

# MCCOOK CITY COUNCIL

## REGULAR MEETING

**Monday, September 29, 2025**  
**12:00 PM - City Council Chambers**

Roll Call.

Open Meetings Act Announcement.

Call to Order.

Individuals who have appropriate items for City Council consideration should complete the Topic for Consideration for City Council Agenda form located at the information table by the entrance to the Council Chambers. If the issue can be handled administratively without Council action, notification will be provided. **If** the item is scheduled for a meeting, notification of the date will be given.

Items.

1. Adopt Resolution No. 2025-30 and Resolution No. 2025-31, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028 and authorize the Mayor to sign said agreements.

Adjournment.

**CITY MANAGER'S REPORT  
SEPTEMBER 29, 2025 MCCOOK CITY COUNCIL MEETING**

ITEM NO. \_\_\_ Adopt Resolution No. 2025-~~30~~ and Resolution No. 2025-~~31~~, ratifying the Firefighters and Lieutenants Collective Bargaining Agreements between the City of McCook and the McCook Professional Firefighters Association, Local 2100 for the period of October 1, 2025 to September 30, 2028, and authorize the Mayor to sign said agreement.

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**BACKGROUND:**

City of McCook administrative staff and the McCook Professional Firefighters Association Local 2100 are proposing two collective bargaining agreements for the City Council's consideration. The first is the Firefighters Collective Bargaining Agreement. The second is the Lieutenants Collective Bargaining Agreement. If approved, the proposed agreements would be amended to account for the following:

- 1) Modifying the term of the contract period from 5 years to 3 years;
- 2) Providing for a 2 hour call back provision opposed to a 1.5 hour call back provision;
- 3) Eliminating the VEBA provision, while accounting for the unused sick leave proceeds remaining in the account;
- 4) Altering the uniform allowance to run purchases through Chief Marc Harpham, while leaving the amount available for uniforms/equipment at \$750 per member;
- 5) Clarifying the holiday provision to avoid the stacking of floating holiday time on the same day;
- 6) Placing the light duty language adopted in the employee handbook in the collective bargaining agreements;
- 7) Flushing out the terms associated with the members' annual medical examination and coordinating the policy provisions within the agreements.

The discussions also included revisions to the city's timekeeping method to account for the differences in the collective bargaining members' work schedules compared to the city's other employees. The parties agree to continue discussing this matter.

There are no further proposed changes to the agreements. The term of the agreements is 3 years.

**APPROVALS:**

  
\_\_\_\_\_  
Lea Ann Doak, City Clerk

September 23, 2025

  
\_\_\_\_\_  
Nate Schneider, City Manager

September 23, 2025

**The agreement approved by Resolution No. 2025-31 for Firefighters contains the same information as the one attached for Lieutenants. The final revised copy will be available at the special meeting on Monday.**

RESOLUTION NO. 2025-30

WHEREAS, the City of McCook, Nebraska recognizes the McCook professional Firefighters Association Local 2100 as the exclusive collective bargaining agent for Lieutenants employed by the City of McCook Fire Department excluding the position of Fire Chief, Full-time Firefighters of all EMT levels, and Administrative Assistant.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska:

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Lieutenants Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2025 - September 30, 2028.

SECTION 2. That said agreement referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED this 29<sup>th</sup> day of September, 2025.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

RESOLUTION NO. 2025-31

WHEREAS, the City of McCook, Nebraska recognizes the McCook Professional Firefighters Association Local 2100 as the exclusive collect bargaining agent for all full-time Firefighters of all EMT levels employed by the City of McCook Fire Department excluding the position of Fire Chief, Lieutenant, and Administrative Assistant.

NOW, THEREFORE, be it resolved by the Mayor and Council of the City of McCook, Nebraska:

SECTION 1. That the Mayor and Council hereby ratifies the execution of the Firefighters Collective Bargaining Agreement with the McCook Professional Firefighters Association Local 2100 for the period of October 1, 2025 - September 30, 2023.

SECTION 2. That said agreement referred to hereinabove is inserted in full and attached herewith, and made a part hereof.

PASSED AND APPROVED this 29<sup>th</sup> day of September, 2025.

---

Linda Taylor, Ex-officio Mayor  
and Council President

ATTEST:

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Lea Ann Doak, City Clerk-Treasurer

**CITY OF MCCOOK, NEBRASKA**

**AND**

**MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100**

**LIEUTENANTS  
COLLECTIVE BARGAINING AGREEMENT**

**OCTOBER 1, 2025 - SEPTEMBER 30, 2028**

## TABLE OF CONTENTS

	PAGE
AGREEMENT .....	1
ARTICLE I. UNION RECOGNITION .....	1
Section 1. Bargaining Unit .....	1
ARTICLE II. MANAGEMENT RIGHTS .....	1
Section 1. Recognition of Management Rights .....	1
Section 2. Listing of Management Rights .....	1
Section 3. Recognition of Management Rights .....	2
ARTICLE III. WORK STOPPAGES .....	2
Section 1. Prohibition of Work Stoppages .....	2
Section 2. Union Obligations .....	2
ARTICLE IV. GRIEVANCE AND ARBITRATION PROCEDURE .....	3
Section 1. Definition of Grievance .....	3
Section 2. Grievance Form .....	3
Section 3. Employee Grievances .....	3
Section 4. Employer Grievances .....	4
Section 5. Time Limits .....	4
Section 6. Time Computation .....	4
Section 7. Selection of Arbitrator .....	5
Section 8. Power of Arbitrator .....	5
Section 9. Arbitration Decision .....	5
Section 10. Arbitration Expenses .....	5
Section 11. Excluded Matters .....	5
ARTICLE V. NONDISCRIMINATION .....	6
Section 1. Prohibition of Discrimination .....	6
Section 2. Gender References .....	6
Section 3. Union Membership .....	6
Section 4. A.D.A. Compliance .....	6
ARTICLE VI. HOURS OF WORK .....	7
Section 1. Schedule .....	7
Section 2. Compensatory Time .....	7
Section 3. Overtime .....	7
ARTICLE VII. PROBATIONARY PERIOD .....	7
ARTICLE VIII. WAGES .....	8
Section 1. Pay Grid .....	8
Section 2. Call Back Pay .....	8
Section 3. Longevity .....	8
Section 4. Performance Evaluation .....	8
ARTICLE IX. WORK RULES .....	8
ARTICLE X. DISCIPLINE AND DISCHARGE .....	9
Section 1. Civil Service Act .....	9
Section 2. Termination .....	9

