



# City of Grand Island

Tuesday, July 24, 2018

Council Session

## Item I-4

**#2018-222 - Consideration of Approving Labor Agreement  
between the City of Grand Island and the International  
Brotherhood of Electrical Workers (IBEW), Local 1597  
Wastewater Treatment Plant**

Staff Contact: Aaron Schmid, Human Resources Director

# **Council Agenda Memo**

**From:** Aaron Schmid, Human Resources Director

**Meeting:** July 24, 2018

**Subject:** Approval of Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant

**Presenter(s):** Aaron Schmid, Human Resources Director

## **Background**

Seven job classifications in the Public Works Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant. The current labor agreement expires as of midnight September 30, 2018. The City and the IBEW met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract.

## **Discussion**

The proposed labor agreement will begin October 1, 2018 and run through September 30, 2022. A salary array was mutually conducted as part of the negotiations process. The changes that are proposed were primarily based on comparability studies from the salary array. A summary of changes are listed below and follow the order of the contract:

1. The agreement will be effective October 1, 2018 to September 30, 2022.
2. The contract will add the Biosolids Technician and Stormwater Program Manager classifications. The Lead Wastewater Plant Operator is a new classification. The Wastewater Treatment Plant Clerk will move to the IBEW Service/Clerical contract. The Lead Maintenance Worker and Lead Maintenance Mechanic are re-titles of existing classifications.
3. The contract incorporates a memo of understanding regarding ten and twelve hour shifts. (The language appears in multiple sections of the contract).
4. A meal allowance is added for shifts that extend two hours beyond the normally scheduled shift.
5. An annual payout date is included for compensatory time that has not been used.
6. Stand-by duty will include a stipulation that employees must find a replacement if they are not available while on stand-by duty.
7. Call-back pay will be paid at double time during holidays.

8. Holiday dates have been defined in the contract.
9. Use of medical leave for an immediate family member is allowed to extend beyond eighty hours provided the qualifying family member meets the definition of a serious health condition as defined by the Family Medical Leave Act.
10. Compensation for unused medical leave at retirement will increase from 25% to 36%. The payout continues to be made to an employee's VEBA account.
11. Use of bereavement leave has been further defined and allows for verification if needed.
12. Language was amended to remove temporary disability leave and specifically follow Nebraska Workers' Compensation law.
13. The leave request process was updated to reflect the use of MUNIS.
14. The terms of the retirement savings plan have been defined in the contract. Contributions will increase from 6% to 7.5%.
15. The pay steps will decrease from 11 steps to 8 steps.
16. Rates of pay are defined per fiscal year. A 3% adjust will occur each fiscal year.
17. Longevity pay is included in the contract. A schedule of service years and associated dollar amounts are included in the language.
18. A pay stipend for the lead maintenance worker has been removed and the salary adjusted. Shift differentials have been adjusted on 2<sup>nd</sup> and 3<sup>rd</sup> shift.
19. The Union will have 30 minutes access to new hires at orientation.
20. The uniforms and protective clothing language has been modified to more closely resemble the AFSCME contract language.
21. VEBA contributions will increase from \$15 to \$20 per pay period.
22. Language has been added to further clarify that the Union will not contact Council directly regarding items of industrial relations.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the labor agreement between the City of Grand Island and the IBEW, Local 1597 Wastewater Treatment Plant.

### **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and the IBEW, Local 1597 Wastewater Treatment Plant.



**and**

**UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO**

**WASTEWATER TREATMENT PLANT**

**October 1, ~~2014~~2018 through September 30, ~~2018~~2022**

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## AGREEMENT

THIS AGREEMENT, dated this \_\_\_\_\_ day of September, ~~2014~~2018, is between the City of Grand Island (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers, Local 1597 (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, ~~2014~~2018 through and including September 30, ~~2018~~2022.

### PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

### ARTICLE I - RECOGNITION

#### A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following positions employed at the Wastewater Treatment Plant. Only employees with regular status in the classifications listed below are eligible for representation by the Union:

~~Wastewater Treatment Plant Clerk~~

Accounting Technician

Biosolids Technician

Equipment Operator

Lead Maintenance Worker

Lead Maintenance Mechanic

Lead Wastewater Plant Operator

Maintenance Worker

Maintenance Mechanic I/II

Stormwater Program Manager

Wastewater Plant Operator I/II

Wastewater Laboratory Technician

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

### ARTICLE II - HOURS OF WORK

#### A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Work schedules shall be arranged, to the extent possible, with five consecutive work days followed by two consecutive days off. The City will post, in designated areas, the initial work schedules after the ratification of this contract.

Work schedules for employees scheduled to work twelve (12) hour shifts may be arranged to the greatest extent possible as:

1. Two (2) consecutive work days followed by;
2. Two (2) consecutive days off followed by;
3. Three (3) consecutive work days followed by;
4. Two (2) consecutive days off followed by;
5. Two (2) consecutive work days followed by;
6. Three (3) consecutive days off.

In the alternative and at the discretion of the City, twelve (12) hour shifts may also be arranged as:

1. Four (4) consecutive work days followed by;
2. Three (3) consecutive days off followed by;
3. Three (3) consecutive workdays followed by;
4. Four (4) consecutive days.

Work schedules for employees scheduled to work ten (10) hour shifts shall be arranged to the greatest extent possible as:

1. Four (4) consecutive work days followed by;
2. Three (3) consecutive days off.

## **B. CHANGES IN WORK SCHEDULE**

All changes in work schedules, except in cases of emergency, shall be posted for all to see at least 72 hours before the change is effective in the same designated areas as the initial schedules referred to in Paragraph A.

## **C. LUNCH PERIODS**

A meal allowance for actual cost, or up to Twelve Dollars (\$12.00) per meal, shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allocation or consecutive hour requirement in providing an allowance for emergency situations.

## **ED. REST PERIODS**

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof. Employees shall be allowed at least one half hour off, without pay, for a meal as close to the middle of the shift as possible.

## **DE. OVERTIME AND COMPENSATORY TIME**

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment, at the option of the employee.

### EMPLOYEES WORKING TWELVE (12) OR TEN (10) HOUR SHIFTS:

All officially authorized work performed in excess of eighty(80) hours during a two week pay period shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment, at the option of the employee.

1.

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid in cash. However, the employee retains the right to cash out his/her compensatory time at any time.- It is understood that the usage of the compensatory time is to be requested just

like annual leave, and may be denied as may any other annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.
7. Overtime shall be distributed as equally as possible based on the work needed and job skills and qualifications of employees.

