

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 21, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
COLLECTIVE BARGAINING AGREEMENT — LA VISTA FRATERNAL ORDER OF POLICE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA S. 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 FY19 through FY23 and authorizing the Mayor to execute said agreement. Amendments to the Compensation Ordinance will be presented on September 5, 2018.

**FISCAL IMPACT**

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

- FY19 — 3.75%
- FY20 — 3.25%
- FY21 — 3.25%
- FY22 — 3.25%
- FY23 — 3.50%

The FY19 & FY20 biennial municipal budget contains funding for the FY19 & FY20 wages.

**RECOMMENDATION**

Approval.

**BACKGROUND**

The existing Collective Bargaining Agreement with the La Vista Fraternal Order of Police will expire on September 30, 2018. The terms of a new agreement have been negotiated and a copy is attached for your consideration.

**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 FY19 THROUGH FY23 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 August 6, 2018.

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, 2018.

PASSED AND APPROVED THIS 21ST DAY OF AUGUST, 2018.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk

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

**FYE 2019 through 2023**

**OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2023**

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## **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) **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, compensatory time off, 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 use of compensatory time off for such purposes shall be subject to the provisions of Article 11, Section 7, of this Agreement. The City shall not refuse personal leave days off, vacation time off, or compensatory 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 personnel file maintained by the City. No copies or notations of reprimands so removed shall be maintained in the employee's personnel file. The City may retain such removed documents in a file maintained by the City separately from the employee's personnel file for the purpose of complying with the provisions of Neb. Rev. Stat. §§ 81-1456 and 81-1457 and any other applicable legal requirements. Documents so removed from the employee's personnel file will not be used against the employee in City disciplinary action, employee evaluation, or promotional decisions.

**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 that does not result in a demotion or discharge, it shall be kept as a part of his/her personnel 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. Effective October 1, 2014, documentation of demotion and the related investigation shall remain in the employee's personnel file no longer than five (5) years; provided, that if the employee is found, on the basis of another complaint made within such five (5) year period, to have repeated the conduct described in the original sustained complaint, such period shall be extended for an additional five (5) 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. If an employee is discharged as a result of a complaint or the related investigation, documentation regarding the complaint and the related investigation shall be permanently kept as part of the employee's personnel file. The City may retain any records removed from an employee's personnel file under this Section in a file maintained by the City separately from the employee's personnel file for the purpose of complying with the provisions of Neb. Rev. Stat. §§ 81-1456 and 81-1457 and any other applicable legal requirements. Materials so removed from the employee's personnel file under this Section will not be used against the employee in City disciplinary action, employee evaluation, or promotional decisions.

**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 or applicable law 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; Response to Written Reprimand or Performance Review**

**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 as any dispute concerning the interpretation or application of a specific and express provision of this Agreement relating to wages, employee benefits, hours, or other terms and conditions of employment. 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) Step One: Unless a grievance is presented in writing to the employee's immediate supervisor by the aggrieved employee or by the LVFOP within twenty (20) calendar days after the employee or the LVFOP is or should have been aware of the occurrence of the event giving rise to the grievance, the grievance is deemed to have been waived. If a timely grievance is submitted in writing to the immediate supervisor, the immediate supervisor will review the facts and circumstances of the grievance and respond to the employee and to the LVFOP regarding the grievance, in writing, within twenty (20) calendar days after receipt of the grievance.
- (C) Step Two: Within twenty (20) calendar days after receiving the decision of the employee's immediate supervisor on the grievance, the employee or the LVFOP, if dissatisfied with the decision, may appeal the supervisor's decision on the grievance by presenting the grievance, in writing, to the Chief of Police. Failure to thus initiate a timely appeal shall be deemed a waiver

of the grievance. If there is a timely appeal from the decision of the immediate supervisor, the Chief of Police will independently review the facts and circumstances of the grievance and respond in writing to the employee and to the LVFOP within twenty (20) calendar days after receipt of the appeal.

