

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Reports1**

**Council to consider the contract for the Fire Fighters Local 1454 Union and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, City Manager**

## Agenda Statement

Item No.

For Meeting of:

**AGENDA TITLE:** Council to consider approval of the contract with the Scottsbluff Firefighters Local #1454, and authorize the Mayor to execute the contract.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** City Manager/Nathan Johnson

**SUMMARY EXPLANATION:** 2016-2019 Contract between City of Scottsbluff, Nebraska and Scottsbluff Firefighters Local #1454 (contract attached)

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

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Resolution X	Ordinance <input type="checkbox"/>	<b>EXHIBITS</b> Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
Other (specify) _____				

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

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Rev 3/1/99CClerk

Contract between  
the Scottsbluff Firefighters Local #1454  
and the City of Scottsbluff

Scottsbluff Firefighters  
City of Scottsbluff, Nebraska

October 1, 2016 — September 30, 2019

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## **AGREEMENT**

THIS AGREEMENT is between the City of Scottsbluff (hereinafter referred to as the “City”, and Scottsbluff Firefighters Local #1454 (hereinafter referred to as the “Union” and amends and replaces in its entirety the agreement dated October 1, 2016 – September 30, 2019, including any and all amendments.

### **ARTICLE I UNION RECOGNITION**

The City of Scottsbluff, Nebraska, a municipal corporation, recognizes Firefighters Local #1454 as the sole and exclusive bargaining representative for all fulltime Firefighters holding positions or classification subordinate to the Fire Chief.

### **ARTICLE II MANAGEMENT RIGHTS**

Nothing in this Contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and the ordinances of the City.

The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in the Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards; however, NFPA Standards remain the guideline and goal.
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The right to create, establish, change, modify, and discontinue any City function, operation and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;

10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
11. The right to establish reasonable work rules.
12. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.
13. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
14. The right to determine and enforce employee's quality and quantity standards;

### **ARTICLE III DISCIPLINE AND DISCHARGE**

The procedure(s) for discipline and/or discharge shall be in accordance with the Civil Service Rules and Regulations and Nebraska Statutes.

The CITY shall provide each employee represented by this Union a copy of the Civil Service Rules and Regulations and approval by the commission of any amendments.

### **ARTICLE IV FIREFIGHTER'S BILL OF RIGHTS**

**This bill of rights will be used only in the event that disciplinary action is being considered. Minor issues shall be handled through open communication and narrative.**

1. Prior to any questioning, as above, the employee shall receive reasonable advanced written notice regarding the circumstances upon which the proposed discipline may be based. Should the questioning be based upon a citizen's complaint, the complainant must submit so in writing, and the employee shall be entitled to receive a copy of the citizen's complaint before questioning.
2. The employee shall have the right to have interrogation conducted at a reasonable hour, preferably at a time when the employee is on duty.
3. The employee shall have the right to be compensated for actual time spent in interrogation unless the employee is on his/her regular duty shift and shall be informed of the name and rank of any persons conducting the interrogation.
4. The employee shall have the right to the presence of UNION representative and/or UNION attorney during the interrogation, and such representative shall have a reasonable right to be heard.

5. Only one person may be allowed to conduct the interrogation and direct questions to the employee at any given time.
6. The interrogation session shall be limited to a total of two (2) hours unless the employee agrees to further interrogation. Further, the employee shall be allowed a fifteen (15) minute break after each forty-five (45) minutes of interrogation. The employee shall also have the right during the interrogation to be allowed to attend to his/her own physical necessities.
7. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer, or other disciplinary punishment as an attempt to obtain his/her resignation, nor shall he/she be intimidated in any manner. No promises or rewards shall be made as an inducement to answer questions. Nothing in this section, however, shall prohibit CITY from ordering an employee to answer questions. Furthermore, nothing in this section shall preclude the CITY from informing the employee that refusal to answer questions or to comply with any lawful order shall be new and separate grounds for discipline up to and including termination.
8. The employee shall not have the right to record in any manner the interrogation. If CITY records the interrogation, either a transcript or a duplicate recording of the interrogation shall be provided to the employee at the CITY'S expense if disciplinary action is taken against the employee. The employee, or the UNION, must request such transcript or duplicate recording be provided, and, in that event, CITY will so provide within ten (10) working days. If the UNION makes the request, the affected employee must agree.