ARTICLE XI. LAYOFF .....	9
Section 1. Notice .....	9
Section 2. Procedure .....	9
ARTICLE XII. UNPAID LEAVES OF ABSENCE .....	10
Section 1. Military Leave of Absence .....	10
Section 2. Family Leave .....	10
ARTICLE XIII. HOLIDAYS .....	10
Section 1. Eligibility .....	10
Section 2. Designated Holidays .....	10
Section 3. Holiday Pay .....	11
Section 4. Separation .....	11
ARTICLE XIV. VACATION .....	11
Section 1. Eligibility .....	11
Section 2. Benefit .....	12
Section 3. Usage .....	12
Section 4. Accumulation .....	12
Section 5. Separation .....	12
ARTICLE XV. SICK LEAVE .....	13
Section 1. Eligibility .....	13
Section 2. Qualifications .....	13
Section 3. Benefit .....	13
Section 4. Maximum Accumulation .....	13
Section 5. Notification .....	13
Section 6. Release .....	14
Section 7. Verification .....	14
Section 8. Separation .....	14
ARTICLE XVI. BULLETIN BOARDS .....	14
Section 1. Designation .....	14
Section 2. Materials .....	14
ARTICLE XVII. HEALTH INSURANCE .....	14
Section 1. Plan .....	14
Section 2. Modifications .....	14
Section 3. Premium Payments .....	15
Section 4. Maintain Level of Benefits .....	15
ARTICLE XVIII. RETIREMENT .....	15
Section 1. Benefit .....	15
Section 2. Retired Members Health Care Plan .....	15
ARTICLE XIX. UNIFORMS .....	16
Section 1. Benefit .....	16
Section 2. Employee Obligation .....	16
ARTICLE XX. EMERGENCY LEAVE .....	16
Section 1. Eligibility .....	16
Section 2. Benefit .....	16
ARTICLE XXI. JURY DUTY .....	17
Section 1. Benefit .....	17

Section 2.	Compensation . . . . .	17
Section 2.	Compensation Qualification . . . . .	17
ARTICLE XXII.	SAFETY COMMITTEE. . . . .	17
ARTICLE XXIII.	UNION DUES CHECKOFF . . . . .	17
Section 1.	Deduction . . . . .	18
Section 2.	Revocation . . . . .	18
Section 3.	Indemnification . . . . .	18
ARTICLE XXIV.	SCOPE OF AGREEMENT . . . . .	18
Section 1.	Complete Agreement . . . . .	18
Section 2.	Interpretation . . . . .	18
Section 3.	C.I.R. Waiver . . . . .	18
Section 4.	Negotiations . . . . .	19
ARTICLE XXV.	DURATION . . . . .	19
Section 1.	Contract Term . . . . .	19
Section 2.	Noncontinuation . . . . .	19
Section 3.	Negotiations . . . . .	19
ARTICLE XXVI.	OUTSIDE EMPLOYMENT . . . . .	19
ARTICLE XXVII.	PHYSICALS & AGILITY TESTING . . . . .	19
ARTICLE XXVIII.	RETURN-TO-WORK PROGRAM. . . . .	20
ARTICLE XXIX.	VEBA MUTUAL ASSOCIATION . . . . .	21
ATTACHMENT "A"	PAY GRID . . . . .	22
Section 1.	Initial Placement . . . . .	23
Section 2.	Eligibility for Pay Grid Movement . . . . .	23
Section 3.	Performance. . . . .	23
Section 4.	Cost of Living Salary Adjustment . . . . .	23
ATTACHMENT "B"	ANNUAL MEDICAL EXAMINATION POLICY... . . . .	24

## AGREEMENT

This contract made and entered into this 29<sup>th</sup> day of September, 2025 at McCook, Nebraska, by and between the City of McCook, Nebraska (hereinafter referred to as the City) and the McCook Professional Firefighters Association Local 2100 (hereinafter referred to as the Collective Bargaining Unit), is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages and lock-outs, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

### ARTICLE I.

#### UNION RECOGNITION

Section 1. Bargaining Unit. The City recognizes the Collective Bargaining Unit as the exclusive collective bargaining agent for Lieutenants employed by the City of McCook Fire Department excluding the position of Fire Chief, Full-time Firefighters of all EMT levels, and Administrative Assistant.

### ARTICLE II.

#### MANAGEMENT RIGHTS

Section 1. Recognition of Management Rights. All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the City and remain exclusively within the rights of the City. Unless specifically stated otherwise in this Contract, the rules and regulations contained in the City of McCook, Nebraska Employee Handbook will be applicable to all employees in this bargaining unit.

