of the investigation or questioning of the employee. The employee shall not be entitled to have more than one person present as an Advisor under this provision. The City is not required to postpone a requested interview for more than ninety (90) minutes to await the arrival of the employee’s requested Advisor and, after having waited ninety (90) minutes after the employee first informs the City that the employee would like for an Advisor to be present, or after having waited ninety (90) minutes after the employee first informs the City that the employee would like for a substitute Advisor to be present following exclusion by the City of the initial Advisor, the City may require the employee to submit to the questioning or investigation.
- (C) The City shall notify the employee in writing of the final disposition of the complaint.

Section 3. Interviews of employees shall be conducted during a regular tour of duty of the employee, if possible. If same is not possible, interviews shall be scheduled at such times as will not unduly inconvenience the employee. Time spent by an employee who is interviewed outside his or her regular

tour of duty will be considered hours worked by the employee, for purposes of Article 11 of this Agreement, unless the employee is under investigation regarding a possible criminal offense.

Section 4. Whenever a citizen complaint has been filed against an employee, and an investigation by the La Vista Police Department of such complaint has uncovered insufficient evidence to either prove or disprove either the citizen's complaint or the employee's explanation of the incident, it shall then be the right of the complaining citizen to request a polygraph examination of himself/herself or others, to be administered by a polygraph examiner employed or retained by the La Vista Police Department, if such citizen wishes to continue processing his or her complaint. In such event, if the citizen's or the other person's polygraph examination shows the complaining person or witness to be non-deceptive as to the relevant facts of the complaint, then the employee against whom complaint is made may be compelled to submit to a polygraph examination regarding the investigation.

Section 5. If an employee has not received a written reprimand for a period of three (3) years, he/she may request that all reprimands over three (3) years old be removed from his/her file maintained by the City. No copies or notations of removed reprimands shall be maintained in any personnel files of the City.

Section 6. Any files or records maintained by the City which involve charges or complaints which shall be found not to be sustained, shall thereupon immediately be removed from that employee's personnel file. This shall be the responsibility of the City Clerk.

Section 7. The City may maintain indefinitely an administrative file of complaints against employees, to track the nature of complaints, summary of findings of investigations, and final actions taken, if any, in response to complaints. The administrative file will be maintained separately from employee personnel files. Material more than two (2) years old maintained in the administrative file will not be used against the employee in City disciplinary action or employee evaluation and promotional decisions.

Section 8. Where an employee has had a complaint sustained against him/her through an investigation by the La Vista Police Department, it shall be kept as a part of his/her file for no more than three (3) years from the date of the complaint; provided, that if the employee is found, on the basis of another complaint made within such three (3) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional three (3) years. At the end of the retention or extended retention period described herein, the sustained complaint and all other accompanying documentation shall be removed from the employee's file, at the request of the employee to the Human Resources Office.

Section 9. Press releases concerning internal investigations shall not be issued by either the City or the LVFOP without prior notice to the other party that a press release is to be issued.

Section 10. If a complaint against an employee covered under this Agreement is found to be a false complaint, the Police Chief will review such case to determine if criminal charges are applicable.

Article 7 — Disciplinary Action

Section 1. Suspension. An employee covered by this Agreement may, for cause, be suspended without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) consecutive months. However, no single suspension shall be for more than thirty (30) calendar days. Whenever a suspension is to be imposed without prior action by the Civil Service Commission, the employee shall be notified in writing of same not later than one (1) day before the suspension period is to commence. Such notice shall include the reasons for and the duration of the suspension.

Section 2. All other sections of the City of La Vista Personnel Manual relating to disciplinary action, not in conflict with this Agreement are, by this reference, incorporated into this Agreement.

Section 3. The provisions of Chapter 19, Article 18, of the Nebraska Revised Statutes, ("Civil Service Commission"), and the City's ordinance and regulations pertaining to the City's Civil Service Commission, as previously or hereafter amended, are incorporated into this Agreement by reference, and shall supersede any provision or provisions hereof inconsistent therewith.

Article 8 — Seniority

Section 1. Seniority shall be based on continuous length of service in a classification without break or interruption, except as provided for in Section 2 of this Article. Any suspension for disciplinary purposes, absence on authorized leave with pay, or absence on authorized leave without pay for sixty (60) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Section. Unless otherwise prohibited by law, any layoff or authorized absence without pay for more than sixty (60) calendar days shall result in a deduction from seniority of all time on leave or layoff.

Section 2. Seniority shall commence from the date an employee initially enters a classification. In the event an employee is demoted, whether voluntarily or involuntarily, the employee's seniority in the lower classification shall be retroactive to his/her initial date of entry into that classification. In the event two (2) employees are hired on the same date, the ranking by the Civil Service Commission shall determine their order of hiring for seniority purposes.

Section 3. A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by employees; provided, that the seniority list shall be revised and updated at the end of each fiscal year and a copy of same shall be transmitted to the LVFOP.

Article 9 — Grievance Procedure

Section 1. There shall be a grievance procedure under this Agreement, which shall be the grievance procedure set forth in the Personnel Manual, with the following modifications:

- (A) A grievance under this Agreement is defined to be any dispute concerning the interpretation or application of a specific and express provision of this Agreement relating to wages, fringe benefits, or working conditions. A grievance under this Agreement may not be filed respecting personnel actions subject to the jurisdiction of the Civil Service Commission of the City.
- (B) Unless a grievance is presented to the employee's immediate supervisor within twenty (20) calendar days after the grievant is or should have been aware of the occurrence of the event giving rise to the grievance, the grievance will be presumed to have been waived. The immediate supervisor shall respond to a duly filed grievance from an employee under his/her supervision in writing within twenty (20) calendar days after receipt of the grievance. Within twenty (20) calendar days after receiving the decision of the employee's immediate supervisor on the grievance, the employee, if dissatisfied with such decision, shall appeal said supervisor's disposition of such grievance by presenting such grievance in written form to the employee's Department Head, or the grievance will be presumed to have been waived. The Department Head shall respond in writing to the employee within twenty (20) calendar days after receipt of the appeal of such grievance from the employee.
- (C) Within twenty (20) calendar days after receiving the decision of the Department Head on the grievance, the employee, if still dissatisfied with such decision, shall appeal such decision by presenting the grievance in written form to the City Administrator, or the grievance will be presumed to have been waived. The City Administrator shall respond in writing to the employee within twenty (20) calendar days after the Administrator's said receipt of the grievance from the employee. The City Administrator's decision on a grievance, as defined in and subject to this Agreement, appealed to him or her, shall not be final. Appeal from the decision of the City Administrator on an appealed grievance may be taken by the aggrieved employee to the Personnel Board within seven (7) calendar days after receiving notice of the City Administrator's decision thereon. Such appeal shall be in writing and shall be delivered to the chairperson of the Personnel Board within the time permitted by this subsection to initiate the appeal. The Personnel Board shall meet within forty-five (45) calendar days after receipt of the grievance and shall issue a written decision on the appealed grievance within thirty (30) calendar days after the conclusion of said meeting.
- (D) Each party reserves the right to litigate a question presented by a grievance in any court of competent jurisdiction in the event such party shall not be satisfied with the resolution of the grievance by the Personnel Board. However, no such litigation may be maintained until all available steps under this grievance procedure have been pursued and exhausted.
- (E) The time limits provided for in this grievance procedure shall be strictly construed and the failure of any moving party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate.

- (F) An aggrieved employee shall have the right to process his/her grievance individually, by the LVFOP and/or by an attorney at law.
- (G) An employee may draft a response within ten days of receipt of a written reprimand or a performance evaluation. The response shall be attached to all copies of the relevant written reprimand or performance evaluation, but the reprimand or performance evaluation shall not be grievable under this grievance procedure.

Article 10 — Uniforms and Equipment

Section 1. The City shall provide and replace sufficient uniforms for uniformed employees where uniforms are required.

Section 2. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to eleven (11) two-piece uniform sets per calendar month per employee who is required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service, and to no other service provider.

Section 3. The City will pay, directly to the service provider and not to the employee, the service provider's charges for cleaning up to five (5) two-piece civilian clothing sets per calendar month per employee who is not required to wear uniforms during the major portion of his or her working time during such calendar month. This applies only to the service provider designated by the City to provide such service and no other service provider. "Two-piece civilian clothing sets" as used herein shall be deemed to mean suits, slacks and jacket, or skirt and jacket, which normally require dry cleaning or professional laundering rather than home laundering. If an employee wears both uniforms and civilian clothing sets during the calendar month, the employee shall be entitled to this benefit, but only to the extent of a maximum total of five (5) sets of clothing per calendar month, whether such sets of clothing be uniform sets, civilian clothing sets, or some combination thereof, totaling five (5) or less sets per calendar month.

Section 4. The City shall provide all required police equipment for all uniformed and non-uniformed employees. If approved by the Chief of Police, uniformed and non-uniformed employees may, at their own expense, purchase and utilize optional or alternative equipment.

Section 5. The City shall provide each police officer and sergeant with protective body armor for the use of such employee, which protective body armor shall remain the property of the City.

Section 6. The City shall provide regular replacement of City-provided articles as necessary for wear or damage, or loss of uniforms or equipment occurring in the performance of duties by employees, subject to the availability of budgeted funds.

Article 11 — Overtime

Section 1. The City will pay law enforcement employees overtime at the rate of one and one-half times the employee's contractual hourly rate for all hours worked in excess of 80 hours by the employee during a work period. Each "work period" shall consist of 14 consecutive calendar days, which days shall coincide with the established pay periods.

Section 2. For the purposes of this Article 11, an employee's "contractual hourly rate" shall be the hourly rate shown respecting such employee on Appendix B, increased by any amounts due to the employee under Article 10, Section 6 (Plain Clothes Replacement Allowance), Article 15, Section 2 (Investigator/Crime Prevention Officer/School Resource Officer/K-9 Officer), Article 16 (longevity pay), and Article 19, Section 3 (advanced educational incentive).

Section 3. For purposes of this Article 11, "hours worked" shall include:

- (A) "Report-In" Time;
- (B) Time the employee spends working at the Police Station or on patrol or at his or her designated duty station or duty location, as scheduled or at the request of Departmental officers;
- (C) Attendance at Departmental training sessions or other Departmental meetings during the employee's off-duty hours, when the City requires the employee to attend same;
- (D) Call-outs for work during an employee's off-duty hours.
- (E) Time spent on officially designated "standby" status. Time spent on "standby" shall not be considered hours worked if, while on standby status, the employee is free to pursue and engage in personal pursuits subject only to the requirements to remain sober, to remain within a 30-mile radius of La Vista City Hall, and to remain able to be contacted, if necessary, by telephone or radio.
- (F) Meal breaks during the duty shift of law enforcement employees, since it is understood that law enforcement employees are on call and not completely relieved from duty during such meal breaks.
- (G) Required time spent during an employee's normal off duty hours, at the request of City officials or the County Attorney's office, attending court proceedings as a witness or in any other capacity related to his/her official duties. All witness fees received by employees, with respect to court appearances for which the employee is paid hereunder by the City, shall be paid over to the City Clerk by the employee. If an employee's scheduled court appearance, falling on the employee's off-duty hours, is canceled after 5:00 p.m. on the business day prior to the scheduled court appearance, the employee shall be paid for two hours pay at the employee's regular rate of pay, but such two hours shall not be considered "hours worked" by the employee.

- (H) Required time spent, during an employee's normal off-duty hours, attending conferences with City or County attorneys, at the request of the latter, concerning City business or concerning court proceedings in which the employee is involved in an officially-related capacity.
- (I) Time spent in attendance at non-Departmental training sessions during the employee's off-duty hours, when the City requires the employee to attend same. Only the actual training time shall be considered hours worked under this subsection.
- (J) Pre-approved paid leave taken by employees shall be considered hours worked in computing overtime, provided, however, that personal leave taken, birthday leave taken, field training officer leave time earned and taken, wellness leave time earned and taken, and funeral leave taken shall not be considered as hours worked in computing overtime. Pre-approved for the purposes of this subsection, in the case of vacation leave, shall mean leave approved prior to the beginning of the work period, and in the case of sick leave, shall mean sick leave utilized in compliance with the applicable personnel rules.
- (K) Required time spent, during an employee's normal off-duty hours, conducting official business on the telephone with City officials, at the request of the latter, concerning City business in which the employee is involved in an officially-related capacity. Only phone calls in excess of 8 (eight) minutes in length shall be considered hours worked.