#### **EF. STAND-BY DUTY**

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
  - a. The stand-by duty work week will be determined by the City. The initial schedule will be posted after ratification of this contract and all changes in stand-by schedules, except in cases of emergency, shall be posted in designated areas at least 72 hours before the change is effective.
  - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
2. The compensation for stand-by duty will be eight (8) hours per week of stand-by duty at the employee's basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week. Failure to be available or to make arrangements with another qualified duty employee who will be available by telephone shall make the employee ineligible for stand-by duty compensation for the pay period involved. When another qualified duty employee is utilized, stand-by compensation shall be divided between the two employees based on the number of days each employee was on duty.
3. The employee assigned to this duty shall be available by communication equipment provided by the City at all times under this arrangement.
4. A truck will be assigned to the employee on stand-by duty if such employee lives within ten (10) miles of the Wastewater Treatment Plant.

#### **FG. CALL-BACK PAY**

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

In the event an employee is called to duty during a holiday that he/she was not scheduled to work, such employee shall be paid at the rate of two (2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate.

### **ARTICLE III - HOLIDAYS AND HOLIDAY PAY**

#### **A. HOLIDAYS**

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public. Employees will be compensated at the rate of time and one half for working on one of the holidays listed:

<del>New Year's Day</del>	<del>Martin Luther King, Jr. Day</del>
<del>Memorial Day</del>	<del>Independence Day</del>
<del>Labor Day</del>	<del>Veterans' Day</del>
<del>Thanksgiving Day</del>	<del>Friday following Thanksgiving</del>
<del>Christmas Day</del>	
<u>New Year's Day</u>	<u>January 1</u>
<u>Martin Luther King, Jr. Day</u>	<u>Third Monday in January</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4</u>
<u>Labor Day</u>	<u>First Monday in September</u>
<u>Veterans' Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Friday following Thanksgiving</u>	<u>Fourth Friday in November</u>
<u>Christmas Day</u>	<u>December 25</u>

Holidays will run from midnight to midnight for the calendar day the holiday falls on.

For employees working twelve (12) or ten (10) hour shifts, the compensation for holidays which those employees did not work is eight (8) hours of regular pay.

For employees working twelve (12) or ten (10) hour shifts, the credit for computing overtime pay for holidays which those employees did not work is eight (8) hours.

## **B. WEEKEND HOLIDAYS**

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

## **C. ELIGIBILITY FOR HOLIDAY PAY**

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday ~~or~~ and the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

## **D. PERSONAL DAY**

Personal Leave Days will be given to employees each year. The City will provide two annual personal leave days that will be granted on October 1st and must be used by ~~the last full pay period in~~ September 15<sup>th</sup>. Credit for each Personal Leave Day shall not exceed eight (8) hours regardless of the time length of the scheduled shift for any particular day. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied.

# **ARTICLE IV - VACATIONS**

## **A. ELIGIBILITY**

All regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

For purposes of this contract, "regular status" employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have completed their introductory terms. It shall specifically exclude employees who are temporary, seasonal, introductory, and/or working fewer than 30 hours per week.

## **B. AMOUNT AUTHORIZED**

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.
2. Years 2 through 4                      Eighty (80) Hours
3. Years 5 through 9                      One Hundred Fifteen (115) Hours
4. Years 10 through 14                      One Hundred Thirty-Six (136) Hours
5. Years 15 through 19                      One Hundred Sixty (160) Hours
6. Years 20 through 24                      One Hundred Seventy-Eight (178) Hours
7. Years 25 +                              Two Hundred (200) Hours

All vacation will accrue on a prorated basis using a twenty-six (26) pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on leave of absence without pay.

#### **C. VACATION SCHEDULE**

Vacation leave shall be taken at a time convenient to and approved by the Department Director. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department. Each employee shall take a vacation of at least one week consisting of five consecutive vacation days each year when eligible and sufficient vacation hours have been accrued.

Employees working twelve (12) hour shifts shall take a vacation of at least thirty-six (36) hours consisting of three (3) consecutive vacation days each year when eligible and sufficient vacation hours have accrued.

Employees working ten (10) hour shifts shall take a vacation of at least forty (40) hours consisting of four (4) consecutive vacation days each year when eligible and sufficient vacation hours have accrued.

#### **D. SENIORITY FOR VACATION PLANNING**

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of

vacation at the same time by employees whose work requirements are not inter-dependent. Employees will indicate their preference for vacation time on a primary vacation schedule according to seniority. An employee may make one choice of a minimum of five consecutive work days and a maximum of as many consecutive work days as the employee has accrued vacation time. Only one block of consecutive work days will be scheduled per employee on the primary vacation schedule. After completion of the primary vacation schedule, a secondary vacation schedule will be made available. An employee may make as many selections as the employee has remaining accrued vacation time in order of seniority. The City will establish the beginning and ending dates for scheduling vacations on the primary and secondary vacation schedules and reserves the right to change the vacation scheduling process if it proves unworkable.

Employees working twelve (12) hour shifts shall make one (1) choice of a minimum of thirty-six (36) hours over three (3) consecutive days and a maximum of as many hours over consecutive work days as the employee has accrued vacation time.

Employees working ten (10) hour shifts may shall one (1) choice of a minimum of forty (40) hours over four (4) consecutive days and a maximum of as many hours over consecutive work days as the employee has accrued vacation time.

#### **E. VACATION TIME CARRY-OVER**

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus forty (40) hours.
2. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.
3. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

~~Employees who have more than the limit allowed at the commencement of the contract will have until January 31, 2015 to come into compliance with the limits. After January 31, 2015 any amount above the limits will be forfeited.~~

#### **F. VACATION CREDIT ON TERMINATION AND RETIREMENT**

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

### **ARTICLE V MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE**

**A. AMOUNT AUTHORIZED**

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:
  - a. Eight (8) hours for each full calendar month of service.
  - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

**B. USE OF MEDICAL LEAVE**

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members. In instances where extended care is needed [beyond eighty (80) hours per year], the qualifying family member must meet the definition of a serious health condition as defined by the Family Medical Leave Act.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.

9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight hours in a day; provided, that medical leave shall be debited in no less than one (1) hour units.

For employees working twelve (12) or ten (10) hour shifts, the amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, provided, that medical leave shall be debited in no less than one (1) hour units.

#### **C. PROOF OF ILLNESS**

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The supervisor may require this statement or other proof for an absence chargeable to medical leave of any duration.

#### **D. FRAUDULENT USE OF MEDICAL LEAVE**

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

#### **E. COMPENSATION FOR UNUSED MEDICAL LEAVE**

An employee may accumulate medical leave to a maximum of 1,339 hours.

1. All employees shall be paid ~~twenty-five~~thirty-six percent (~~25~~36%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

2. All employees shall be paid ~~twenty-five~~thirty-six percent (~~25~~36%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for medical leave shall go to the employee's VEBA account.