Section 2. Listing of Management Rights. The City reserves the right to operate and manage its operations and to direct the work force of the McCook Fire Department including,

but not limited to: the right to plan, direct, control, reorganize, reduce and terminate operations; to determine the nature of services to be supplied and to determine the extent to which such services will be provided; or the scheduling of service and the methods, processes and means of service; the right to hire, select, assign, transfer, promote, demote, suspend and discharge employees; the right to promulgate and enforce reasonable rules; the right to establish drug, alcohol and controlled substance testing; the right to subcontract; the right to relieve employees from duty because of lack of work or other legitimate reasons; and the right to introduce any new or improved methods or facilities; and the right to select any and all equipment and materials to be utilized in the operation of the McCook Fire Department.

Section 3. Recognition of Management Rights. The Collective Bargaining Unit recognizes the express provisions of this Agreement as constituting the only limitations, other than limitations of law, upon the City's right to manage and supervise its operations. All management rights not curtailed or surrendered by this Agreement are reserved to the City and the City has the right to take any steps necessary to maintain efficient operations subject only to the express provisions of this Agreement.

### ARTICLE III.

#### WORK STOPPAGES

Section 1. Prohibition of Work Stoppages. The protection of the public health, safety and welfare demands that neither the union nor any individual City employee in the bargaining unit, or any person acting in concert with them will cause, sanction or take part in any lockouts, strikes, slow downs, work stoppages, abnormal absenteeism, withholding of services or any other interference with the normal work routine of the City, including sympathy strikes or boycotts, for any reason whatsoever during the period of this Agreement. No picket lines of any type may be observed during the term of this Agreement.

Section 2. Collective Bargaining Unit Obligations. The Collective Bargaining Unit, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or

participate in any strike, slow down, work stoppage or interference with operations, including sympathy strikes or boycotts, for any reason whatsoever. If any unauthorized strike, slow down, work stoppage or interference with production, including a sympathy strike or boycott, occurs or is threatened, the Collective Bargaining Unit agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

#### ARTICLE IV.

##### GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition of Grievance. A grievance is jointly defined as any disagreement concerning the interpretation or application of the specific and express provisions of this Agreement relating to wages, fringe benefits or working conditions.

Section 2. Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the act or acts of commission or omission, the date of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought. Failure to substantially comply with this Section shall result in the dismissal of the grievance.

Section 3. Employee Grievances. A grievance initiated by a bargaining unit member or by the Collective Bargaining Unit on behalf of a bargaining unit member shall be handled in the following manner:

- (a) Step 1. A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member, shall first be discussed between the employee or the employee and the union steward (at the employee's request) and the immediate supervisor of the employee or employees in question in an attempt to settle the grievance. A grievance not settled pursuant to such discussion which the bargaining unit member wishes to pursue shall be placed into writing in accordance with Section 3 of this Article. The grievance must be initiated promptly, and at least within ten (10) working days after the occurrence of the event upon which the grievance is based. The immediate supervisor shall then have ten (10) working days to respond to the grievance and to give an answer to the bargaining unit member.
- (b) Step 2. A grievance not settled in Step 1 and which the bargaining unit member and the union wish to pursue further shall be initiated promptly and at least within ten (10) working days after receipt of the answer provided for in Step 1 above.

A written response to employee's appeal will be required by the department head within ten (10) working days. If the matter is not resolved within the department, the employee may submit a written appeal to the City Manager within ten (10) working days following the department head's response.

- (c) Step 3. After reviewing the situation, the City Manager will respond to the employee within ten (10) working days following receipt of the appeal. The City Manager may support the department head's decision or reverse the decision. The decision of the City Manager is final.
- (d) Step 4. Within ten (10) working days of receipt of the decision in Step 3, the grievant may appeal said decision through voluntary binding arbitration.

Section 4. Employer Grievances. A grievance may be initiated and prosecuted by the City through its Fire Chief or City Manager by the filing of such grievance in writing in accordance with the terms of Section 2 of this Article with the local union representative. Within ten (10) calendar days after the date of filing of such a grievance the Union and the City or their designated representatives shall arrange for a meeting in order to discuss the grievance. The Union will provide the City with an answer to the grievance within ten (10) calendar days after the conclusion of such meeting. Notice of the City grievance may be given by mail, and in such event, the date of postmark shall be considered the date of filing.

Section 5. Time Limits. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party to meet the time limits provided for shall result in the dismissal of the grievance. Failure of the responding party to meet the time limits provided for in this Article shall allow the grieving party the right to amend the grievance setting forth the additional facts of the failure of the responding party to meet the time limits provided for in this Article and to request additional relief due to such failure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.

Section 6. Time Computation. In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until

the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.

Section 7. Selection of Arbitrator. In the event the grievance procedure does not result in the resolution of a grievance, either party may provide notice of intent to proceed to arbitration by filing such a notice in writing with the other party within ten (10) calendar days after receipt of the final answer provided for in the grievance procedure. Upon receipt of such notice the parties shall promptly meet and attempt to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator by mutual agreement, the parties shall jointly request a list of names from the Federal Mediation and Conciliation Service. Following receipt of such a list, the party requesting arbitration shall strike a name from the list followed by the other party striking a name from the list. The parties shall thereafter alternately strike names from the list until only one name is remaining. The remaining individual on the list shall serve as the arbitrator.

Section 8. Power of Arbitrator. Based upon the written grievance filed pursuant to the grievance procedure and the evidence presented at the arbitration hearing, the arbitrator shall herein decide the grievance in question. The arbitrator may interpret the agreement and apply it to the particular case presented to him, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this agreement or any agreements made supplementary hereto. The arbitrator shall have no authority to compel pre-hearing discovery.