Section 4. Travel time shall not be considered "hours worked" unless:

- (A) The employee has commenced a shift or other period of service by initially reporting to the police station and has then traveled from and returned to the police station, prior to completion of such service. (In such event, only the latter type of travel shall constitute hours worked, and home-to-police station and police station-to-home commuting travel time shall not constitute hours worked); or
- (B) The employee has, pursuant to City instruction or authorization, commenced a duty shift or other period of service by initially reporting to some duty, training or other site located in excess of 15 one-way road miles (by the most direct route) from the La Vista police station. In such case, the travel time to and from such duty, training or other site shall constitute hours worked. Meal expenses incurred with travel in excess of 15 one-way road miles shall be reimbursed to the employee.

If travel time otherwise constitutes hours worked under this **Section 4**, it shall be considered hours worked hereunder only to the extent of the time reasonably necessary to accomplish the travel in a safe manner.

Section 5. The City may require an off-duty employee to report for work at any time.

Section 6. In the following off-duty call out situations, hours worked shall be computed as follows:

- a. For purposes of determining hours worked for pay purposes (including overtime), an employee shall be credited with having worked a minimum of three hours when engaged in the activities described in the following provisions of this Agreement:

Article 6, Section 2	(Off-duty Interviews);
Article 11, Section 3 (D)	(Off-duty Call-outs);
Article 11, Section 3 (G)	(Off-duty Court Time); or
Article 11, Section 3 (H)	(Off-duty Conferences).

If the time actually expended in such activities (including any compensable travel time) shall exceed three hours, the employee shall be credited for pay purposes (including overtime) as having worked the actual time so expended, provided that, in the case of off-duty call-outs the pay for said call-out shall be the greater of:

- (1) Three (3) hours of straight time pay; or
- (2) One and one-half ($1\frac{1}{2}$) times the actual number of off-duty call out hours worked, provided there shall be no pyramiding of hours for purposes of computing overtime.

Section 7. In lieu of receiving monetary compensation for overtime hours worked as provided in this Article, any employee who has completed one full year of continuous employment in the Department may individually choose to accumulate Compensatory Time Leave In Lieu of Overtime Pay ("Comp Time Leave"), under the conditions and subject to the restrictions of this Section 7.

- (A) If chosen by the employee, Comp Time Leave will be allowed at the rate of one and one-half times the number of hours of overtime hours worked. To choose Comp Time Leave, the employee must clearly indicate on his/her time card that the overtime hours worked are to be compensated in Comp Time Leave. If there is no such clear indication on the employee's time card, the overtime hours worked will be compensated in pay at the overtime rate.
- (B) An employee will be allowed to use accrued and unused Comp Time Leave time off within a reasonable time after the employee requests to use such time off if the requested use of the time off does not unduly disrupt the operations of the City or the Department. This will be interpreted by the City, the LVFOP and the employees to mean: (1) Comp Time Leave may be taken only with the approval of the Department Head and only if the requested use of the time off does not unduly disrupt the operations of the City or the Department. (2) Comp Time Leave shall not be taken in increments of less than two hours. (3) Use of Comp Time Leave in increments of less than four hours must be approved at least forty-eight (48) hours in advance and may be taken only at the beginning or at the end of the employee's work day.
- (C) Comp Time Leave may not be accrued beyond a total of seventy-five (75) Comp Time Leave hours (i.e., the Comp Time Leave which would be awarded for 50 overtime hours worked). As long as an employee has seventy-five (75) hours of Comp Time Leave accrued and unused, overtime hours worked by the employee will be compensated in overtime pay.
- (D) An employee may request to be paid for accrued Comp Time Leave at any time, and payment will be made by the City on the next regular pay day that is at least seven calendar days after the request is made. Whenever the City pays an employee for Comp Time Leave, payment will be at the employee's then current regular hourly rate of pay; provided, however, that when an employee's employment terminates, payment for accrued Comp Time Leave shall be made at the employee's final regular hourly rate of pay or the average regular hourly rate received by the employee during the last three years of employment, whichever rate is higher.

- (E) Whenever an employee uses any accrued Comp Time Leave, the use shall be reported by the employee on a *requested time off slip* in the category designated *Other With Pay* and "comp time leave" is to be noted by the employee under *Description*.
- (F) At the end of each fiscal year, any Comp Time Leave accrued but not used will be paid for by the City to the employee and the employee's accrued Comp Time Leave balance will be reduced to zero.
- (G) The Department Head may, by not later than the 5th day of any calendar month, request an employee to schedule with the scheduling officer the employee's use of a designated number of hours of accrued Comp Time Leave within a calendar month which begins after the date of the request (EXAMPLE: By January 5, the Department Head may request the employee to schedule use by the employee of X hours of accrued Comp Time Leave during the following month of February or during the following month of March, or so forth.) If the employee has not, within the two week period following the date of the request, arranged for the scheduling of the requested use of the Comp Time Leave, the Department Head may schedule the employee to use the Comp Time Leave as requested.

Section 8. Newly hired employees will be paid while attending the Nebraska Law Enforcement Training Center to obtain the certification required by Section 81-1414 of the Nebraska Revised Statutes. During such attendance, the City will pay the employee at one and one-half times the employee's contractual rate for hours worked in excess of eighty (80) during the City's work period of fourteen (14) consecutive calendar days. Only the time required to be spent in class or actual training sessions, shall be counted as hours worked for this purpose, and all other time while attending the Training Center shall not be considered hours worked.

Article 12 — Leave Provisions

Section 1. Sick Leave. Paid sick leave shall be earned by each full-time employee at the rate of ten (10) hours for each full month of service, with a maximum accumulation of 880.