#### **F. NOTIFICATION OF ILLNESS**

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work, the employee shall submit a leave ~~form request~~ to his or her supervisor. ~~An employee will not receive sick pay if a leave form is not submitted within one (1) working day after the absence.~~

## **G. FAMILY AND MEDICAL LEAVE ACT POLICY**

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations.

## **H. USE OF BEREAVEMENT LEAVE**

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave per occurrence for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. The City may request verification of the need for the bereavement leave. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

For employees working twelve (12) or ten (10) hour shifts, bereavement leave shall be granted to eligible employees for up to sixteen (16) hours per calendar year for non-immediate family members. Non-immediate family member shall mean, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to twenty four (24) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

## **ARTICLE VI - MILITARY LEAVE**

**A. MILITARY LEAVE**

The provisions relating to military training leave shall be as provided by Nebraska Statutes.

**ARTICLE VII - COURT LEAVE**

**A. WHEN AUTHORIZED**

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

**B. PROCEDURE**

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at the court.

**C. FEES**

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof.

**ARTICLE VIII - LEAVE WITHOUT PAY**

**A. The provisions relative to leave without pay shall be as follows:**

1. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days time. The mayor may extend such leave for a period not to exceed six months. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.
3. When leave without pay is requested pursuant to the Family and Medical

Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

**B.** Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.
2. Vacation and medical leave credits shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.
4. Leave without pay during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.
5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.
6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

## **ARTICLE IX**

### **~~LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS~~**

**A. POLICY**

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive workers compensation benefits as allowed under the Nebraska Worker's Compensation law. ~~will be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.~~

**~~B. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES~~**

~~All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:~~

- ~~1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use medical or vacation leave for the initial seven days.~~
- ~~2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.~~
- ~~3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's net salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.~~

#### **C.B. SUBROGATION**

~~The City reserves a right of subrogation because of payment to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment. Should the employee collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law. To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators reserve the right of subrogation because of workers compensation benefits or medical expenses paid or to be paid to or on behalf of any employee who is injured or disabled by a third party, and reserves the right to (i) pursue collection from the employee of any money paid by the third party to the extent of payments by the City, its insurers, and third-party administrators, and (ii) pursue collection from any such third party.~~

#### **D. LIMITATION OF LEAVE**

~~Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty consecutive (150) days from the original date the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days if the employee has sufficient accumulated medical leave. Such extension shall be chargeable to the employee's medical leave bank.~~

~~Any employee whose employment by the City is terminated due to exceeding the 150-day period or extension shall be compensated for any~~

~~remaining unused medical leave as in the case of retirement.~~

~~—— If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150-day period or extension and will be compensated for any unused medical leave as in the case of retirement. ——~~

#### **E.C. LIGHT DUTY POLICY**

The City may provide light duty work when possible for a defined period of time, not to exceed 150 days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. ~~The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability.~~ Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence ~~five (5) calendar days~~ immediately from the date of ~~disability with~~ appropriate medical release, ~~unless the employee is willing to return sooner.~~

## ARTICLE X GENERAL PROVISIONS CONCERNING LEAVE

### A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned.

### B. LEAVE FORM

~~For all leaves except unforeseeable medical leave or other emergency situations, a written request on the authorized leave form.~~ Requests for leave must be entered into MUNIS indicating the kind of leave, duration, and dates of departure and return. Requests must be approved prior to the taking of the leave. -In the case of unforeseeable medical leave or other emergency situation, the ~~form request~~ shall be completed and submitted for approval immediately upon the employee's return to duty. -Unless a ~~leave form request~~ approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

### C. COMPENSATION LIMIT DURING LEAVE

While on leave of any nature, the total compensation paid to an employee including salary, wages, workers compensation benefits and leave pay collected from any other party shall not exceed the employee's net take-home pay at the time of the commencement of the leave plus any allowed and approved cost of living increase which commences during the period of leave.

## ARTICLE XI - ~~PENSION~~ RETIREMENT PLAN

### A. ~~PENSION~~ RETIREMENT PLAN

~~1.——~~The City agrees that the employees covered under this agreement ~~are covered under the pension plan adopted by Ordinance No. 4244, as amended.~~ will participate in the City's mandatory retirement defined contribution plan. Employees shall contribute through deductions from pay seven and one-half (7.5) percent of gross earnings and shall be matched seven and one-half (7.5) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies to City's contributions.

### B. AMENDMENTS

The City reserves the right to change the retirement plan in accordance with mandatory existing and future statutes or federal legislation or regulations.

## ARTICLE XII - SENIORITY

### A. SENIORITY

1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
- ~~3.~~ After an employee satisfactorily completes his initial introductory period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.
- ~~3.~~
4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the Director, the Mayor, or City Administrator will recommend the implementation of the reduction. Factors that will be taken into consideration shall include, but are not limited to:
  - The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations
  - Required federal, state, or local certifications or licenses;
  - Seniority;
  - The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
  - The knowledge, skills and abilities of the employee;
  - The multiple job skills recently or currently being performed by the employee.

Upon the receipt of the recommendation, a determination will be made as to the

classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

### **ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED**

#### **A. PAY PLAN**

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have length in step plus satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1            Entry Level

Steps 2 - ~~H8~~ Upon successful completion of one (1) year of service of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

2. The introductory period for new employees shall be six months, unless otherwise extended by the Department Director.

#### **B. SURVEY**

The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Iowa City, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the

Union and the City established a pay range for each class of work covered by this agreement.

**C. ~~2014-2018~~ – ~~2015-2019~~ FISCAL YEAR**

See Exhibit “A”, attached hereto, ~~Employees in Step 8 as of October 1, 2014 shall move to Step 9~~ effective the first full pay period on or after October 1, ~~2014~~2018.

**D. ~~2015-2019~~ – ~~2016-2020~~ FISCAL YEAR**

— See Exhibit “B”, attached hereto, ~~Employees in Step 9 on October 1, 2015 shall move to Step 10~~ effective the first full pay period on or after October 1, ~~2015~~2019.

**E. ~~2016-2020~~ – ~~2017-2021~~ FISCAL YEAR**

See Exhibit “C”, attached hereto, ~~Employees in Step 10 on October 1, 2016 shall move to Step 11~~ effective the first full pay period on or after October 1, ~~2016~~2020.

**F. ~~2017-2021~~ – ~~2018-2022~~ FISCAL YEAR**

See Exhibit “D”, attached hereto, effective the first full pay period on or after October 1, ~~2017~~2021.