- (D) Step Three: Within twenty (20) calendar days after receiving the decision of the Chief of Police on the grievance, the employee or the LVFOP, if dissatisfied with the decision, may appeal the decision of the Chief of Police by presenting the grievance, in writing, to the City Administrator. Failure to thus initiate a timely appeal shall be deemed a waiver of the grievance. If there is a timely appeal from the decision of the Chief of Police, the City Administrator will independently review the facts and circumstances of the grievance and respond in writing to the employee and to the LVFOP within twenty (20) calendar days after receipt of the appeal.
- (E) Step Four: 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 or by the LVFOP to the Personnel Board. The appeal shall be in writing and shall be delivered to the City Clerk and to the chairperson of the Personnel Board within seven (7) calendar days after the aggrieved employee receives the City Administrator's decision on the grievance. Failure to thus initiate a timely appeal shall be deemed a waiver of the grievance. The Personnel Board shall meet within forty-five (45) calendar days after receipt of the written appeal by the City Clerk and shall issue a written decision on the appealed grievance within thirty (30) calendar days after the conclusion of said meeting. In making its decision, the Personnel Board shall be governed by and limited by the terms of this Agreement, and shall not make any decision that is not supported by the express provisions of this Agreement.
- (F) 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.
- (G) If the last day specified for submitting a grievance, appealing a decision on a grievance, or making a decision on a grievance or on a grievance appeal falls on a Saturday, Sunday, or holiday observed by the City, or any other day on which City Hall administrative offices are not open for business, then the last day for submitting the grievance, appealing a decision on the grievance, or making the decision on the grievance or the grievance appeal shall be the next day on which City Hall administrative offices are open for business.
- (H) A document required to be filed or delivered under the foregoing grievance procedure may be hand delivered to the intended recipient. Alternatively, the document may be mailed to the intended recipient by certified United States mail, return receipt requested, properly addressed and with proper prepaid postage affixed, and such document thereupon shall be deemed to have been received by the intended recipient on the date of depositing the mailing in the U.S. Mail.

- (I) An aggrieved employee shall have the right to process his/her grievance individually, by the LVFOP, and/or by an attorney at law. If an employee elects to process his/her grievance individually or by an attorney at law without the assistance of the LVFOP, the LVFOP shall be entitled, upon its request or at the request of the City, to be heard regarding the grievance.
- (J) Each party reserves the right to litigate a question presented by a grievance in any court of competent jurisdiction if such party shall not be satisfied with the resolution of the grievance by the Personnel Board. However, no such litigation may be instituted or maintained by an employee or the LVFOP unless all available steps under this grievance procedure have been pursued and exhausted.

**Section 2.** An employee may draft a response within ten days after 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 the grievance procedure set forth in this Article.

## **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 employee 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 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 15, Section 2 (Police Detectives, Crime Prevention Officers, School Resource Officers, K-9 Officers, and Police Sergeants Permanently Assigned to Supervise Those Employees), 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 authorities;
- (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 employees, since it is understood that 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; and
- (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 (1-1/2) 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 six (6) months 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) 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.
- (F) The Department Head may, by not later than the 5<sup>th</sup> day of any calendar month, request an employee to schedule with the scheduling Departmental authority 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 Basic Certification Training 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 Basic Certification Training 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. "Immediate family" is defined in Section 1(A) of this Article.

**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 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 employee 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 but 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 Administrator during such twelve-month period that such temporary disability has become permanent; in such event, the payments of Injured on Duty Pay shall cease and the employee shall be entitled to the benefits for pensions in case of disability as provided by law. 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. 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.
- (C) In case of a permanent disability of an employee, the employee shall be placed upon the roll of pensioned officers as provided in Neb. Rev. Stat. § 16-1011. All such payments of pension shall be reduced by all indemnity (wage replacement or partial wage replacement) benefit amounts paid to the employee under the Nebraska Workers' Compensation Act. Such payments shall not commence until all credit for unused annual or sick leave and other similar credits have been fully utilized by the disabled employee.