Section 9. Arbitration Decision. The ruling and decision of the arbitrator shall be in writing and shall be final and binding on all parties provided that the arbitrator shall comply with limitations set forth in this Article, and shall limit the decision to the evidence supplied by the parties at the hearing and relevant case law precedent.

Section 10. Arbitration Expenses. All fees and expenses of the arbitrator and court reporter shall be borne equally by the parties.

Section 11. Excluded Matters. No grievance alleging discrimination under Section 1

of the Nondiscrimination Article of this Agreement shall be appealed to arbitration, unless the grievant shall execute a knowing, intelligent, and voluntary waiver of his or her right to file charges within any federal, state, or local agency, or in any federal, state or local court with respect to said grievance. If the grievant does not choose to execute such a waiver, the grievance shall be ineligible to proceed to arbitration, and the last decision given under the grievance procedure shall be final. If the grievance alleges discrimination under Section 1 of the Nondiscrimination Article of this Agreement, the 10 working-day period to appeal to arbitration set forth in Section 3(d) of this Article shall be extended to 30 working days.

## ARTICLE V.

### NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, Union or non-Union membership.

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

Section 3. Collective Bargaining Unit Membership. The City and the Collective Bargaining Unit agree not to intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees to form, join or assist the Collective Bargaining Unit or to refrain from any such activities, including the right to withdraw, revoke or cancel Union membership at any time.

Section 4. A.D.A. Compliance. In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Collective Bargaining Unit hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining

unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

## ARTICLE VI.

### HOURS OF WORK

Section 1. Schedule. The hours of work will be established by management and notice will be given to employees.

Section 2. Compensatory Time. Bargaining unit employees may receive compensatory time off in lieu of overtime compensation. All compensatory time shall be calculated in accordance with the terms of the Fair Labor Standards Act and payment shall be made in accordance with the Fair Labor Standards Act and regulations issued pursuant to that statute. Bargaining unit employees may not accrue more than 168 hours of compensatory time. Compensatory time must be approved and may be assigned by the fire chief. Employees who are unable to utilize compensatory time hours due to scheduling and manpower requirements shall receive payment for overtime compensation after reaching such limit.

Section 3. Overtime. Bargaining unit employees shall receive overtime compensation at the rate of not less than one and one-half times their regular rate of pay for all hours worked and approved by the fire chief in excess of 159 hours in a 21-day work period. Bargaining unit employees on a 40 hour per week schedule shall receive overtime compensation at the rate of not less than one and one-half times their regular rate of pay for all hours worked and approved by the fire chief in excess of 40 hours.

## ARTICLE VII.

### PROBATIONARY PERIOD

New employees hired by the City as Firefighters shall be considered on probation for

the first six (6) months of their employment insofar as seniority and discharge are concerned; at the end of which time, if still employed, they shall be either discharged without recourse or placed on the seniority listing. An employee's seniority shall commence the first day of his/her employment providing he/she remains beyond six (6) months.

#### ARTICLE VIII.

##### WAGES

Section 1. Pay Grid. The pay grid to be utilized during the term of this Agreement is attached hereto and made a part hereof as Attachment A.

Section 2. Call Back Pay. Bargaining unit employees called back to work after completing their regular shift shall be paid a minimum of two hour call back pay.

Section 3. Longevity. All bargaining agreement employees shall receive longevity pay at the rate of 1% of base pay (as reflected on Attachment A) for each five (5) years of continuous service. The years of service shall be figured from the date of permanent full-time status.

Section 4. Performance Evaluation. Performance evaluations shall be completed on an annual basis. The date of this evaluation is determined by the most recent of the employee's initial hire date or job classification change date. When a performance evaluation is accompanied by a recommendation for a merit salary adjustment, that performance evaluation shall be completed, signed, and submitted to the Payroll Office at City Hall at least five (5) working days prior to the effective date of the recommended salary increase.

#### ARTICLE IX.

##### WORK RULES

The City may adopt rules and regulations for the operation of the Department and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America.

ARTICLE X.

DISCIPLINE AND DISCHARGE

Section 1. Civil Service Act. Employees in the bargaining unit covered by this Agreement shall be employed only during good behavior.

Section 2. Termination. Employees in the bargaining unit may be removed or discharged, suspended with or without pay, demoted, reduced in rank, or deprived of vacation, benefits, compensation or other privileges (except pension benefits) for any of the following reasons:

- (a) Incompetency, inefficiency, or inattention to or dereliction of duty;
- (b) Dishonesty, prejudicial conduct, immoral conduct, insubordination, discourteous treatment of the public or a fellow employee, any act of omission or commission tending to injure the public service, any willful failure on the part of the employee to properly conduct himself or herself, or any willful violation of the Civil Service Act or the rules and regulations adopted pursuant to such act;
- (c) Mental or physical unfitness for the position which the employee holds;
- (d) Drunkenness or the use of intoxicating liquors, narcotics, or any other habit-forming drug, liquid, or preparation to such an extent that the use interferes with the efficiency or mental or physical fitness of the employee or precludes the employee from properly performing the functions and duties of his or her position;
- (e) Conviction of a felony or misdemeanor tending to injure the employee's ability to effectively perform the duties of his or her position; or
- (f) Any other act or failure to act which, in the judgment of the civil service commissioners, is sufficient to show the offender to be an unsuitable and unfit person to be employed in the public service.

ARTICLE XI.

LAYOFF

Section 1. Notice. In the event of a layoff, the City will give the employee being laid off two (2) week's notice or two (2) week's salary.

Section 2. Procedure. Layoffs shall be in accordance with the City's reduction-in-force policy which shall consider factors including, but not limited to:

- (a) The multiple job skills recently or currently being performed by the employee.