- (A) Sick leave must be earned before it can be taken and advancing sick leave is prohibited. Subject to Section 3 of this Article, employees may utilize accumulated sick leave when unable to perform their work duties by reason of personal illness or bodily injury not otherwise compensated by the City or its insurers, or under circumstances in which the Chief of Police and/or City Administrator determines the health of other employees or the public would or may be endangered by attendance of the employee for duty. Accumulated sick leave may also be utilized to keep medical or dental appointments. It may also be utilized for a maximum of sixty (60) hours in each calendar year for illness in the immediate family of the employee; provided, for the purposes of this Section and Section 2, the definition of immediate family shall be limited to an employee's spouse, child, stepchild, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, or legal dependent. In the event that the Personnel Manual establishes a broader definition of immediate family that applies in connection with sick leave benefits provided to non-police employees of the City under the Personnel Manual, that definition shall be applicable to this Section.
- (B) An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount.
- (C) A regular full-time employee's unused sick leave shall be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within three years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee files with the City Clerk a written designation of his or her estate as beneficiary of such payment.
- (D) Leave Donations. A regular full-time employee within the bargaining unit will be allowed to donate hours of accrued but unused vacation leave to another regular full-time employee within the bargaining unit who has exhausted his/her paid leave accruals (including accrued but unused sick leave, vacation leave, comp time leave, and every other form of paid accrued leave) and who needs additional leave as a result of a medical emergency. For this purpose, "medical emergency" means injury to or illness of the recipient employee (or the spouse or a dependent child of the recipient employee) that requires the recipient employee to be absent from work and would result in loss of wage income by the recipient employee because the recipient employee has used all of his or her paid leave. Any such donation by an employee may be made only in increments of not less than eight (8) hours per donation. No recipient employee may receive or use more than a total of five hundred (500) hours of donated leave during any "rolling" 12-month period measured backward from the date the employee receives or uses any such donated leave. A donation of leave shall be irrevocable after it has been approved and the transfer has been recorded in the City's records. The amount of vacation leave so donated shall be credited to the recipient employee as accrued but unused sick leave. When the recipient employee uses the donated leave time, the time shall be paid to the

recipient employee at the recipient employee's own rate of pay. If the donating employee and the recipient employee have different rates of pay at the time the donation is made, the donated leave time will be converted based on the recipient employee's pay rate, so that the dollar value of the donated leave time to the recipient employee remains the same as the dollar value it had to the donating employee prior to the donation. Donation of the vacation leave shall be accomplished by a form established and prepared by the City which shall be executed by the donating employee, indicating the donating employee's desire to donate a specified number of hours of earned but unused vacation leave to another specifically identified employee then eligible to receive the donation. The form shall be submitted by the donating employee to the Chief of Police, who shall sign off on the form and forward the form through channels to the payroll department for consideration of approval by the City administration.

Section 2. Funeral Leave. Each regular full-time employee who has satisfactorily completed his/her probationary period shall be eligible for paid leave for such time as may be necessary to attend the funeral of a member of the immediate family of the employee, not to exceed forty (40) hours. Funeral leave shall not be granted for any other purpose, and shall not be accrued. Eligibility begins the day immediately following completion of the employee's probationary period.

Section 3. Disability Leave With Pay. If an employee incurs temporary total disability or permanent total disability due to an accident or other cause occurring while in the line of duty, the provisions of the Nebraska statutes as from time to time amended, including but not limited to the Nebraska Workers' Compensation Act and Neb. Rev. Stat. §§ 16-1011 and 16-1012, shall apply, as augmented by the following:

- (A) For purposes of this section, disability has the meaning set forth in Nebraska Revised Statute § 16-1011(1), which on the date of execution of this Agreement provides in part, "disability shall mean the complete inability of the police officer, for reasons of accident or other cause occurring while in the line of duty, to perform the duties of a police officer." Proof of disability for purposes of this section shall require a medical examination conducted by a competent, disinterested physician who is duly licensed to practice medicine and surgery in Nebraska and certification to the City by such physician that the police officer is unable to perform the duties of a police officer.
- (B) In case of temporary disability of an employee received while in the line of duty, the City will pay the employee, during the continuance of the temporary disability for a period not to exceed twelve months, his or her regular pay based on the employee's normally scheduled duty hours ("Injured on Duty Pay"), subject to the provisions of this Section 3. Injured on Duty Pay shall not commence or shall cease, however, as the case may be, if it is ascertained by the City Council or other proper municipal authorities during such twelve-month period that such temporary disability has become permanent; in such event, the employee shall then become entitled to such disability benefits as may be provided by law. Further, the City shall have the right, at reasonable times, to require the disabled police officer to undergo a medical exam at the City's expense to determine the continuance of the disability claimed.
 - (1) (*Workers' Compensation Indemnity Benefits.*) Such Injured on Duty Pay to be paid by the City shall be reduced by all indemnity (wage replacement or partial wage replacement) benefit amounts paid to the employee under the Nebraska Workers' Compensation Act, which payments shall act as credits in favor of the City against such Injured on Duty Pay.

(2) (*Vacation Leave and Sick Leave.*) Injured on Duty Pay actually paid by the City shall be deducted from or offset against any paid vacation leave and paid sick leave the employee had earned but not used prior to the commencement of the temporary disability *unless* the temporary disability is determined to have resulted from an Excusable Occurrence. In any event, however, the employee will not earn additional paid vacation leave or paid sick leave during the period of the temporary disability. For purposes of this subdivision:

- (a) Excusable Occurrence means an occurrence in which the employee's acts and/or omissions that contributed to the causing of the disability were in compliance and conformity with all applicable laws and all applicable rules, regulations and procedures of the Department and of the City, and were free from gross neglect, unjustified recklessness, or other culpable fault on the part of the employee.
- (b) The City Administrator, in such consultation with the Chief of Police and such other command officers of the Department as the City Administrator deems necessary or advisable, shall make the determination of whether the disability resulted from an Excusable Occurrence.
- (c) The City Administrator in his or her absolute discretion may designate in writing another individual (or group of individuals) to act in place of the City Administrator in making the determination of whether the temporary disability resulted from an Excusable Occurrence.
- (d) The determination of the City Administrator or of his or her designee(s) as to whether the temporary disability resulted from an Excusable Occurrence shall be final and binding and shall not be reviewable by any court, agency, or other individual or body.