**G. LONGEVITY**

Effective the first full pay period in October 2018, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

<u>5 years</u>	<u>\$ 226.00 (Beginning 6th Year)</u>
<u>10 years</u>	<u>\$ 443.00 (Beginning 11th Year)</u>
<u>15 years</u>	<u>\$ 624.00 (Beginning 16th Year)</u>
<u>20 years</u>	<u>\$ 796.00 (Beginning 21st Year)</u>
<u>25 years</u>	<u>\$ 994.00 (Beginning 26st Year)</u>
<u>40 years</u>	<u>\$1,174.00 (Beginning 41st Year)</u>

**GH. ~~STIPENDS AND~~ SHIFT DIFFERENTIAL**

— ~~The Department Director or his or her designee may name no more than one lead maintenance worker who will receive a \$40.00 per pay period stipend.~~ Employees who are regularly scheduled to work swing shift will receive an additional ~~45~~twenty-five cents (\$0.~~45~~25) per hour; employees who are regularly schedule to work graveyard shift

will receive an additional ~~25~~thirty-five cents (\$0.~~25~~35) per hour for wages attributable to those shifts. Other employees who are called back to work or who are on standby duty are not entitled to shift differential. No other classes will receive a stipend.

Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift. The evening shift will be that period designated by the City.

## **HI. WORKING OUT OF CLASS**

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6th) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled if no out of class assignment had been made.

## **ARTICLE XIV - EMPLOYEE RELATIONS**

### **A. GENERAL**

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

### **B. MEMBERSHIP IN UNION**

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.
4. The City agrees to allow the Union access to new hires within the Wastewater Treatment Plant bargaining unit for up to thirty (30) minutes during orientation.

~~3.~~

### **C. GRIEVANCE PROCEDURES**

An alleged grievance arising from an employee shall be handled either by

following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Personnel-Human Resources Director within three (3) work days after the decision of the Department Director. The Personnel-Human Resources Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

## **ARTICLE XV - OTHER BENEFITS**

### **A. MEDICAL INSURANCE**

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

### **B. CAFETERIA PLAN**

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

### **C. LIFE INSURANCE**

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$50,000 per employee.

The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

### **D. UNION BULLETIN BOARD**

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

### **E. HEALTH INSURANCE COMMITTEE**

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health and dental insurance.

### **F. UNIFORMS AND PROTECTIVE CLOTHING**

- ~~1. The director will determine what uniforms and protective clothing shall be required and furnished to employees.~~
- ~~2. The City will pay sixty percent (60%) of the actual cost of providing and cleaning protective clothing and the employee shall pay forty percent (40%) of such costs.~~
- ~~3. The City will reimburse sixty percent (60%) of the actual cost of providing up to 2 pair of steel toe or safety toe boots that meets the ANSI standard per contract year.~~
1. The City will pay for one (1) pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six (6) months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side

shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.

2. Upon submission of proof of purchase, the City will reimburse employees for the purchase of safety steel toe boots or safety toe boots approved by the City to be used on the job. The reimbursement shall not exceed One Hundred-Fifty Dollars (\$150.00) per year, per pair. Two (2) pairs of safety boots are permitted each year.

The City will provide employees a winter coat/jacket and insulated bibs or coveralls that meets high visibility safety standards, to be inspected annually for replacement. In addition, employees will receive five (5) short sleeve work shirts and five (5) long sleeve work shirts, to be inspected annually for replacement. The shirts will also meet the high visibility safety standards.

3. Employees shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

#### **G. TRAVEL TIME REIMBURSEMENT**

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

#### **H. BILINGUAL PAY**

Employees who are proficient in an approved second language will be paid \$1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The

bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

## **I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)**

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of ~~Fifteen-Twenty~~ and No/100 Dollars (\$~~1520~~.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

## **ARTICLE XVI - MANAGEMENT RIGHTS**

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include but are not limited to the following:

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
  - a. Discipline or discharge may be imposed for matters arising under this agreement or the City's Personnel Rules and Regulations, pursuant to Chapter 3 of said rules and regulations.
  - b. Direct the work force.
  - c. Hire, assign, or transfer employees.

- d. Determine the mission of the City.
  - e. Determine the methods, means, number of personnel needed to carry out the City's mission.
  - f. Introduce new or improved methods or facilities.
  - g. Change existing methods or facilities.
  - h. Lay off employees because of lack of work.
  - i. Contract out for goods or services.
4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.
  5. Any and all matters not specifically mentioned in this agreement are reserved to the City. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract.

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative. The Union and its membership agree that it will not contact or deal with any of the members of City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

#### **MATTERS NOT MENTIONED**

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in ARTICLE XVI above (except No. 3.a.), covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters ~~one~~One, ~~two~~Two, and ~~three~~Three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

## **ARTICLE XVII - GENERAL PROVISIONS**

1.
  - a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.
  - b. One or two stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.
2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

7. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

#### **ARTICLE XVIII - STRIKES AND LOCKOUTS**

1. 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 the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

#### **ARTICLE XIX - DURATION OF CONTRACT**

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, ~~2018~~2022.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after March 1, ~~2018~~2022.

## **ARTICLE XX- SEVERABILITY**

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute. The union acknowledges that the City must comply with the Nebraska Budget Act.

## **ARTICLE XXI - SCOPE OF AGREEMENT**

### **A. 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.

### **B. 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.

### **C. 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 XXII - 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 (CIR) 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, ~~2014-2018~~ through September 30, ~~2018~~2022.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY \_\_\_\_\_  
~~JAY VAVRICEK~~ JEREMY L. JENSEN, MAYOR