- (b) The knowledge, skills, and abilities of the employee.
- (c) The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee.
- (d) The employment policies and staffing needs of the department together with contract, ordinances, and statutes related thereto.
- (e) Required federal, state, or local certifications or licenses.
- (f) Seniority.

## ARTICLE XII.

### UNPAID LEAVES OF ABSENCE

Section 1. Military Leave of Absence. A military leave of absence shall be granted in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 2. Family Leave. The parties agree to comply with the Family and Medical Leave Act of 1993, and agree further that any employee utilizing benefits under such statute shall be required to substitute paid leave for any leave taken under such Act, until such paid leave is exhausted.

## ARTICLE XIII.

### HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit shall be entitled to holiday pay benefits after successfully completing their probationary period.

Section 2. Designated Holidays. The following days are designated holidays for employees in the bargaining unit:

- (a) January 1 - New Years Day
- (b) Last Monday in May - Memorial Day
- (c) July 4 - Independence Day
- (d) First Monday in September - Labor Day
- (e) Fourth Thursday in November - Thanksgiving Day

- (f) Fourth Friday in November - Day after Thanksgiving Day
- (g) December 25 - Christmas Day
- (h) December 24- ½ Christmas Eve
- (i) Three floating holidays to be requested by employee in advance and approved by management in advance. One floating holiday must be used by July 1 or it will be forfeited. Two Floating holiday's must be used by December 31 or they will be forfeited. Floating holidays cannot be stacked together on the same day.

Section 3. Holiday Pay. Employees working the holiday will receive eighteen (18) hours of straight time pay for the holiday; employees not working the holiday will received twelve (12) hours of straight time pay for the holiday; and, employees on a 40-hour work week schedule will receive eight (8) hours of straight time pay for the holiday. Such pay will not be counted as hours worked for the purpose of calculating overtime.

Section 4. Separation. Employees separated from employment will receive pay for the floating holiday in addition to any other holidays occurring prior to the date of separation which have not been paid.

#### ARTICLE XIV.

#### VACATION

Section 1. Eligibility. All bargaining unit employees are eligible for vacation benefits after completing one full year of employment. After becoming eligible the employee will be credited with accrued vacation leave in an amount equal to that which would have been accrued if the accrual had commenced as of the initial date of employment.

Section 2. Benefit. Eligible bargaining unit employees will accrue vacation benefits each bi-weekly pay period at the following rates:

	<u>40 HOUR WORK WEEK</u>	<u>159 HOUR WORK PERIOD</u>
Commencement date thru 4th year	3.08 (127.67 MAX)	4.31 (177.30 MAX)
From start of 5th year	3.69 (152.00 MAX)	5.17 (213.20 MAX)
From start of 8th year	4.62 (190.00 MAX)	6.46 (266.00 MAX)
From start of 13th year	5.23 (215.33 MAX)	7.32 (300.86 MAX)
From start of 18th year	6.15 (253.27 MAX)	8.61 (354.54 MAX)

Section 3. Usage. Eligible employees must request vacation scheduling in advance in writing. All vacation requests must be approved in advance by management.

Section 4. Accumulation. The maximum number of vacation hours which may be accumulated by an eligible employee is one and one half times the number of vacation hours earned in a year. Vacation hours accumulated over this number must be taken within one month of reaching the maximum accumulation level or such additional vacation hours will be forfeited. Any vacation that the employee wishes to take must be requested, in advance, by completing a vacation request form and having the request approved by the fire chief. Employees who are unable to utilize vacation hours accumulated over the maximum accumulation level within such month due to scheduling and manpower requirements will be paid for their unused vacation hours over the maximum level.

Section 5. Separation. Employees separating from employment will be paid 100% of all accrued but unused vacation pay.

ARTICLE XV.

SICK LEAVE

Section 1. Eligibility. A bargaining unit employee is eligible for sick leave after having completed their probationary period.

Section 2. Qualifications. Sick leave shall be granted to employees in the bargaining unit for any of the following reasons:

- (a) Personal illness or physical incapacity resulting from causes beyond the control of the employee.
- (b) A quarantine of the employee in accordance with community health regulations.
- (c) An appointment with a doctor or dentist.
- (d) An illness or condition of an immediate family member which requires the employee's presence. Immediate family is defined as the employee's spouse, parents, children or any other individual actually living in the employee's household.

Section 3. Benefit. Sick leave shall accrue for bargaining unit employees from their initial date of employment at the following bi-weekly rates:

**40 HOUR WORK WEEK:** Bi-weekly accrual - 3.60 hours  
(Maximum accrual - 800 hours)

**159 HOUR WORK PERIOD:** Bi-weekly accrual - 11.08 hours  
(Maximum accrual - 2,400 hours)

Section 4. Maximum Accumulation. Bargaining unit employees working a 159 hour work period may accumulate up to 2,400 hours of sick leave; bargaining unit employees working a 40 hour work week may accumulate up to 800 hours of sick leave. Any sick leave accrued beyond that maximum level shall be forfeited.

Section 5. Notification. An employee on sick leave shall report to the Fire Chief at least 30 minutes before the beginning of the work shift when he or she will be absent. The employee shall keep the Fire Chief informed of his or her condition.

Section 6. Release. The City may require a written release and authorization to return to work from a physician any time a person has been under a physician's care for sick leave.

Section 7. Verification. The City reserves the right to require verification for any sick leave usage.

Section 8. Separation. Employees voluntarily separating employment in good standing will be paid 25% of any accrued but unused sick leave.