The Injured on Duty Pay actually paid by the City shall be deducted from or offset, first, against any paid sick leave the employee had earned but not used prior to the commencement of the disability and, second, any amount of Injured on Duty Pay actually paid by the City that is not so deducted from or offset against paid sick leave shall be deducted from or offset against any paid vacation leave the employee had earned but not used prior to the commencement of the disability.

Section 4. Military Leave. The City will compensate employees absent from work to perform military service as provided in and limited by the Personnel Manual, Nebraska and Federal law. In any case in which the Personnel Manual, Nebraska law or Federal law requires the City to pay an employee respecting an absence due to military service, the calculation will be based upon the actual number of hours of City work and City pay actually missed by the employee on the actual days the employee was absent due to military service. The foregoing shall apply whether the employee's absence is for a "military leave of absence" requiring the City to pay the employee full pay for not to exceed one hundred twenty (120) hours in any one calendar year, or whether the employee's absence is for "state of emergency leave of absence" requiring the City to pay only the difference between the military pay actually earned and the City pay the employee would have earned had the employee not been absent. Cross reference: Neb. Rev. Stat. § 55-160. Military leave pay and state of emergency leave pay shall be in addition to any regular annual leave.

Example One: An employee misses 8 hours of City work and pay on a day the employee is called out on emergency National Guard blizzard duty. The City will pay the employee the difference between 8 hours of City pay and the military pay received for that day. Example Two: An employee misses 12 hours of City work and pay on a day that falls during the employee's two-week Army Reserve summer camp. The City will pay the employee 12 hours of City pay for that day.

Grandfather Provision: Any employee who, on October 1, 2007, was employed by the City within the bargaining unit and who was a member of a military reserve component of the United States (i.e., National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve), and who takes a "military leave of absence" for which the current Nebraska statute [Neb. Rev. Stat. § 55-160 (2010 Reissue)] would require the City to pay the employee full pay for not to exceed one hundred twenty (120) hours in any one calendar year, shall instead be paid full pay for not to exceed fifteen (15) workdays in any one calendar year as was the case under the former Nebraska statute [Neb. Rev. Stat. § 55-160 (Reissue 1998)].

Article 13 — Holidays, Personal Leave and Birthdays

Section 1. Holidays and when they are observed are as follows:

HOLIDAY	WHEN OBSERVED
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday after the 4 th Thursday in November
Christmas Day	December 25

All regular full-time employees who have completed one full year of continuous employment in the Department shall be granted one (1) day (8 hours) of paid personal leave per year, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of personal leave, the City shall pay the employee wages for the personal leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Personal leave shall not be accrued. Personal leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins the day immediately following completion of one full year of continuous employment in the Department.

All regular full-time employees with continuous employment of one (1) year or more in the Department shall be granted one (1) day (8 hours) paid leave for observance of their birthday as arranged at the mutual convenience of the respective employee and the Department, provided, if a bargaining unit employee typically works a duty shift that is longer than eight (8) hours in duration at the time the employee takes the day of birthday leave, the City shall pay the employee wages for the birthday leave day that are equivalent to the employee's wages for the employee's typical duty shift of a longer number of hours, as such longer number of hours is certified by the Chief of Police on the employee's time card for the period in question. Birthday leave shall not be accrued. Birthday leave not used within one (1) calendar year after the employee becomes eligible for it shall be forfeited. Eligibility begins on the one (1) year anniversary of the appointment date for employees with continuous service. Eligibility for employees with non-continuous service of one (1) year begins when the total service time exceeds one (1) year.

Section 2. All regular full-time employees, except those who must work, shall receive holidays with pay for legal holidays observed by the City.

Section 3. All regular full-time employees who are required to work on the ten (10) fixed holidays observed by the City shall, in addition to the base pay for the hours actually worked on the holiday, be compensated at one and one half (1-1/2) times the base rate of pay for each hour actually worked on the holiday. If an observed holiday falls on an employee's regular day off so that the employee

does not work on such day, said employee shall be entitled, in addition to his normal base pay, to eight (8) hours holiday pay.

Section 4. The City Administrator may disallow holiday pay if an employee is requested to work on the holiday and does not comply with such requests.

Section 5. No employee will be paid for a holiday unless he/she has been receiving a form of compensation either in approved paid leave or in pay status on the scheduled working day immediately preceding and on the scheduled working day immediately following the holiday, unless the employee is granted special approval for pay for the holiday by the City Administrator.

Article 14 — Vacations

Section 1. The City agrees to have the Police Chief determine and post the policy regarding scheduling of vacations for bargaining unit employees. No changes may be made in such policy until the prior policy has been in effect for at least one (1) year.

Section 2. Vacation leave shall be taken with the approval of the Chief of Police.

Section 3. Vacation shall only be taken during such time that is not disrupting to the work schedule of the Department.

Section 4. After one full year of continuous employment in the Department, each eligible employee shall be entitled to use vacation leave earned as it is earned.

Section 5. Subject to Section 6 of this Article:

- (1) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's first one (1) year of continuous employment, which vacation may be taken after completion of the employee's first one (1) year of continuous employment. No paid vacation shall be deemed to have been earned nor may any paid vacation be taken until the employee actually completes one full year of continuous employment.
- (2) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's second year of continuous employment. This paid vacation is earned on a bi-weekly basis and may be taken as it is earned. (For example, the employee, who is entitled to earn 80 hours of paid vacation during the second year of continuous employment, earns 1/26th of 80 hours for each bi-weekly pay period completed during the second year of continuous employment.)
- (3) During each year of continuous employment after the second year of continuous employment, a full-time employee shall earn ten (10) days (80 hours) of paid vacation plus one (1) additional paid vacation day (8 hours) for each additional year of continuous employment; provided, the total amount of paid vacation earned in any one year shall not exceed two hundred and twenty hours (220). This paid vacation is also earned on a bi-weekly basis and may be taken as it is earned.

Vacation leave shall be used in increments of one (1) hour. Use of vacation in advance of earning it is prohibited.

Section 6. Vacation Cap. The maximum amount of paid vacation an employee may have earned but not taken at any point in time (the "Vacation Cap Amount") is two hundred and twenty hours (220) hours.