ATTEST \_\_\_\_\_  
RANAE EDWARDS, CITY CLERK

Dated \_\_\_\_\_

I.B.E.W. LOCAL 1597

BY \_\_\_\_\_  
PRESIDENT LOCAL 1597

Dated \_\_\_\_\_

\_\_\_\_\_  
CHIEF STEWARD LOCAL 1597

**FY 2018 - 2019  
EXHIBIT A**

**IBEW WASTEWATER TREATMENT PLANT**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>ACCOUNTING TECH</b>	<b>HOURLY</b>	18.3776	19.3424	20.3578	21.4265	22.5514	23.7352	24.9813	26.2964
<b>9500</b>	<b>BIWEEKLY</b>	1,470.21	1,547.39	1,628.62	1,714.12	1,804.11	1,898.82	1,998.50	2,103.71
	<b>MONTHLY</b>	3,185.46	3,352.68	3,528.68	3,713.93	3,908.91	4,114.11	4,330.08	4,558.04
	<b>ANNUAL</b>	38,225.46	40,232.14	42,344.12	44,567.12	46,906.86	49,369.32	51,961.00	54,696.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>EQUIP OPERATOR</b>	<b>HOURLY</b>	19.1650	20.1192	21.1209	22.1725	23.2764	24.4353	25.6519	26.9327
<b>9540</b>	<b>BIWEEKLY</b>	1,533.20	1,609.54	1,689.67	1,773.80	1,862.11	1,954.82	2,052.15	2,154.62
	<b>MONTHLY</b>	3,321.93	3,487.34	3,660.95	3,843.23	4,034.57	4,235.44	4,446.33	4,668.34
	<b>ANNUAL</b>	39,863.20	41,848.04	43,931.42	46,118.80	48,414.86	50,825.32	53,355.90	56,020.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>MAINT MECH I</b>	<b>HOURLY</b>	19.1067	20.1121	21.1703	22.2843	23.4569	24.6912	25.9904	27.3618
<b>9620</b>	<b>BIWEEKLY</b>	1,528.54	1,608.97	1,693.62	1,782.74	1,876.55	1,975.30	2,079.23	2,188.94
	<b>MONTHLY</b>	3,311.84	3,486.10	3,669.51	3,862.60	4,065.86	4,279.82	4,505.00	4,742.70
	<b>ANNUAL</b>	39,742.04	41,833.22	44,034.12	46,351.24	48,790.30	51,357.80	54,059.98	56,912.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>LEAD MAINT MECH</b>	<b>HOURLY</b>	22.2125	23.3476	24.5407	25.7947	27.1129	28.4984	29.9547	31.4897
<b>9621</b>	<b>BIWEEKLY</b>	1,777.00	1,867.81	1,963.26	2,063.58	2,169.03	2,279.87	2,396.38	2,519.18
	<b>MONTHLY</b>	3,850.17	4,046.92	4,253.73	4,471.09	4,699.57	4,939.72	5,192.16	5,458.22
	<b>ANNUAL</b>	46,202.00	48,563.06	51,044.76	53,653.08	56,394.78	59,276.62	62,305.88	65,498.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>MAINT WORKER</b>	<b>HOURLY</b>	19.5859	20.6042	21.6754	22.8024	23.9879	25.2351	26.5471	27.9312
<b>9625</b>	<b>BIWEEKLY</b>	1,566.87	1,648.34	1,734.03	1,824.19	1,919.03	2,018.81	2,123.77	2,234.50
	<b>MONTHLY</b>	3,394.89	3,571.40	3,757.07	3,952.41	4,157.90	4,374.09	4,601.50	4,841.42
	<b>ANNUAL</b>	40,738.62	42,856.84	45,084.78	47,428.94	49,894.78	52,489.06	55,218.02	58,097.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>LEAD MAINT WRKR</b>	<b>HOURLY</b>	20.6840	21.7178	22.8032	23.9430	25.1396	26.3961	27.7154	29.1045
<b>9626</b>	<b>BIWEEKLY</b>	1,654.72	1,737.42	1,824.26	1,915.44	2,011.17	2,111.69	2,217.23	2,328.36
	<b>MONTHLY</b>	3,585.23	3,764.41	3,952.56	4,150.12	4,357.54	4,575.33	4,804.00	5,044.78
	<b>ANNUAL</b>	43,022.72	45,172.92	47,430.76	49,801.44	52,290.42	54,903.94	57,647.98	60,537.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>WWTP LAB TECH</b>	<b>HOURLY</b>	20.9751	22.0100	23.0960	24.2356	25.4315	26.6863	28.0030	29.3886
<b>9723</b>	<b>BIWEEKLY</b>	1,678.01	1,760.80	1,847.68	1,938.85	2,034.52	2,134.90	2,240.24	2,351.09
	<b>MONTHLY</b>	3,635.69	3,815.07	4,003.31	4,200.84	4,408.13	4,625.62	4,853.85	5,094.03
	<b>ANNUAL</b>	43,628.26	45,780.80	48,039.68	50,410.10	52,897.52	55,507.40	58,246.24	61,128.34

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>WWTP OPERATOR I</b>	<b>HOURLY</b>	18.9093	19.8528	20.8433	21.8833	22.9752	24.1215	25.3251	26.5922
<b>9725</b>	<b>BIWEEKLY</b>	1,512.74	1,588.22	1,667.46	1,750.66	1,838.02	1,929.72	2,026.01	2,127.38
	<b>MONTHLY</b>	3,277.60	3,441.14	3,612.83	3,793.10	3,982.38	4,181.06	4,389.69	4,609.32
	<b>ANNUAL</b>	39,331.24	41,293.72	43,353.96	45,517.16	47,788.52	50,172.72	52,676.26	55,311.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>WWTP OPR II</b>	<b>HOURLY</b>	21.2008	22.2651	23.3828	24.5567	25.7895	27.0841	28.4438	29.8757
<b>9726</b>	<b>BIWEEKLY</b>	1,696.06	1,781.21	1,870.62	1,964.54	2,063.16	2,166.73	2,275.50	2,390.06
	<b>MONTHLY</b>	3,674.80	3,859.29	4,053.01	4,256.50	4,470.18	4,694.58	4,930.25	5,178.46
	<b>ANNUAL</b>	44,097.56	46,311.46	48,636.12	51,078.04	53,642.16	56,334.98	59,163.00	62,141.56

## EXHIBIT A

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	20.7169	21.9584	23.2743	24.6691	26.1474	27.7143	29.3752	31.1405
BIOS	BIWEEKLY	1,657.35	1,756.67	1,861.94	1,973.53	2,091.79	2,217.14	2,350.02	2,491.24
	MONTHLY	3,590.93	3,806.12	4,034.20	4,275.98	4,532.21	4,803.80	5,091.71	5,397.69
	ANNUAL	43,091.10	45,673.42	48,410.44	51,311.78	54,386.54	57,645.64	61,100.52	64,772.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	23.0146	24.1700	25.3833	26.6576	27.9958	29.4013	30.8772	32.9929
LDOP	BIWEEKLY	1,841.17	1,933.60	2,030.66	2,132.61	2,239.66	2,352.10	2,470.18	2,639.43
	MONTHLY	3,989.20	4,199.74	4,421.39	4,654.74	4,900.42	5,159.03	5,431.31	5,718.77
	ANNUAL	47,870.42	50,396.84	53,056.64	55,856.84	58,804.98	61,908.34	65,175.76	68,625.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR MGR	HOURLY	22.6923	23.8911	25.1533	26.4821	27.8811	29.3541	30.9048	32.5421
STRM	BIWEEKLY	1,815.38	1,911.29	2,012.26	2,118.57	2,230.49	2,348.33	2,472.38	2,603.37
	MONTHLY	3,933.32	4,141.13	4,359.90	4,590.24	4,832.73	5,088.05	5,356.82	5,640.64
	ANNUAL	47,199.88	49,693.54	52,318.76	55,082.82	57,992.74	61,056.58	64,281.88	67,687.62