#### ARTICLE XVI.

##### BULLETIN BOARDS

Section 1. Designation. The City shall designate a bulletin board which may be utilized by the Union for the posting of Union materials.

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

#### ARTICLE XVII.

##### HEALTH INSURANCE

Section 1. Plan. The City agrees to provide health, dental and life insurance benefits to employees in the bargaining unit pursuant to the City of McCook Employee Medical and Dental Benefit Plan. The City of McCook Employee Medical Wellness Benefit includes an annual respiratory examination for Firefighters/Lieutenants.

Section 2. Modifications. The City reserves its right to modify plan benefits, insurance carriers, third party administrators, and otherwise make changes and modifications in the health, dental and life insurance benefits provided to employees in the bargaining unit during the life of this contract. (For example, in regard to modifications, there was discussion and

clarification with union representatives in achieving this collective bargaining agreement of Morbid Obesity and the extension of the Children Wellness Benefit.)

Section 3. Premium Payments. The employee agrees to pay \$80.00 per two-week period for family premium and \$20.00 per two-week pay period for single premium, from October 1, 2025 through September 30, 2028. The employee agrees to pay health insurance premiums at the following rates from October 1, 2025 through September 30, 2028:

\$20 per pay period for a single member

\$47 per pay period for employee and spouse

\$40 per pay period for employee and children

\$80 per pay period for employee and family.

Section 4. Maintain Level of Benefits. The City agrees that the above insurance benefits shall be maintained, at not less than the highest standards in effect at the time of this agreement. In the event that it becomes necessary to change carriers the City and Collective Bargaining Unit agree to meet to ensure that the level of benefits does not subtract in value from what is currently in effect.

#### ARTICLE XVIII.

#### RETIREMENT

Section 1. Benefit. The City agrees to provide retirement benefits for employees in the bargaining unit pursuant to the Firefighters Retirement System Fund provided for by state law.

Section 2. Retired Members Health Care Plan. The City and Collective Bargaining Unit agree to work together to develop a plan for retired members to utilize unused sick leave to be applied towards the purchase of retirement health care coverage. The program will not be funded by City directly but shall allow, in principle, employees to use a portion of their unused sick leave for such a program. The parties agree to work together on said plan and to make a part of this contract once completed.

ARTICLE XIX.

UNIFORMS

Section 1. Benefit. The City will provide each employee required to wear a uniform with such a uniform. No uniform or part of uniform may be worn while off-duty. Such uniform shall remain the property of the City and must be returned to the City upon termination of employment. For collective bargaining union members, the City shall provide an additional \$750.00 per contract year for City job related clothing or equipment, to each collective bargaining unit member at the beginning of the contract year. The Fire Chief will manage, maintain records and approve of how each collective bargaining unit member spends their allowance. If a collective bargaining unit member separates employment with the City or at the commencement of a Civil Service Action, that member will be ineligible for the allowance effective upon notice. Approval of purchases shall be made by the Fire Chief, after discussions with the collective bargaining union members.

Section 2. Employee Obligation. The employee shall maintain the uniform in good condition and shall also wear the prescribed uniform during all hours of employment. The employee shall maintain a neat appearance at all times. Upon separation from employment, each employee shall be obligated to return all uniforms and equipment provided by the City. Failure by the employee to return such uniforms or equipment shall allow the City to reduce wages accordingly as provided by law.

ARTICLE XX.

EMERGENCY LEAVE

Section 1. Eligibility. All bargaining unit employees shall be eligible for emergency leave after completing their probationary period.

Section 2. Benefit. Emergency leave not to exceed twenty four (24) consecutive working hours will be granted by the City in the event of a death of a member of the immediate family. Such emergency leave will be with pay. Immediate family for emergency leave

purposes is defined as a spouse, children, parents, brothers, sisters or grandparents and the same relatives of the spouse of the employee. Emergency leave shall be taken within one (1) week of the date of the death or at other times with the approval of the Fire Chief or City Manager.

## ARTICLE XXI.

### JURY DUTY

Section 1. Benefit. Any employee who is summoned to serve on jury duty shall not be subject to discharge of employment, loss of pay, loss of sick leave, loss of vacation time or any other form of penalty as a result of his or her absence from employment due to such jury duty upon giving reasonable notice to the City of such summons.

Section 2. Compensation. Employees on jury duty shall report to the City the full amount of any compensation, other than expenses, paid to the employee for jury duty, which amount shall be deducted from the regular pay of the employee.

Section 3. Compensation Qualification. In order to qualify for any payment by the City, employees must work at their assigned jobs on any scheduled work day or days during the jury leave period referred to in Section 1, that they are not required to report for jury duty.

## ARTICLE XXII.

### SAFETY COMMITTEE

One member of the McCook Professional Firefighters Association Local 2100 will represent both the Lieutenants' and Firefighters' Collective Bargaining Units as a representative on the McCook Safety Committee. The length of service on this committee is outlined under the guidelines of the City of McCook Safety Committee. It shall be the responsibility of the bargaining unit to elect a member to serve on the Safety Committee.

## ARTICLE XXIII.

### UNION DUES CHECKOFF

Section 1. Deduction. The City agrees to deduct regular monthly Union dues from the pay of each bargaining unit employee covered by this Agreement. This Agreement is contingent upon a current written dues checkoff agreement executed by any such employee being in the possession of the City.

Section 2. Revocation. The parties agree that any bargaining unit employee may revoke any written dues checkoff obligation at any time at the option of the employee.

Section 3. Indemnification. The Collective Bargaining Unit agrees to indemnify the City and to hold the City harmless from any and all liability, including the payment of back wages, for any and all claims, demands or suits which may arise out of the checkoff of the City of Union dues.