**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.

## **Article 13 — Holidays, Personal Leave and Birthdays**

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

<b>HOLIDAY</b>	<b>WHEN OBSERVED</b>
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 <sup>th</sup> 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-<sup>1</sup>/<sub>2</sub>) 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.** All paid vacation is earned on a bi-weekly basis. (For example, if an employee is entitled to earn 80 hours of paid vacation during a year of continuous employment, that employee earns 1/26th of 80 hours for each bi-weekly pay period completed during that year of continuous employment.) Paid vacation may be taken as it is earned, except that no paid vacation may be taken until the employee has actually completed six (6) months of continuous employment.

**Section 5.** Subject to the other provisions 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.
- (2) A full-time employee shall earn ten (10) days (80 hours) of paid vacation during the employee's 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 that may be earned in any one year shall not exceed one hundred eighty-four (184) hours. 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, employees will be compensated in accordance with the hourly wage rates set forth in Appendix “B”, hereto, together with any other amounts due to the employee under this Agreement.

**Section 2. Police Detectives, Crime Prevention Officers, School Resource Officers, K-9 Officers, and Police Sergeants Permanently Assigned to Supervise Those Employees.** Employees who are assigned as Police Detectives, Crime Prevention Officers, School Resource Officers, and K-9 Officers on a permanent basis shall 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.

Police Sergeants permanently assigned to supervise Police Detectives, Crime Prevention Officers, School Resource Officers, and K-9 Officers shall 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.

**Section 3. Interpreter Services Pay.** An employee:

(1) who meets skills qualifications for communicating in a language (other than English), as determined by a qualifying test or evaluation administered or approved by the City’s Human Resources Department, or

(2) who, in the case of sign language, meets skills qualifications as determined by documented

certification or licensure granted or recognized by the Nebraska Commission for the Deaf and Hard of Hearing,

shall be paid a premium of ten dollars (\$10.00) per hour, over and above the employee's base hourly rate, for the first hour the employee is engaged in assigned and authorized interpretation or translation activities. Time spent in authorized interpretation or translation activities after the first hour will be calculated and paid for actual time worked to the nearest quarter hour. This Interpreter Services Pay shall be paid only when approved by a sworn police supervisor prior to the actual interpretation or translation activity, and only for interpreting or translating services the employee is requested to perform for the La Vista Police Department or the City of La Vista. If an employee is called out while off duty to perform interpretation or translation service, the employee shall receive Interpreter Services Pay in addition to any call-out pay that may be due under Article 11, Section 6.

## **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**

An amount equal to the following percentage of the hourly rate shown on Appendix "B", rounded to the nearest whole cent:

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.**

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



- (D) A general description of City's existing insurance benefit package is set forth in Appendix C.
- (E) 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.

**Section 4.** The City shall have the option to reopen Subsection 1(B) of this Article 17 for re-negotiation on October 1, 2019 (any such re-negotiated provision to be effective on and after October 1, 2019) – and/or to reopen such Subsection 1(B) on any October 1 thereafter (any such re-negotiated provision to be effective on and after such applicable October 1) – so long as the City provides not less than sixty (60) days written notice to the LVFOP of the City's desire to re-open such Subsection 1(B) for re-negotiation; provided, if the parties are unable to agree on revisions to such Subsection 1(B) upon any such reopening, then the provisions of such Subsection 1(B) shall remain in effect and both parties agree to waive and refrain from initiating any action in the Nebraska Commission of Industrial Relations regarding the matter.

## **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 employee'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 "Successful" 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 1<sup>st</sup> 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.

**Section 3. Advanced Educational Incentive.** 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 Training Officer (FTO) Paid Leave Time**

**Section 1.** Employees assigned to train recruit police officers or sergeants in the Department's official 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.

Earned "FTO Paid Leave Time" shall be credited to the employee at the conclusion of each field training phase. FTO Paid Leave Time shall not be accrued, and FTO Paid Leave Time not used within twelve months of its award shall be forfeited.