## **ARTICLE V CHECK-OFF**

The City shall deduct regular Union dues from the pay of each employee covered by this contract, provided that at the time of such deduction there is in possession of the City a current un-revoked written assignment, executed by the employee, on a form provided by the Union and approved by the City. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

The Union dues shall be deducted for 24 pay periods (twice a month) during the year and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer. The Union shall advise the City in writing of any changes in the amount of the dues.

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



## **ARTICLE VI BULLETIN BOARD**

The City shall permit the Union to provide one bulletin board at a location designated by the Fire Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. All posted notices shall be on Union stationery and signed by an officer of the union.

Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.

The bulletin board shall be for the exclusive use of the Union.

## **ARTICLE VII BARGAINING/NEGOTIATIONS AND BUSINESS**

Members of the Scottsbluff Firefighters who are part of the bargaining committee, not to exceed four in number, shall be allowed to participate in labor negotiations with pay while on duty. Time spent in negotiations shall be scheduled with the Fire Chief at least 24 hours in advance. Time spent in negotiations shall not interfere with members' regularly scheduled maintenance and operations duties, and should not conflict with scheduled training. Time spent in negotiations shall be minimized so as not to interfere with normal daily duties of the members.

Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives. The purpose of these collaboration activities is to create a non-confrontational and on-going dialogue between labor and management to solve problems and resolve issues.

Whether participating in labor negotiations or labor/management collaboration activities, all on-duty members shall at all times be equipped to respond instantaneously to a call for service. If possible, and subject to scheduling by the Shift Commander, members involved in labor negotiations will not be the first unit to respond to a call for service.

Except as expressly authorized by the Fire Chief, overtime shall not be accrued due to bargaining unit activities. In no case shall off-duty members receive compensation for time spent in bargaining unit activities.

The City will allow the Scottsbluff Firefighters to use photocopiers if needed. The Firefighters will reimburse the City for reproduction costs.

## **ARTICLE VIII WAGES**

Wages become effective October 3, 2016 reflect a cost of living adjustment increase for the Firefighters of 2% and Fire Captains of 2%.

<u>Class Title</u>	<u>Hourly Pay Schedule (56 hour week)</u>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Firefighter	12.89	13.54	14.22	14.92	15.67	16.45	17.28	18.15
Fire Captain	16.71	17.54	18.42	19.35	20.32	21.33	22.40	23.51

## **ARTICLE IX OVERTIME AND CALL BACK PAY**

- (1) Work performed by employees which in the aggregate exceeds 106 hours over a two week work period will be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate for the actual time worked in excess of 106 hours during each work period. No time taken as funeral leave, excused absence without pay, injury leave, personal leave, or compensatory time-off shall be considered actual time worked for the purposes of calculating overtime.
- (2) Sick leave shall count as hours worked for the purposes of calculating overtime.
- (3) For the purposes of calculating shift pay, if necessary for Fair Labor Standards Act purposes, no time taken as sick leave shall be considered actual time worked.
- (4) Emergency Overtime Pay: Work performed by employees in excess of two-hundred and twenty-four (224) hours per four weeks for emergency purposes that extends past the shift change ending at 7:00 A.M. will be compensated for a minimum of one (1) hour at the rate of one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked performed by the employees in excess of one hundred and sixty-eight hours per three weeks for emergency purposes at that extends past the shift change ending at 7:00 A.M., will be compensated for a minimum of (1) hour at the rate one and one-half (1 1/2) times, or one and one-half (1 1/2) times the actual time worked, whichever is greater.
- (5) Call Back Pay: If an employee is called back to duty for emergency purpose (see "Definitions) during the employee's off duty time and such time does not include any part of the shift of such employee, such employee will be paid for a minimum of one hour at a rate of double time, or double the actual time worked, whichever is greater.

- (6) Employees may be temporarily assigned to work during periods other than their regular shift for the purpose of in-service training, special assignment, etc. and such time shall not be included in call back pay but in regular overtime.