#### ARTICLE XXIV.

##### SCOPE OF AGREEMENT

Section 1. Complete Agreement. The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

Section 2. Interpretation. This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

Section 3. C.I.R. Waiver. As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska

Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2020 through September 30, 2025. This waiver also applies to any negotiations leading to the current contract covering the period of October 1, 2020 through September 30, 2020. This waiver does not apply to negotiations covering any other period of time including negotiations for a replacement contract commencing October 1, 2015.

Section 4. Negotiations. The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

#### ARTICLE XXV.

##### DURATION

Section 1. Contract Term. This Agreement shall be in full force and effect from October 1, 2020 through September 30, 2025 only.

Section 2. Noncontinuation. No portion of this Agreement shall extend beyond the date of expiration of this Agreement unless by mutual written agreement of the parties.

Section 3. Negotiations. The parties agree to commence negotiations for a replacement contract no later than March 1, 2020.

#### ARTICLE XXVI.

##### OUTSIDE EMPLOYMENT

Fire Department employees may take part-time employment, in addition to City job, if there is no conflict with assigned working hours, the work efficiency of the employee is not reduced, and there is no conflict with the interests of the City. Employees must obtain prior approval from the Fire Chief before any outside employment is undertaken by the employee. Whenever extra duty is necessary by the City, such extra duty shall take precedence over outside employment. The Fire Chief may cancel approval of outside employment at any time.

ARTICLE XXVII.

PHYSICALS AND AGILITY TESTING

To insure wellness as well as determine long term fitness for duty, the City and Collective Bargaining Unit have worked together to develop standards for a yearly physical screening and a agility testing program. A copy of the Annual Medical Examination Policy is attached to this agreement and marked and made a part here of as Attachment "B". The City and Collective Bargaining Unit agree the annual medical examination will be performed by one selected provider from the McCook Community Hospital to assure uniformity. The City shall be responsible for the cost of each members annual medical examination. The Community Hospital shall bill the City directly for these costs, separate from each members insurance.

ARTICLE XXVIII.

RETURN-TO-WORK PROGRAM

The City of McCook supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position in their department compatible with any physical restrictions they may have. We believe this practice serves the best interests of our employees and organization.

The prompt return of injured employees to their departmental positions within their medical restrictions will minimize the impact of work-related injuries. Coming back to work early helps employees remain functional as they recover while providing our organization with the valuable use of employees' talents. It also helps control workers' compensation costs.

Current positions may be modified to fit the medical limitations of injured employees by modifying workstations, altering specific tasks or working reduced hours. If this is not possible, temporary transitional jobs may be made available with your department. An example of a transitional job or task would include light desk duty.

This return-to-work program is an important part of our organization's commitment to manage work-related injuries in a way that's best for our employees and for this organization.

ARTICLE XXIX.

VEBA MUTUAL ASSOCIATION

The Collective Bargaining Unit have voted unanimously in 2020 to stop funding a VEBA account created by the City and Collective Bargaining Unit in 2015. The VEBA account was funded by member's sick leave at time of retirement or separation. No new sick leave contributions shall be made by the members to the VEBA account.

IN WITNESS WHEREOF, the parties have set their hands this 29 day of September, 2025.

CITY OF MCCOOK, NEBRASKA

LIEUTENANTS COLLECTIVE  
BARGAINING UNIT  
MCCOOK PROFESSIONAL  
FIREFIGHTERS ASSOCIATION  
LOCAL 2100

By: \_\_\_\_\_  
Linda Taylor, Mayor

By: . \_\_\_\_\_  
Dan Hartwell, President

CITY OF MCCOOK, NEBRASKA  
AND  
MCCOOK PROFESSIONAL FIREFIGHTERS  
ASSOCIATION LOCAL 2100  
COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2028  
ATTACHMENT "A"  
PAY GRID

159 hour work period employees in the bargaining unit shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/25 - 09/30/26	20.121	20.772	21.423	22.073	22.724	23.375	24.026	24.677	25.328	25.979	26.630
10/01/26 - 09/30/27	**	**	**	**	**	**	**	**	**	**	**
10/01/27 - 09/30/28	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**

40 hour work week employees in the bargaining until shall be paid pursuant to the following pay plan:

Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
10/01/25 - 09/30/26	25.426	26.490	27.241	28.205	29.217	30.210	31.275	32.362	33.490	34.661	35.873
10/01/26 - 09/30/27	**	**	**	**	**	**	**	**	**	**	**
10/01/27 - 09/30/28	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**
-	**	**	**	**	**	**	**	**	**	**	**

\*\* See Section 4 - Cost of Living Salary Adjustment

The pay grid above is for firefighters/paramedics. Firefighter/paramedic Lieutenants will receive 15% more than the salaries shown on this grid. New employees hired as

firefighters/EMT-I will receive 7.5% less than the salaries shown on this pay grid. New employees hired as firefighters/EMT-B will receive 12.5% less than the salaries shown on this pay grid.

When an employee advances his/her EMT certification to a higher level, their salary level will increase according to the pay grid of this new EMT certification.

Section 1. Initial Placement. All new employees in the bargaining unit will be placed on a step in the salary schedule by the City Manager.

Section 2. Eligibility for Pay Grid Movement. All employees in the bargaining unit shall be eligible for movement to the next step in the salary schedule within the time intervals shown above.

All full-time employees shall be placed on a Step in the salary schedule by the City Manager and shall be eligible for movement to a subsequent Step after twelve months, and each twelve months thereafter until reaching the top step.

Section 3. Performance. Movement from Step to Step on the Pay Plan shall not be automatic and shall be based upon satisfactory performance during the eligibility period.