**FY 2019 - 2020  
EXHIBIT B**

**IBEW WASTEWATER TREATMENT PLANT**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	18.5411	19.5601	20.6351	21.7691	22.9655	24.2276	25.5591	26.9638
9500	BIWEEKLY	1,483.29	1,564.81	1,650.81	1,741.53	1,837.24	1,938.21	2,044.73	2,157.10
	MONTHLY	3,213.80	3,390.42	3,576.76	3,773.32	3,980.69	4,199.46	4,430.25	4,673.72
	ANNUAL	38,565.54	40,685.06	42,921.06	45,279.78	47,768.24	50,393.46	53,162.98	56,084.60
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	19.8813	20.8683	21.9044	22.9918	24.1333	25.3314	26.5891	27.9091
9540	BIWEEKLY	1,590.50	1,669.46	1,752.35	1,839.34	1,930.66	2,026.51	2,127.13	2,232.73
	MONTHLY	3,446.08	3,617.16	3,796.76	3,985.24	4,183.10	4,390.77	4,608.78	4,837.58
	ANNUAL	41,353.00	43,405.96	45,561.10	47,822.84	50,197.16	52,689.26	55,305.38	58,050.98
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	19.3955	20.4654	21.5944	22.7857	24.0426	25.3690	26.7684	28.2451
9620	BIWEEKLY	1,551.64	1,637.23	1,727.55	1,822.86	1,923.41	2,029.52	2,141.47	2,259.61
	MONTHLY	3,361.89	3,547.33	3,743.03	3,949.53	4,167.39	4,397.29	4,639.85	4,895.82
	ANNUAL	40,342.64	42,567.98	44,916.30	47,394.36	50,008.66	52,767.52	55,678.22	58,749.86
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT MECH	HOURLY	22.6243	23.8052	25.0477	26.3550	27.7306	29.1780	30.7010	32.3034
9621	BIWEEKLY	1,809.94	1,904.42	2,003.82	2,108.40	2,218.45	2,334.24	2,456.08	2,584.27
	MONTHLY	3,921.54	4,126.24	4,341.61	4,568.20	4,806.64	5,057.52	5,321.51	5,599.25
	ANNUAL	47,058.44	49,514.92	52,099.32	54,818.40	57,679.70	60,690.24	63,858.08	67,191.02
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	19.7011	20.7646	21.8854	23.0668	24.3119	25.6243	27.0074	28.4653
9625	BIWEEKLY	1,576.09	1,661.17	1,750.83	1,845.34	1,944.95	2,049.94	2,160.59	2,277.22
	MONTHLY	3,414.86	3,599.20	3,793.47	3,998.24	4,214.06	4,441.54	4,681.28	4,933.98
	ANNUAL	40,978.34	43,190.42	45,521.58	47,978.84	50,568.70	53,298.44	56,175.34	59,207.72
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT WRKR	HOURLY	21.3132	22.3789	23.4978	24.6728	25.9064	27.2018	28.5619	29.9900
9626	BIWEEKLY	1,705.06	1,790.31	1,879.82	1,973.82	2,072.51	2,176.14	2,284.95	2,399.20
	MONTHLY	3,694.30	3,879.01	4,072.94	4,276.61	4,490.44	4,714.97	4,950.73	5,198.27
	ANNUAL	44,331.56	46,548.06	48,875.32	51,319.32	53,885.26	56,579.64	59,408.70	62,379.20
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	21.5806	22.6328	23.7363	24.8935	26.1072	27.3801	28.7151	30.1151
9723	BIWEEKLY	1,726.45	1,810.62	1,898.90	1,991.48	2,088.58	2,190.41	2,297.21	2,409.21
	MONTHLY	3,740.64	3,923.01	4,114.28	4,314.87	4,525.26	4,745.89	4,977.29	5,219.96
	ANNUAL	44,887.70	47,076.12	49,371.40	51,778.48	54,303.08	56,950.66	59,727.46	62,639.46
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	19.4564	20.4260	21.4439	22.5125	23.6344	24.8121	26.0486	27.3467
9725	BIWEEKLY	1,556.51	1,634.08	1,715.51	1,801.00	1,890.75	1,984.97	2,083.89	2,187.74
	MONTHLY	3,372.44	3,540.51	3,716.94	3,902.17	4,096.63	4,300.77	4,515.10	4,740.10
	ANNUAL	40,469.26	42,486.08	44,603.26	46,826.00	49,159.50	51,609.22	54,181.14	56,881.24
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	21.9202	23.0256	24.1867	25.4063	26.6875	28.0333	29.4469	30.9318
9726	BIWEEKLY	1,753.62	1,842.05	1,934.94	2,032.50	2,135.00	2,242.66	2,355.75	2,474.54
	MONTHLY	3,799.51	3,991.11	4,192.37	4,403.75	4,625.83	4,859.10	5,104.13	5,361.50
	ANNUAL	45,594.12	47,893.30	50,308.44	52,845.00	55,510.00	58,309.16	61,249.50	64,338.04

**FY 2019 - 2020  
EXHIBIT B**

**IBEW WASTEWATER TREATMENT PLANT**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	21.4846	22.7505	24.0910	25.5104	27.0135	28.6052	30.2906	32.0754
BIOS	BIWEEKLY	1,718.77	1,820.04	1,927.28	2,040.83	2,161.08	2,288.42	2,423.25	2,566.03
	MONTHLY	3,724.00	3,943.42	4,175.77	4,421.80	4,682.34	4,958.24	5,250.38	5,559.73
	ANNUAL	44,688.02	47,321.04	50,109.28	53,061.58	56,188.08	59,498.92	63,004.50	66,716.78

  

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	23.7147	24.9668	26.2851	27.6729	29.1340	30.6722	32.2917	33.9967
LDOP	BIWEEKLY	1,897.18	1,997.34	2,102.81	2,213.83	2,330.72	2,453.78	2,583.34	2,719.74
	MONTHLY	4,110.56	4,327.57	4,556.09	4,796.63	5,049.89	5,316.52	5,597.24	5,892.77
	ANNUAL	49,326.68	51,930.84	54,673.06	57,559.58	60,598.72	63,798.28	67,166.84	70,713.24

  

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR MGR	HOURLY	23.3249	24.6121	25.9704	27.4037	28.9160	30.5118	32.1957	33.9725
STRM	BIWEEKLY	1,865.99	1,968.97	2,077.63	2,192.30	2,313.28	2,440.94	2,575.66	2,717.80
	MONTHLY	4,042.98	4,266.10	4,501.53	4,749.98	5,012.11	5,288.70	5,580.60	5,888.57
	ANNUAL	48,515.74	51,193.22	54,018.38	56,999.80	60,145.28	63,464.44	66,967.16	70,662.80