### **Definitions**

- (1) **Emergency purpose:** Emergency purpose would include duties performed by an employee which are necessary for the immediate preservation of life or property.
- (2) **Non-Alarm:** Call to an employee for a minor emergency.
- (3) **City Alarm ( Second Alarm ):** Call to an employee involving the use of sirens, pagers, radios or telephones which notify them of an emergency situation.
- (4) **Call Back:** Response of an off-duty employee to a City Alarm.
- (5) A **work period** shall consist of 14 consecutive calendar days commencing at 7:00 a.m. on Monday and concluding on that hour on the 14<sup>th</sup> day.

## **ARTICLE X WORK OUT OF CLASS**

When a member of the bargaining unit is temporarily assigned to act as Captain, 5% out-of-class pay will begin with the first hour of work, so long as the assignment is a full shift (24 hours). The schedule shall be set so that one person is assigned to the position for the length of the regular Captain's absence. This policy provides for continuity and accountability of command.

No employee shall work out of class unless directed to do so by the Shift Commander or Fire Chief. All work out of class is subject to procedures established by the Fire Chief.

## **ARTICLE XI HOLIDAYS**

The following days are considered official holidays by the City of Scottsbluff and for firefighters will be paid on the basis of 12 hours of pay for each holiday.

1. New Year's Day	January 1
2. Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday of January
3. President's Day	3 <sup>rd</sup> Monday of February
4. Memorial Day	Last Monday of May
5. Independence Day	July 4 <sup>th</sup>
6. Labor Day	1 <sup>st</sup> Monday of September
7. Veteran's Day	November 11 <sup>th</sup>
8. Thanksgiving Day	4 <sup>th</sup> Thursday of November
9. Day after Thanksgiving	4 <sup>th</sup> Friday of November
10. Christmas Day	December 25 <sup>th</sup>

## **ARTICLE XII VACATION LEAVE**

Full time employees who work on a shift basis so as to average a 56 hour work week, will receive vacation leave as follows:

1 to 10 years: Five (5) work shifts (120 hours) per year  
10 to 15 years: Seven (7) work shifts (168 hours) per year  
15 to 20 years: Eight (8) work shifts (192 hours) per year  
After 20 years: Nine (9) work shifts (216 hours) per year

All vacation earned prior to the current pay period will be available for use, except for sick leave conversion time which must be used by December 31 of each year.

### **Maximum Accruals:**

Firefighters with less than fifteen (15) years of service:

Accrued vacation leave shall not exceed (12) shifts (288 hours)

Firefighters with more than fifteen (15) years of service:

Accrued vacation leave shall not exceed fourteen (14) shifts (336 hours).

Accrued vacation time which would exceed such maximum accruals is automatically forfeited and canceled.

It is highly recommended all employees use at least three (3) consecutive shifts (72 hours) of annual vacation earned, unless the Department deems it necessary for the health and well being of the employee to mandate use of vacation.

## **ARTICLE XIII SICK LEAVE**

Sick leave will accumulate at the rate of 24 hours or one working day of sick leave for each calendar month of service, for a total of 288 hours per year. Sick leave for fire personnel who work shifts may be accumulated up to 45 working shifts (1,080 hours) as of December 31 of any year.

## **ARTICLE XIV SICK LEAVE CONVERSION**

The present maximum accrual of sick leave as of December 31 of any year shall remain at 1,080 hours (90 days).

Any sick leave accumulated in excess of 1,080 hours (90 days) as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation for every three (3) hours of unused sick leave as of December 31 of any year.

**ARTICLE XV  
SICK LEAVE INCENTIVE**

When each full time employee does not utilize any part of the annual 12 days sick leave during the course of a calendar year, beginning January 1, 2001, each employee will receive one additional shift (24) hours of vacation leave; provided, such additional leave will be included in determining the maximum accumulation of vacation to be allowed to be carried over from year to year.

**ARTICLE XVI  
SICK LEAVE AND SEPARATION OF EMPLOYMENT**

Upon separation of employment after 15 years of service, a member will be paid for forty (40) percent of accumulated sick leave not to exceed the equivalent of four (4) work weeks/224 hours.