When an employee's earned but unused vacation reaches the Vacation Cap Amount, the employee shall earn no further paid vacation time until the employee uses some of the employee's earned but unused vacation, at which time the employee will again begin to earn paid vacation and will continue to do so until the employee's earned but unused vacation again reaches the Vacation Cap Amount.

Section 7. An observed holiday, as designated in Article 13, that falls during an employee's vacation shall not be charged as vacation time.

Section 8. An employee who leaves the employment of the City shall be compensated for paid vacation leave earned but unused, to the extent of the Vacation Cap Amount specified in Section 6 of this Article.

Article 15 — Wages

Section 1. During the term of this Agreement and any extensions hereof, law enforcement employees will be compensated in accordance with the hourly wage rates set forth in Appendix "B", hereto (plus any longevity amount added thereto), together with any other amounts due to the employee under this Agreement.

Section 2. Investigator, Crime Prevention Officer, School Resource Officer and K-9 Officer. Police Officers assigned as Investigators, Crime Prevention Officer, School Resource Officer, and K-9 Officer on a permanent basis will receive an additional \$1.50 per hour for the duration of the assignment. This does not include short term assignments of ninety (90) calendar days or less.

Article 16 — Longevity Pay

Section 1. Full-time employees covered by this Agreement shall be entitled to a longevity allowance, as follows:

LENGTH OF SERVICE	LONGEVITY ALLOWANCE PER HOUR
Over 7 years	2.00%
Over 10 years	2.75%
Over 15 years	4.00%
Over 20 years	4.50%

Article 17 — Health, Dental and Life Insurance

Section 1. Regular full-time employees of the City of La Vista, and their families, shall be entitled to be enrolled in the group life, health and dental insurance programs maintained by the City.

The City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single.

The City shall pay one hundred (100) percent of the premium for the twenty thousand dollar (\$20,000) life insurance policy provided each employee.

A general description of City's existing insurance benefit package is set forth in Appendix C.

Those employees electing not to participate in these coverages will receive no other form of compensation in lieu of this benefit, provided that prior to an employee being able to discontinue his/her health insurance benefit, said employee must provide the City with certificate or other evidence satisfactory to City that said employee, spouse and dependents (if applicable) have health insurance coverage from another source. If an employee is not able to provide said certification, the employee shall be required to maintain health insurance coverage through the City's Plan.

Section 2. The City shall be sole determiner of coverage under its life, health and dental insurance plans, but the City agrees to meet and confer with union representatives prior to City's agreement with the insurer for reduction of coverage or benefits.

Section 3. Any employee covered by this collective bargaining agreement that suffers an "in the line of duty" death, shall have their actual and reasonable funeral expenses paid by the City up to \$22,500.

Article 18 — Duty Shifts

Section 1. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and other break times, as the City may deem appropriate or necessary; provided, the LVFOP shall be given the opportunity to meet and confer on changes to the general structure of duty shifts, and the City shall provide seventy-two (72) hours notice prior to an individual officer's permanent reassignment from one duty shift to another. For temporary reassignment of shifts, the City shall provide a minimum of eight (8) hours notice. The City shall post within the Police Department the adopted shift lengths, beginning and ending times, and meal and other break times.

Section 2. Specialty Assignments. This Section applies to specialty assignments for which specialty pay is granted under this collective bargaining agreement. Any change in personnel holding a specialty assignment after the signing of this Amended Agreement (for 2007-2009) and any vacancy filled in a new specialty assignment after the signing of this Amended Agreement (for 2007-2009) will be accomplished through use of the following procedure:

- (A) To be eligible for such an assignment, a police officer must have a minimum of two years solo patrol service with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police (such as but not limited to SWAT). In addition, the officer must have achieved a rating of at least "Standard" on his/her last annual evaluation.
- (B) Whenever a specialty position opening or assignment is available or anticipated, it will be announced agency-wide. The position will be posted on the bulletin board at the direction of the Chief of Police and will remain posted for a minimum of ten (10) calendar days. The posting shall summarize or make reference to the principal required and desired qualifications for the position, including essential knowledge, skills and abilities, practical experience, specialized skills, formal education, law enforcement-related training and education, and the date by which applications for the position must be submitted.
- (C) An employee who is interested in the position and who meets the posted qualifications and criteria may apply for the position by submitting a memorandum to the Chief of Police, via the chain of command, describing his/her interest in the position and qualifications for the position. The Chief of Police will make the final selection and appointment or assignment based upon his or her determination of the needs and best interests of the Department.
- (D) The Chief of Police may utilize alternative selection processes for positions, such as SWAT, due to multi-agency involvements.

At his or her discretion, the Chief of Police may transfer or remove officers from specialty positions for poor performance or personal conflicts, or at the request of the officer, or on the recommendation of the Division Commander.

Article 19 — Educational Assistance Program

The City Educational Assistance Program is provided as an incentive for employees to further their educations and development. This incentive is provided through partial financial reimbursement. The course(s) must, in the City's determination, provide benefit to the City by furthering the employee's skills and/or knowledge in his/her present job or a future position within the same City Department. Participation in the program does not guarantee the employee a promotion and/or pay increase.

Section 1. Eligibility: Any non-probationary, full-time employee of the Police Department is eligible to participate in the program.

Section 2. Conditions of Payment: The Educational Assistance Program provides for reimbursement of tuition, registration and laboratory fees only for courses in the Criminal Justice/Law Enforcement and/or related fields that have been approved by the Police Chief and City Administrator prior to enrollment in the class and that have been successfully completed by the employee with a grade of "C" or better. The City reserves the right to require attendance at an alternate accredited institution or to reduce the amount of reimbursement to the amount that would be paid at an alternate accredited institution.

Such course must be taken through a university, college, junior college or technical/community college that has been accredited through a nationally recognized accrediting agency or association. All employees must take such course(s) through a university, college, junior college or technical/community college that has been accredited by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Employees must notify the Police Chief in writing prior to June 1st annually if they intend to take classes during the upcoming fiscal year. This notice is in addition to all other requirements of the Personnel Manual for participation in the Educational Assistance Program.

Courses in hobbies, crafts, recreation, physical development or other unrelated skills are not eligible for the Educational Assistance Program.

