



23R-59

Introduce: 2-13-23

RESOLUTION NO. A- **93828**

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 That the attached Letter of Agreement between the City of Lincoln and the Lincoln
3 Firefighters Association (IAFF, Local 644) amending the 2021-2023 Collective Bargaining
4 Agreement regarding the current automated staffing program (Telestaff) is hereby approved and
5 the Mayor is authorized to execute the same on behalf of the City.

Introduced by:

Approved as to Form & Legality:

City Attorney

AYES: Beckius, Bowers, Shobe, Suarez, Ward,
Washington; NAYS: None; ABSENT: Meginnis.

Approved this 7th day of MARCH, 2023:

Mayor

ADOPTED
FEB 27 2023
BY CITY COUNCIL

**LETTER OF AGREEMENT
CONTRACT ADDENDUM
BETWEEN LINCOLN FIRE FIGHTERS ASSOCIATION, LOCAL 644 AND CITY OF
LINCOLN FOR THE 8-19-2021 THROUGH 8-31-2023 COLLECTIVE BARGAINING
AGREEMENT**

WHEREAS, the City of Lincoln, Nebraska (hereinafter referred to as the City) and the Lincoln Fire Fighters Association, Local 644 (hereinafter referred to as Union) are parties to a collective bargaining agreement for the period between August 19, 2021 and August 31, 2023; and

WHEREAS, the City and the Union have been working together to improve the process for the daily staffing of the City's fire suppression and EMS apparatus; and

WHEREAS, the current automated staffing program (Telestaff) has been improperly and underutilized since it became the City's program for the tracking and movement of personnel assigned to Lincoln Fire and Rescue's suppression and EMS units; and

WHEREAS, the current collective bargaining agreement includes language to protect employees from unnecessary and improper movement from their assigned units and stations; and

WHEREAS, the Union and the City have worked diligently to improve the functions of the Telestaff program and during discussions have discovered that for Telestaff to run in a more automated capacity, various agreed upon articles of the collective bargaining agreement may need to be amended; and

WHEREAS, the Union and City have met and discussed amending the language in the contract in order to better evaluate the changes to the Telestaff program, the parties have therefore agreed to attempt to resolve the concerns in the following manner:

1. The Union and the City, on January 1, 2023, agree to amend language in Article 10 and Article 29 to meet the requirements of evaluating the Telestaff program and its effectiveness in reducing the workload on those employees who are assigned to providing a daily staffing plan, creating a fair and equitable system for staffing vacancies, and ensuring that a fair and equitable process for hiring back overtime is followed.

2. Article 10 shall be amended with the following language:

Section 6. Employees may be bypassed for temporary assignment to a higher classification only when daily staffing assignments are completed using the automated format of Telestaff and in total compliance with the staffing flowchart version 1A dated 11/22/2022. An updated version of the staffing flowchart may be used only after written mutual agreement by the Fire Chief and IAFF Local 644 President.

Manual staffing assignments shall not bypass personnel for a temporary assignment to a higher classification, as described in Section 1 of this Article.

Employees who are bypassed for a temporary assignment to a higher classification shall be compensated as if they actually worked the assignment. This compensation shall include the rate described in Article 10 as well as any additional compensation earned for the assignment worked during the bypass period. This includes but is not limited to pay for medic units, precepting, acting FAO, etc.

Article 29 shall be amended with the removal of the 2nd paragraph following Section 2, Subsection D.

3. The Union has agreed that the amended language in the collective bargaining agreement shall be in effect for a minimum of three months so that enough data may be collected to evaluate its effectiveness.

4. The parties further agree that at any time following the three-month period, the Union has the sole right to terminate the provisions of this agreement and the agreed upon language in the collective bargaining agreement shall be utilized as written.

5. This letter agreement shall be in effect from the date identified below and shall remain in full force and effect through and including August 31, 2023, or until such time as the Union chooses to terminate its operative provisions, or the City and the Union agree to establish the language as permanent during regular contract negotiations.

Executed by the City this 5 day of December, 2022.

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

By: Barb McIntyre
Barb McIntyre
Human Resources Director

Executed by the Union this 1 day of December, 2022.

LINCOLN FIRE FIGHTERS
ASSOCIATION, LOCAL 644

By: [Signature]
President