**ARTICLE XVII  
FUNERAL LEAVE**

Funeral leave not to exceed three (3) shifts (72 hours) may be granted for death of a member of the employee's immediate family (spouse, children, step-children, father, step-father, mother, step- mother, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law or persons living in the same household.) The City Manager may authorize sick leave if circumstances or the travel distance from Scottsbluff warrants additional time.

**ARTICLE XVIII  
PERSONAL LEAVE**

Beginning January 1, twenty-four (24) hours of personal leave per year will be credited to each member of the bargaining unit to be scheduled and taken in accordance with the procedures to be set forth in writing by the Fire Chief. Personal leave is not cumulative from year to year. No compensation will be provided for unused personal leave hours.

**ARTICLE XIX  
JOB-RELATED INJURIES**

Workers' compensation reports must be filed and signed within 24 hours after the accident has taken place. After review by the injured/ill employee's supervisor, the completed report should be forwarded directly to the City's Risk Manager. It is the employee's responsibility to report ALL job related injuries and illnesses, unless otherwise incapacitated, in which case the responsibility would fall on the direct supervisor.

Workers compensation benefit payments are determined by state and federal regulation with usually a seven day period prior to the start of a benefit payment.

An employee injured due to a job related injury or disease will be required to take the first seven (7) days as sick leave. Once the Insurance Company determines the injury to be a work related event the employee shall receive on-the-job injury paid leave from the City less the amount of any Workers Compensation payment, which is paid directly to the employee.

An employee may receive injury leave for a period not to exceed six (6) months of accumulated time when away from work as a result of a work related injury. After six (6) months of accumulated injury leave within a two (2) year period, if that employee is unable to return to his/her present position or to another vacant position for which he/she is qualified, that individual may be terminated.

## **ARTICLE XX LIFE INSURANCE**

The City will provide a \$30,000 term life insurance policy for each full time employee. The employee will be allowed an option to purchase an additional amount of insurance provided the premium for such optional coverage is paid by the employee.

## **ARTICLE XXI HEALTH AND DENTAL INSURANCE**

The City will provide health insurance to members. Participation in these plans shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making their plan selection. The members of the Firefighters' Union shall pay the following rates for the calendar year of 2016:

Plan D \$ 0 per month for single                      \$ 0 per month for family

The City will contribute to the employee's Health Savings Account: \$12.50 per month for single and \$25.00 per month for family, if requirements of the Preventive Care Incentive Program have been met. (*refer to the Preventive Care Incentive Program for details*)

The Dental insurance premium shall remain at \$30 per month for family coverage and \$15 for single dental coverage for 2016.

## **ARTICLE XXII DAMAGE TO EYEGLASSES/ WATCHES**

The City will provide a plan for members of the bargaining unit for payment of damages to eyeglasses when such eyeglasses are damaged or broken in the line of duty. The City will also provide for payment of damages to watches which are damaged or broken in the line of duty not to exceed twenty dollars (\$20.00) per incident.

## **ARTICLE XXIII VACCINATIONS**

The City will provide a Hepatitis B vaccination program in compliance with state law, including a titer test and annual PPD test for TB.

## **ARTICLE XXIV PHYSICAL FITNESS**

A daily exercise program will be held during shift hours through a qualified fitness center (currently the YMCA). The physical fitness program, to include aerobic and weight training, will adhere to standards determined by the Fire Chief and be administered through department regulations.

## **ARTICLE XXV GRIEVANCE PROCEDURE**

Individual employees will have the opportunity to discuss any concerns or grievances with their supervisors in order to find a solution as soon as possible. An employee voicing a grievance or concern is entitled to bring forward such a concern or grievance without retribution, discrimination, or harassment. Grievances will be addressed according to the following guidelines, with all references to days being calendar days:

**Step 1** - An employee shall notify the immediate supervisor about the grievance within five (5) days of the incident in question. This notification shall be in writing. Within five (5) days after being notified of the grievance, the supervisor will:

- 1) describe the grievance in writing
- 2) investigate the circumstances surrounding the grievance, including interviewing the employee to clarify the issues involved,
- 3) initiate any corrective action, if necessary,
- 4) inform the employee of the decision or action to resolve the grievance.

**Step 2** - If the grievance is not resolved to the satisfaction of the employee, the employee may file a written statement of the grievance with the Department Director of his/her department within five (5) days of the date he/she was informed of the immediate supervisor's decision.