The maximum aggregate educational expense for all personnel of the City employed within its Police Department shall in no event exceed \$10,000 per fiscal year. In any fiscal year in which the aggregate qualified and approved requests of employees of the Police Department exceeds such \$10,000 maximum, an allocation of such maximum shall be established by the City Administrator based upon the ratio of such requests as between employees of the Police Department covered by this Agreement and those not covered hereby. The maximum reimbursement available to a single employee through the Educational Assistance Program shall be \$1,500 per fiscal year, and if the amount of funds available in the pool or allocated pool is insufficient to honor the requests of all requesting employees (up to such \$1,500 maximum limitation), the City Administrator shall prorate the available funds and reimburse employees in such amounts as the City Administrator determines to be fair and equitable. Any portion of any educational expense that, because of any funding limitation recited in this paragraph, is not reimbursed by the City in the fiscal year during which the expense was incurred by the employee – which shall be deemed to be the fiscal year in which the employee receives the final academic grade for the class or course involved – shall not qualify for reimbursement by the City in any subsequent fiscal year; *provided, however*, the limitation stated in

this sentence shall only apply with regard to educational expenses related to courses and classes in which the employee enrolls after August 7, 2003.

For as long as they remain members of the bargaining unit, Police Officers Mike Czarnick, Bryan Waugh, Ray Harrod and Sgt. Jeremy Kinsey shall be eligible for the educational assistance program as established in Article XIX, sections 1 and 2, of the predecessor agreement between the parties covering the 2000-01, 2001-02, 2002-03 fiscal years for approved coursework completed by them no later than October 1, 2005.

Section 3. The City shall pay an advanced educational incentive to all employees who have completed five (5) years of service with the Police Department as follows:

- \$0.18 per hour if the employee has obtained an Associate Degree from an accredited college as defined below; or
- \$0.29 per hour if the employee has obtained a Bachelors Degree from an accredited college or university as defined below; or
- \$0.35 per hour if the employee has obtained a Masters Degree in Criminal Justice or a related field as approved by the Chief of Police from an accredited college or university as defined below.

Employees who have acquired an advanced educational degree without the assistance of the Educational Assistance Program as defined in this Article 19 will be eligible to receive the advanced educational incentive after completing three (3) years of service with the Police Department.

In order to receive an advanced educational incentive, employees hired on or after October 1, 1997, must have obtained an Associate's Degree, a Bachelor's Degree, or a Master's degree from a school that has been accredited by an accrediting agency recognized by the American Council on Education (ACE) in the "Accredited Institutions of Postsecondary Education Directory."

Article 20 — Personnel Manual and Current Compensation Ordinance

Section 1. Except as stated in Sections 2 and 3 of Article 2 hereof, whenever there is a conflict in the specific and express terms of this Amended Agreement with the Current City Compensation Ordinance and/or the City's Personnel Manual, then:

- (A) The Current City Compensation Ordinance shall control over any inconsistent terms in the Personnel Manual.
- (B) The specific provisions of this Agreement shall control over any inconsistent terms in the Current City Compensation Ordinance or Personnel Manual.

No employee shall suffer any loss of wages, hours or working conditions by reason of the execution of this Amended Agreement, except as specifically set forth herein.

Article 21 — Field Officer Training Pay

Section 1. Police Officers assigned to train recruit officers in the Department's Field Training Program shall receive, in addition to their regular pay, one (1) hour of "FTO paid leave time" for each ten (10) hours of Field Training Officer duty.

"FTO paid leave" shall be awarded by the City Administrator at the conclusion of each FTO program via certificate. In taking FTO paid leave, officers shall attach the certificate to their time off slip. FTO paid leave shall not be accrued, and FTO paid leave not used within twelve months of its award shall be forfeited.

Police Officers assigned to Field Training Officer duty must be certified in field training by the Department Head and must be assigned to the recruit at some point during Field Training to be eligible for the "FTO paid leave".

Article 22 — Out of Class Pay

Section 1. After the legal execution of this agreement, a police officer assigned by the Chief of Police or his designee to work as the Police Officer in Charge (POIC) of a patrol shift in the absence of any patrol sergeant shall be compensated at the sergeant's rate of pay in step D for such hours worked. Employees being paid at a higher rate while temporarily filling a position in a higher classification will be returned to their regular rate of pay when the period of temporary employment in the higher class ends. It is not the intent of the City to circumvent or avoid the normal promotion process and the City will not use such temporary assignments for this purpose.

Section 2. To be eligible for the POIC assignment, a police officer must be assigned to the Uniform Patrol Bureau and have a minimum of three years experience with the La Vista Police Department as a police officer (unless this requirement is waived by the Chief of Police). In addition, the officer must possess any other qualifications established by the Chief of Police. In addition, the officer must have achieved a rating of at least "Meets Expectations" on his/her last annual evaluation.

Article 23 — Safety Committee

Section 1. In accordance with Sections 48-443 through 48-445 of Nebraska Revised Statutes, the City has appointed a Safety Committee consisting of management and non-management personnel. The duties of said committee shall be in accordance with said Statutes and applicable rules and regulations as may be validly adopted and amended by the Nebraska Department of Labor. Representation of non-management police personnel shall be solicited from the LVFOP.

Article 24 — Drug Testing Policy

Section 1. Employees shall be covered by and subject to City's Drug Testing Policy as adopted by City Council Resolution No. 94-019 adopted April 5, 1994, and amended by City Council Resolution No. 96-077, adopted September 17, 1996, the specific terms of which are set forth in Section 14 of the Personnel Rules and Regulations of the City of La Vista. Prior to implementation of any amendments to such policy that have particular application to employees represented by the LVFOP, City shall advise the LVFOP of such amendment and shall, upon request by the LVFOP, meet and confer with the LVFOP as regards such amendment and its implementation as to employees represented by the LVFOP.

Article 25 — Savings Clause

Section 1. If any provision of this Agreement shall be declared by proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement not affected by such declaration shall remain in full force and effect for the duration of this Agreement.

Article 26 — Transition Provisions and Duration of Agreement

Section 1. Except as otherwise provided in this Agreement, the provisions of this Amended Agreement shall take effect on October 1, 2012, and shall remain in full force and effect until September 30, 2014.