An employee assigned to Field Training Duty must be certified by the Department Head as a Field Trainer in the Department's official "Field Training Program" and must be assigned to the recruit or sergeant at some point during Field Training to be eligible for FTO Paid Leave Time. Sergeants shall not serve in an official Field Training Officer capacity for police officers.

Nothing in this Article shall prohibit or restrict the City from abolishing or revising its official "Field Training Program" whenever and however the City may deem it appropriate to do so.

## **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 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 “Successful” 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, 2018, and shall remain in full force and effect until September 30, 2023.

**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.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of La Vista, Nebraska, a municipal corporation,

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Douglas Kindig, Mayor

La Vista Fraternal Order of Police, Lodge No. 28

\_\_\_\_\_  
Witness

By   
Todd M. Armbrust, 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:

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 – Hourly Rates of Pay~~2018-2019~~:** The following hourly rates of pay shall apply during the period October 1, 2018 through September 30, 2019:

Title	A	B	C	D	E	F
Police Officer	\$25.38	\$27.09	\$29.78	\$31.52	\$34.40	\$36.19
Sergeant				\$38.71	\$40.32	\$42.88

**2019-2020:** The following hourly rates of pay shall apply during the period October 1, 2019 through September 30, 2020:

Title	A	B	C	D	E	F
Police Officer	\$26.20	\$27.97	\$30.75	\$32.54	\$35.52	\$37.37
Sergeant				\$39.97	\$41.63	\$44.27

**2020-2021:** The following hourly rates of pay shall apply during the period October 1, 2020 through September 30, 2021:

Title	A	B	C	D	E	F
Police Officer	\$27.05	\$28.88	\$31.75	\$33.60	\$36.67	\$38.58
Sergeant				\$41.27	\$42.98	\$45.71

**2021-2022:** The following hourly rates of pay shall apply during the period October 1, 2021 through September 30, 2022:

Title	A	B	C	D	E	F
Police Officer	\$27.93	\$29.82	\$32.78	\$34.69	\$37.86	\$39.83
Sergeant				\$42.61	\$44.38	\$47.20

**2022-2023:** The following hourly rates of pay shall apply during the period October 1, 2022 through September 30, 2023:

Title	A	B	C	D	E	F
Police Officer	\$28.91	\$30.86	\$33.93	\$35.90	\$39.19	\$41.22
Sergeant				\$44.10	\$45.93	\$48.85



## APPENDIX C – General Description of City’s Existing Insurance Benefit Package

Effective Date: January 1, 2018

(All benefits are subject to the terms and conditions of the underlying insurance policies)

### **Comprehensive Major Medical:**

	<b>PPO</b>	<b>Non-PPO</b>
Deductible (calendar year)		
Per person	\$1,000	\$10,000
Per family	\$2,000	\$20,000
Dependent Definition	Birth to age 26	
Physician Charges		
Telehealth Services	\$10 Copay	Not Covered
Primary Care – Office Visits	\$30 Copay	Deductible/20%
Specialist – Office Visits	\$50 Copay	Deductible/20%
X-Ray and laboratory (only when billed w/office visit)	No Copay	Deductible/20%
Preventive Exams	Paid 100%	Deductible/20%
Surgical	Deductible/20%	Deductible/20%
Emergency Care		
Hospital Emergency Room	\$200 Copay then 20%	
Urgent Care Center	\$75 Copay	Deductible/20%
Ambulance	Deductible then 20%	
Prior Authorization	Mandatory – if not obtained, benefits may be reduced or denied	
Lifetime Maximum	Unlimited	

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### **Comprehensive Dental:**

	<b>PPO</b>	<b>Non-PPO</b>
Calendar Year Deductible		
Preventive	\$0	\$0
Basic	\$25	\$25
Major	\$25	\$25
Orthodontia	\$ 0	\$ 0
Coinurance		
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

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

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**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 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, 2023), 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,



Todd M. Armbrust, President,  
La Vista FOP Lodge 28

Date: 8/13/18

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

Date: \_\_\_\_\_