Within five (5) days after receiving the written grievance, the department director will:

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

**Step 3** - If the department director does not resolve the grievance to the satisfaction of the employee, the employee may file and appeal with the Human Resources Director within five (5) days of receiving the department director's written decision.

Within ten (10) days of receiving the written appeal, the Human Resources Director will:

- 1) document receipt of the grievance,
- 2) investigate the circumstances surrounding the grievance including examining related documentation and interviewing the employee, immediate supervisor, and department director,
- 3) render a recommendation, and
- 4) refer the appeal and recommendation to the City Manager for final determination.

Within five (5) days of receiving the written grievance and related material from the Human Resources Director, the City Manager will make a final determination, after soliciting additional information if he/she deems it necessary.

The City Manager's decision is final with no additional administrative appeal. After the final determination, the City Manager will provide a written copy of the decision to the employee, immediate supervisor, department director, and Human Resources Division.

**Step Four** - If the grievance is not settled by the City Manager to the satisfaction of the employee, the employee may seek redress from the Civil Service Commission as provided by local ordinance or the courts as provided by law. The City Council is limited to making inquiries and investigations as provided by Article 6 of Chapter 19, R.R.S. 1943.

Employee will present all grievances in person. Time used to present a grievance or appeal will not be paid by the City and permission to be absent from duty to present a grievance must be obtained in advance, which permission will not be unreasonably denied. None of the above steps precludes the possibility of meetings at any point to discuss the issues and attempt to settle them.

## **ARTICLE XXVI CITY SAFETY COMMITTEE**

One member shall be designated by the Firefighters as their representative to the City safety and wellness committee. The purpose of this committee is to improve the health, safety and welfare of all City employees, as well as to reduce the costs associated with on- and off-the-job illnesses and injuries.



**ARTICLE XXVII**  
**LABOR/MANAGEMENT COLLABORATION GROUP**

To improve the effectiveness of the Fire Department and to facilitate an on-going dialogue between labor and management, a labor/management collaboration group is established with a structure and mission committed to preserving and strengthening the Fire Department. This group will meet at least twice a quarter to continue the on-going dialogue and in an annual retreat to assess opportunities for further solidifying the cooperative relationship between the City and its employees. Members shall be allowed to participate with pay in labor/management collaboration activities while on duty. The purpose of these activities is to create a non-confrontational forum for labor and management to solve problems and resolve issues, particularly those that are not suited to the limitations of contract negotiations. These activities will typically be scheduled in advance at a time mutually agreeable to both labor and management representatives.

**ARTICLE XXVIII**  
**CONTRACT LANGUAGE RE-OPENER**

During the term of this Agreement, contract language may be modified if recommended by the Labor/Management Collaboration Group, and mutually agreed to by the City and the Scottsbluff Firefighters. The Agreement may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental insurance premiums. This provision is not to be construed as a broad license to renegotiate the Agreement in its entirety prior to the expiration of the Agreement.

The City and Union agree to re-open for discussion their healthcare benefit package during the term if agreed to by all the parties.

In the event Regional West Medical Center discontinues providing free Hazmat physicals for the Firefighters, the City agrees to pay for an annual physical for the Hazmat team.

**ARTICLE XXIX**  
**STRIKES AND LOCKOUTS**

Neither the Union nor any of its officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the City, regardless of the reason for so doing.

**ARTICLE XXX**  
**DURATION OF AGREEMENT**

This contract shall be effective as of 7:00 a.m., October 1, 2016, and shall remain in full force and effect until 6:59 a.m., October 1, 2019. This contract shall automatically renew from year to year thereafter unless either party notifies the other in writing that it wishes to modify this Contract. This notification shall be made no later than May 1<sup>st</sup>. The process for labor negotiations shall be established by the labor/management collaboration group and shall be mutually agreed to by the City and the Firefighters Group. Actual negotiations should begin no later than May 15<sup>th</sup> of the applicable year.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 2016.

CITY OF SCOTTSBLUFF, NEBRASKA      SCOTTSBLUFF FIREFIGHTERS LOCAL #1454

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
City Clerk