Section 2. This Agreement shall not be of any legal force or effect until signed by the Mayor of the City of La Vista and a representative of the LVFOP. Both the City and LVFOP have negotiated this Agreement and made concessions in good faith in the course of such negotiations, in material reliance upon the agreements reached in this Agreement.

Section 3. This Agreement shall automatically renew from year to year unless either party shall notify the other party in writing, not later than the first day of the month of May immediately preceding the beginning of the City's fiscal year with respect to which any modification of this Agreement is desired, that such party desires to modify this Agreement or any portion thereof. The City shall have no obligation to negotiate any successor agreement hereto unless the LVFOP certifies to the City in writing, as part of the above notification and no later than May 1 in the year the contract expires, that the majority of the bargaining unit members continue to desire to be represented by the LVFOP for collective bargaining purposes. In the event the LVFOP so certifies, it shall maintain such records as will enable it to document such desire by a majority of the bargaining unit members.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2013.

WITNESS

City of La Vista, Nebraska, a municipal corporation

By _____

Douglas Kindig, Mayor

WITNESS

La Vista Fraternal Order of Police, Lodge No. 28

By _____

President

APPENDIX A — Authorization for Payroll Deduction

BY: _____
(Please print last name, first name, and middle initial)

Classification: Social Security No.

TO THE CITY OF LA VISTA, NEBRASKA:

Social Security No. _____

Effective the _____ day of _____, 20____, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of my current monthly dues to La Vista Fraternal Order of Police Lodge No. 28, as certified by such Association. The amount deducted shall be paid to whomever the La Vista Fraternal Order of Police Lodge No. 28 shall have designated to the City. This authorization shall remain effective unless terminated by me by written notice to the City, which notice I understand must be given by me at least two (2) weeks prior to the payroll date upon which it is to take effect. I further understand and agree that the City may make such withholdings and remit them to the Association on a monthly or bi-weekly basis, at the City's option.

Signature

Address

City _____ State _____ Zip _____

Date:

APPENDIX B

2012-2013: The following hourly rates of pay shall apply during the period October 1, 2012 through September 30, 2013:

Title	A	B	C	D	E	F
Police Officer	\$21.42	\$22.86	\$25.12	\$26.59	\$29.02	\$30.53
Sergeant				\$32.67	\$34.02	\$36.18

2013-2014: The following hourly rates of pay shall apply during the period October 1, 2013 through September 30, 2014:

Title	A	B	C	D	E	F
Police Officer	\$21.84	\$23.32	\$25.62	\$27.12	\$29.60	\$31.14
Sergeant				\$33.32	\$34.70	\$36.90

APPENDIX C

Effective Date: January 1, 2013

General description of City's existing insurance benefit package:

Comprehensive Major Medical		Plan 1 – Base Plan		Plan 2 – Buy Up Plan	
		PPO	Non-PPO	PPO	Non-PPO
Deductible (calendar year)					
Per Person		\$1,000	\$2,000	\$ 500	\$1,000
Per Family		\$2,000	\$4,000	\$1,000	\$2,000
Dependent Definition		Birth to age 26		Birth to age 26	
Physician Charges					
Office Visits		\$30 Copay	Deductible/30%	\$30 Copay	Deductible/30%
X-Ray and laboratory (when billed w/office visit)		No Copay	Deductible/30%	No Copay	Deductible/30%
Preventative Exams		Paid 100%	Deductible/30%	Paid 100%	Deductible/30%
Medical & Surgical		Deductible/10%	Deductible/30%	Deductible/10%	Deductible/30%
Emergency Care					
Hospital Emergency Room		\$125 Copay then 10%		\$125 Copay then 10%	
Urgent Care Center		\$50 Copay	Deductible/30%	\$50 Copay	Deductible/30%
Ambulance		Deductible then 10%		Deductible then 10%	
Prior Authorization		Mandatory; if not obtained, benefits may be reduced or denied			
Lifetime Maximum		Unlimited		Unlimited	

Comprehensive Dental		PPO	Non-PPO
Calendar Year Deductible			
Preventive		\$0	\$0
Basic		\$25	\$25
Major		\$25	\$25
Orthodontia		\$0	\$0
Coinsurance			
Preventive		100%	100%
Basic		90%	80%
Major		60%	50%
Orthodontia		60%	50%
Family Limit		3 Times	3 Times
Maximum Benefits – Per person/calendar year - \$1,000			
Maximum Orthodontia Benefits – Lifetime per person - \$1,000			

Life Insurance

Regular full time employees receive a \$20,000 life insurance benefit with an additional \$20,000 accidental death and dismemberment benefit.

Long Term Disability

Regular full time employees receive a long term disability benefit that provides 60% of monthly income (maximum \$5,000/month) after 90 days for qualifying events.

LETTER OF AGREEMENT ON THE DISTRIBUTION OF ACCRUED BUT UNUSED
SICK LEAVE BETWEEN THE CITY OF LA VISTA, NEBRASKA AND THE
FRATERNAL ORDER OF POLICE, LODGE NO. 28

This will confirm that for the remaining duration of the Amended Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska (i.e., from the date of execution of this letter by the parties through September 30, 2014), Section 7.21 of the Personnel Manual, as it applies to employees within the bargaining unit covered by such agreement, will be interpreted as follows:

- (1) The "sick leave conversion" provision of Article 12, Subsection 1(B) of such agreement – which states, "An employee shall be credited for one (1) hour of vacation leave for each eight (8) hours of sick leave earned in excess of the maximum allowable accumulation of sick leave amount." – shall apply regarding all bargaining unit employees.
- (2) A bargaining unit employee who began his/her employment with the City before January 1, 2005 will be eligible for payment of not more than 880 hours of accrued but unused sick leave on separation from employment in accordance with and under the limitations stated in Subsection 7.21(1) of the Personnel Manual.
- (3) A bargaining unit employee who began his/her employment with the City on or after January 1, 2005 will be eligible for payment of his/her accrued but unused sick leave on separation from employment in accordance with and under the limitations described in Subsection 7.21(2) of the Personnel Manual, including the "sliding schedule" described in that subsection.

SO AGREED,

Jeremy Kinsey, President, FOP Lodge 28

Date: _____

Brenda Gunn, City Administrator,
City of La Vista, Nebraska

Date: _____