## EXHIBIT C

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	18.7045	19.7767	20.9104	22.1090	23.3764	24.7164	26.1333	27.6313
9500	BIWEEKLY	1,496.36	1,582.14	1,672.83	1,768.72	1,870.11	1,977.31	2,090.66	2,210.50
	MONTHLY	3,242.11	3,427.97	3,624.47	3,832.23	4,051.91	4,284.17	4,529.76	4,789.42
	ANNUAL	38,905.36	41,135.64	43,493.58	45,986.72	48,622.86	51,410.06	54,357.16	57,473.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	20.5975	21.6170	22.6870	23.8099	24.9884	26.2252	27.5233	28.8856
9540	BIWEEKLY	1,647.80	1,729.36	1,814.96	1,904.79	1,999.07	2,098.02	2,201.86	2,310.85
	MONTHLY	3,570.23	3,746.95	3,932.41	4,127.05	4,331.32	4,545.71	4,770.70	5,006.84
	ANNUAL	42,842.80	44,963.36	47,188.96	49,524.54	51,975.82	54,548.52	57,248.36	60,082.10

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	19.6844	20.8178	22.0165	23.2843	24.6250	26.0429	27.5425	29.1284
9620	BIWEEKLY	1,574.75	1,665.42	1,761.32	1,862.74	1,970.00	2,083.43	2,203.40	2,330.27
	MONTHLY	3,411.96	3,608.41	3,816.19	4,035.94	4,268.33	4,514.10	4,774.03	5,048.92
	ANNUAL	40,943.50	43,300.92	45,794.32	48,431.24	51,220.00	54,169.18	57,288.40	60,587.02

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT MECH	HOURLY	23.0360	24.2621	25.5534	26.9134	28.3458	29.8545	31.4435	33.1170
9621	BIWEEKLY	1,842.88	1,940.97	2,044.27	2,153.07	2,267.66	2,388.36	2,515.48	2,649.36
	MONTHLY	3,992.91	4,205.44	4,429.25	4,664.99	4,913.26	5,174.78	5,450.21	5,740.28
	ANNUAL	47,914.88	50,465.22	53,151.02	55,979.82	58,959.16	62,097.36	65,402.48	68,883.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	19.8164	20.9242	22.0938	23.3289	24.6330	26.0100	27.4640	28.9993
9625	BIWEEKLY	1,585.31	1,673.94	1,767.50	1,866.31	1,970.64	2,080.80	2,197.12	2,319.94
	MONTHLY	3,434.84	3,626.87	3,829.58	4,043.67	4,269.72	4,508.40	4,760.43	5,026.54
	ANNUAL	41,218.06	43,522.44	45,955.00	48,524.06	51,236.64	54,100.80	57,125.12	60,318.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT WRKR	HOURLY	21.9425	23.0396	24.1916	25.4012	26.6713	28.0049	29.4051	30.8754
9626	BIWEEKLY	1,755.40	1,843.17	1,935.33	2,032.10	2,133.70	2,240.39	2,352.41	2,470.03
	MONTHLY	3,803.37	3,993.54	4,193.22	4,402.88	4,623.02	4,854.18	5,096.89	5,351.73
	ANNUAL	45,640.40	47,922.42	50,318.58	52,834.60	55,476.20	58,250.14	61,162.66	64,220.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	22.1861	23.2551	24.3756	25.5500	26.7811	28.0714	29.4240	30.8417
9723	BIWEEKLY	1,774.89	1,860.41	1,950.05	2,044.00	2,142.49	2,245.71	2,353.92	2,467.34
	MONTHLY	3,845.60	4,030.89	4,225.11	4,428.67	4,642.06	4,865.71	5,100.16	5,345.90
	ANNUAL	46,147.14	48,370.66	50,701.30	53,144.00	55,704.74	58,388.46	61,201.92	64,150.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	20.0035	20.9988	22.0436	23.1405	24.2918	25.5005	26.7693	28.1013
9725	BIWEEKLY	1,600.28	1,679.90	1,763.49	1,851.24	1,943.34	2,040.04	2,141.54	2,248.10
	MONTHLY	3,467.27	3,639.78	3,820.90	4,011.02	4,210.57	4,420.09	4,640.00	4,870.88
	ANNUAL	41,607.28	43,677.40	45,850.74	48,132.24	50,526.84	53,041.04	55,680.04	58,450.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	22.6395	23.7855	24.9895	26.2544	27.5834	28.9797	30.4466	31.9878
9726	BIWEEKLY	1,811.16	1,902.84	1,999.16	2,100.35	2,206.67	2,318.38	2,435.73	2,559.02
	MONTHLY	3,924.18	4,122.82	4,331.51	4,550.76	4,781.12	5,023.16	5,277.42	5,544.54
	ANNUAL	47,090.16	49,473.84	51,978.16	54,609.10	57,373.42	60,277.88	63,328.98	66,534.52

## EXHIBIT C

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	22.2523	23.5420	24.9064	26.3499	27.8771	29.4927	31.2020	33.0104
BIOS	BIWEEKLY	1,780.18	1,883.36	1,992.51	2,107.99	2,230.17	2,359.42	2,496.16	2,640.83
	MONTHLY	3,857.06	4,080.61	4,317.11	4,567.31	4,832.04	5,112.08	5,408.35	5,721.80
	ANNUAL	46,284.68	48,967.36	51,805.26	54,807.74	57,984.42	61,344.92	64,900.16	68,661.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	24.4149	25.7040	27.0611	28.4899	29.9942	31.5778	33.2451	35.0004
LDOP	BIWEEKLY	1,953.19	2,056.32	2,164.89	2,279.19	2,399.54	2,526.22	2,659.61	2,800.03
	MONTHLY	4,231.91	4,455.36	4,690.60	4,938.25	5,199.00	5,473.48	5,762.49	6,066.73
	ANNUAL	50,782.94	53,464.32	56,287.14	59,258.94	62,388.04	65,681.72	69,149.86	72,800.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STORMWATER MGR	HOURLY	23.9575	25.3320	26.7854	28.3222	29.9471	31.6653	33.4820	35.4030
STRM	BIWEEKLY	1,916.60	2,026.56	2,142.83	2,265.78	2,395.77	2,533.22	2,678.56	2,832.24
	MONTHLY	4,152.63	4,390.88	4,642.80	4,909.19	5,190.84	5,488.64	5,803.55	6,136.52
	ANNUAL	49,831.60	52,690.56	55,713.58	58,910.28	62,290.02	65,863.72	69,642.56	73,638.24