Section 4. Cost of Living Salary Adjustment. The annual Cost of Living Salary Adjustments for this contract period will be based upon the Consumer Price Index (CPI) - All Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted. Specifically, the index figures used are listed in the table below:

FISCAL YEAR	CPI TWELVE MONTH PERIOD
October 1, 2025 - September 30, 2026	February 2024 - January 2025
October 1, 2026 - September 30, 2027	February 2025 - January 2026
October 1, 2027 - September 30, 2028	February 2026 - January 2027
October 1, 2028 - September 30, 2029	February 2027 - January 2028
October 1, 2029 - September 30, 2030	February 2028 - January 2029

Using the CPI as a guide, during this five year contract, the parties agree to use the February to January data as the numbers to be compared each year. The parties also agree that the data from January of the prior year in a given contract shall be divided into the current year February number to arrive at the cost of living adjustment. Effective October 1, 2025, the parties agree to maintain the maximum ceiling for COLA to 4.5% and the minimum floor for annual COLA to 2.5% for the duration of this contract. Each year, prior to September 30th, the new cost of living adjustment based upon the CPI Twelve Month Period will be calculated and the Pay Grid will be replaced with the new cost of living adjusted amounts.

#### ATTACHMENT "B" Annual Medical Examination

Collective Bargaining Unit members shall receive an annual medical examination. This examination will be performed by one selected provider from the McCook Community Hospital to assure uniformity.

A specific breakdown of the annual medical examination is found on appendix A. The medical examination will include:

- Medical history questionnaire
- Hands-on physical exam
- Pulmonary function test
- Vital signs
- Resting 12-lead electrocardiogram
- Cardiac stress test (per NFPA 1582 recommendations)
- Blood chemistry lab tests (include lipid profile)
- Urinalysis
- Chest x-ray (baseline)

In the event that the physician and/or health care provider identifies a health problem or condition that requires further evaluation, but would not prevent the member from performing his/her duties safely, the member will be referred to his/her personal physician.

If the physician and/or health care provider identifies a health condition that prevents the member from performing his/her duties safely, the Fire Chief will be notified. The medical condition will not be revealed to other members of the Department. The physician and/or health care provider will recommend to the Department that the member:

- Not work full or modified duty until evaluated by an appropriate licensed health care provider, or,
- Work modified duty until evaluated by an appropriate licensed health care provider and released for full duty.

## APPENDIX A: ANNUAL PHYSICAL EXAMINATION

### Uniformed Firefighter Medical Examinations

1. COMPLETE MEDICAL HISTORY
    - a. Medical and surgical history. Prior work/exposure history
    - b. Family history. Prior history of toxic environment
    - c. Allergy history
    - d. Review of body systems
    - g. Reproductive history
    - h. Stress evaluation
  2. URINALYSIS
    - a. Specific gravity
    - b. Albumin/Blood
    - c. Sugar/Microscopic examination (if needed)
    - d. PH
  3. VITAL SIGNS
    - a. Temperature
    - b. Height and weight
    - c. Blood pressure
    - d. Pulse rate
  4. ELECTROCARDIOGRAM
    - a. Twelve-lead resting tracing
    - b. \*Treadmill exercise cardiac stress test
- \*\*RADIOLOGY
- a. Chest X-ray, PA, 14 x 17
6. PULMONARY FUNCTION SCREENING TEST
    - a. Vital capacity
    - b. One second forced expiratory volume
  7. HEMATOLOGY PROFILE  
CBC with diff. to include, at a minimum, the following:

- a. Hemoglobin count
- b. Hematocrit
- c. Red blood count
- d. White blood count
- WBC differential count
- Platelets

#### 8. BLOOD CHEMISTRY PROFILE

- a. Calcium
- b. Phosphorus
- c. Glucose
- d. Urea nitrogen
- e. Uric acid
- f. Cholesterol
- g. Total Protein
- h. Albumin
- i. Total bilirubin
- j. Alkaline phosphatase
- k. LDH
- l. Triglycerides
- m. Globulin
- n. TSH
- o. SGPT (ALT)
- p.
- q. HDL
- r. CHOL/HDL ratio
- s. Sodium
- t. Potassium
- u. Chloride
- v. CRP-H's (Cardiac)
- w. Iron/Serum

#### 9. OTHER LAB STUDIES

- a. PSA on all males 45 years of age and older

#### IO. STOOL OCCULT BLOOD TEST (3) FOR STOMACH AND INTESTINAL TRACT BLEEDING FOR THOSE OVER AGE 40

- COMPLETE PHYSICAL EXAMINATION BY PHYSICIAN, INCLUDING:
  - Fundoscopic examination of the retina of the eyes
  - Rectal examination for men over 35
  - Proctoscopic examination every 4.5 years for those over age 45 or with history of bleeding (This test is advisable, but optional)
  - Extensive physical examination e, Body composition will be determined by the Health and Fitness Instructor on staff at the fire department
- COMPLETE DISCUSSIONAL REVIEW OF EXAM RESULTS WITH EXAMINEE
  - Specific laboratory testing as directed by the work history and the physical examination
- WRITTEN DOCUMENTATION OF EXAMINATION RESULTS TO BE PLACED IN THE EMPLOYEE'S CONFIDENTIAL PERSONNEL FILE

NOTE \* Members 30 years old and under will be tested on treadmill every third year, Those 30 to 39 years old will be tested on treadmill every other year. Those 40 and older will be tested yearly. All smokers will be tested yearly.

NOTE Chest X-ray administered on pre-employment and every year for smokers and three years for nonsmokers