## EXHIBIT D

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	18.8680	19.9928	21.1847	22.4477	23.7860	25.2040	26.7066	28.2987
9500	BIWEEKLY	1,509.44	1,599.42	1,694.78	1,795.82	1,902.88	2,016.32	2,136.53	2,263.90
	MONTHLY	3,270.45	3,465.41	3,672.02	3,890.94	4,122.91	4,368.69	4,629.15	4,905.12
	ANNUAL	39,245.44	41,584.92	44,064.28	46,691.32	49,474.88	52,424.32	55,549.78	58,861.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	21.3138	22.3657	23.4696	24.6280	25.8435	27.1190	28.4575	29.8620
9540	BIWEEKLY	1,705.10	1,789.26	1,877.57	1,970.24	2,067.48	2,169.52	2,276.60	2,388.96
	MONTHLY	3,694.38	3,876.73	4,068.07	4,268.85	4,479.54	4,700.63	4,932.63	5,176.08
	ANNUAL	44,332.60	46,520.76	48,816.82	51,226.24	53,754.48	56,407.52	59,191.60	62,112.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	19.9733	21.1696	22.4376	23.7815	25.2059	26.7156	28.3157	30.0117
9620	BIWEEKLY	1,597.86	1,693.57	1,795.01	1,902.52	2,016.47	2,137.25	2,265.26	2,400.94
	MONTHLY	3,462.03	3,669.40	3,889.19	4,122.13	4,369.02	4,630.71	4,908.06	5,202.04
	ANNUAL	41,544.36	44,032.82	46,670.26	49,465.52	52,428.22	55,568.50	58,896.76	62,424.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT MECH	HOURLY	23.4477	24.7188	26.0589	27.4715	28.9608	30.5308	32.1859	33.9307
9621	BIWEEKLY	1,875.82	1,977.50	2,084.71	2,197.72	2,316.86	2,442.46	2,574.87	2,714.46
	MONTHLY	4,064.28	4,284.58	4,516.87	4,761.73	5,019.86	5,292.00	5,578.89	5,881.33
	ANNUAL	48,771.32	51,415.00	54,202.46	57,140.72	60,238.36	63,503.96	66,946.62	70,575.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	19.9316	21.0833	22.3015	23.5901	24.9532	26.3950	27.9201	29.5334
9625	BIWEEKLY	1,594.53	1,686.66	1,784.12	1,887.21	1,996.26	2,111.60	2,233.61	2,362.67
	MONTHLY	3,454.82	3,654.43	3,865.59	4,088.96	4,325.23	4,575.13	4,839.49	5,119.12
	ANNUAL	41,457.78	43,853.16	46,387.12	49,067.46	51,902.76	54,901.60	58,073.86	61,429.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD MAINT WRKR	HOURLY	22.5717	23.7003	24.8853	26.1296	27.4361	28.8079	30.2484	31.7608
9626	BIWEEKLY	1,805.74	1,896.02	1,990.82	2,090.37	2,194.89	2,304.63	2,419.87	2,540.86
	MONTHLY	3,912.44	4,108.04	4,313.44	4,529.14	4,755.60	4,993.37	5,243.05	5,505.20
	ANNUAL	46,949.24	49,296.52	51,761.32	54,349.62	57,067.14	59,920.38	62,916.62	66,062.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	22.7916	23.8773	25.0148	26.2064	27.4548	28.7627	30.1329	31.5683
9723	BIWEEKLY	1,823.33	1,910.18	2,001.18	2,096.51	2,196.38	2,301.02	2,410.63	2,525.46
	MONTHLY	3,950.55	4,138.72	4,335.89	4,542.44	4,758.82	4,985.54	5,223.03	5,471.83
	ANNUAL	47,406.58	49,664.68	52,030.68	54,509.26	57,105.88	59,826.52	62,676.38	65,661.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	20.5507	21.5717	22.6435	23.7684	24.9493	26.1889	27.4900	28.8558
9725	BIWEEKLY	1,644.06	1,725.74	1,811.48	1,901.47	1,995.94	2,095.11	2,199.20	2,308.46
	MONTHLY	3,562.13	3,739.10	3,924.87	4,119.85	4,324.54	4,539.41	4,764.93	5,001.66
	ANNUAL	42,745.56	44,869.24	47,098.48	49,438.22	51,894.44	54,472.86	57,179.20	60,019.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	23.3588	24.5454	25.7923	27.1026	28.4794	29.9261	31.4463	33.0438
9726	BIWEEKLY	1,868.70	1,963.63	2,063.38	2,168.21	2,278.35	2,394.09	2,515.70	2,643.50
	MONTHLY	4,048.85	4,254.53	4,470.66	4,697.79	4,936.43	5,187.20	5,450.68	5,727.58
	ANNUAL	48,586.20	51,054.38	53,647.88	56,373.46	59,237.10	62,246.34	65,408.20	68,731.00

## EXHIBIT D

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLID TECH	HOURLY	23.0200	24.3333	25.7216	27.1891	28.7403	30.3799	32.1132	33.9453
BIOS	BIWEEKLY	1,841.60	1,946.66	2,057.73	2,175.13	2,299.22	2,430.39	2,569.06	2,715.62
	MONTHLY	3,990.13	4,217.76	4,458.42	4,712.78	4,981.64	5,265.85	5,566.30	5,883.84
	ANNUAL	47,881.60	50,613.16	53,500.98	56,553.38	59,779.72	63,190.14	66,795.56	70,606.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LEAD WW OPER	HOURLY	25.1151	26.4411	27.8372	29.3070	30.8543	32.4834	34.1985	36.0041
LDOP	BIWEEKLY	2,009.21	2,115.29	2,226.98	2,344.56	2,468.34	2,598.67	2,735.88	2,880.33
	MONTHLY	4,353.29	4,583.13	4,825.12	5,079.88	5,348.07	5,630.45	5,927.74	6,240.72
	ANNUAL	52,239.46	54,997.54	57,901.48	60,958.56	64,176.84	67,565.42	71,132.88	74,888.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR MGR	HOURLY	24.5901	26.0513	27.5993	29.2393	30.9767	32.8174	34.7675	36.8334
STRM	BIWEEKLY	1,967.21	2,084.10	2,207.94	2,339.14	2,478.14	2,625.39	2,781.40	2,946.67
	MONTHLY	4,262.29	4,515.55	4,783.87	5,068.14	5,369.30	5,688.35	6,026.37	6,384.45
	ANNUAL	51,147.46	54,186.60	57,406.44	60,817.64	64,431.64	68,260.14	72,316.40	76,613.42

RESOLUTION 2018-222

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant and

WHEREAS, representatives of the City and the IBEW met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant for the period of October 1, 2018 through September 30, 2022.

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Adopted by the City Council of the City of Grand Island, Nebraska, on July 24, 2018.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 20, 2018	☐ City Attorney