



City of Grand Island

Tuesday, September 24, 2019

Council Session

Item I-1

**#2019-300 - Consideration of Approving Labor Agreement
between the City of Grand Island and the Fraternal Order of
Police, Grand Island Lodge No. 24**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: September 24, 2019

Subject: Approval of Labor Agreement between the City Of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24

Presenter(s): Aaron Schmid, Human Resources Director

Background

Police Officer and Police Sergeant job classifications in the Police Department currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Fraternal Order of Police (FOP), Grand Island Lodge No. 24. The current labor agreement expires as of midnight September 30, 2019. The City and the FOP met to negotiate the terms of a new agreement and have reached a tentative agreement.

Discussion

The proposed labor agreement will begin October 1, 2019 and continue through September 30, 2022. A summary of changes are listed below and follow the order of the contract:

1. The collective bargaining agreement recognizes the creation of the Lieutenant classification.
2. The Hours of Work article has been further clarified to define the notice periods of planned scheduled changes and unplanned schedule changes. Unplanned schedule change notices have been reduced from 21 days to 14 days. The Training and Special Events bank has been removed from the contract.
3. Language regarding working out of class has been added to the contract. Employees will receive a 3% increase when working a full shift out of class.
4. Calendar dates have been added to the designated holidays.
5. The amount of vacation time has been increased at all service levels.
6. A stipulation requiring the use of five consecutive days of vacation per year has been removed.
7. Language has been added to bereavement leave to allow up to 16 hours per year for non-immediate family members.
8. The maximum accumulation of medical leave will increase from 1,280 hours to 1,887. Employees will receive a percentage of accumulated medical leave at

separation according to years of service or death. Payouts for medical leave will go into an employee's VEBA account.

9. Procedures for handling declared weather events have been added.
10. Military Leave and Nebraska Family Military Leave language has been updated to cite updated state statutes.
11. The leave request process has been updated to address the use of MUNIS for requesting time off.
12. The Rates of Pay article has been updated to reflect a three-year agreement.
13. The amount of compensatory time allowed has increased from 96 hour to 110 hours.
14. Longevity pay will include \$350 at 5 years of service and increases to existing amounts of pay at 15, 20 and 25 years.
15. The pay plan will place all classifications on a nine-step plan.
16. The benefits article has been updated to address the terms of the high deductible health plan and the traditional plan for the term of the contract.
17. Voluntary Employee Benefits Association (VEBA) language has been added to the contract. Employees will receive \$20 per pay period.
18. Language has been added which describes allowable interactions between Union Officers and Management while on City time.
19. The following table reflects the wage adjustments, by classification, for the term of the contract.

CLASS TITLE	2019 - 2020		2020 - 2021		2021 - 2022	
	Min	Max	Min	Max	Min	Max
Police Officer	3.00%	6.78%	3.00%	3.00%	3.00%	3.00%
Police Sergeant	14.00%	3.25%	3.00%	3.00%	3.00%	3.00%
Lieutenants	\$34.6000	\$48.6219	3.00%	3.00%	3.00%	3.00%

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 Fraternal Order of Police, Grand Island Lodge No. 24.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Grand Island Lodge No. 24.

AGREEMENT

THIS AGREEMENT, effective October 1, ~~2016~~2019, is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the “City”), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the “F.O.P.”).

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the F.O.P. in entering this labor agreement is to promote harmonious relations between the employer and the F.O.P., the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, and conditions of employment.

ARTICLE I F.O.P. RECOGNITION

The City recognizes the F.O.P. as the sole and exclusive collective bargaining representative for the pay classifications of Police Officers, ~~and~~ Sergeants ~~and Lieutenants~~.

~~The City agrees that if in the event the City creates the rank of Lieutenant, the classification of Lieutenant will become a part of the bargaining unit at the expiration of the contract term in which the rank is created.~~

ARTICLE II RESIDENCY

All employees covered under this agreement are required to reside within thirty-five (35) miles of the city limits of the City of Grand Island. Current employees will establish residency within six (6) months after the beginning of this agreement. New employees, hired after the starting date of this agreement, will establish residency within six (6) months after the calendar date of the start of employment and will maintain residency during the term of the employment. For purposes of this agreement, residency will mean the employee’s domicile.

ARTICLE III HOURS OF WORK

A. SCHEDULES OF WORK

~~The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective with the first full pay period following the execution of the agreement. The City also reserves the right to revise the regular set schedules from eighty (80) up to eight-six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change. All unplanned schedule changes, except in cases of emergency, shall be posted or emailed for all affected employees to see at least fourteen (14) days before the change is effective.~~

The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked, vacation, personal leave and holiday hours.

The City specifically maintains and reserves its management rights to establish the hours worked, the work week and all direction of the work force as allowed by law. Employees shall be eligible for overtime under this Agreement and it is expressly stated hereby that overtime shall not be paid more than once for the same hours worked.

Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. ~~There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. The Training and Special Events bank shall be used for one (1) defensive tactics training, one (1) firearms qualifications, Harvest of Harmony Parade, and each employee will work a maximum of six (6) hours annually for the Nebraska State Fair. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty six (86) hours in a two week pay period will be eligible for over time but will not be subtracted from the training and special events bank.~~

All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City ~~Of of~~ Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. ~~Any such grant hours are not deducted from the training and special events bank.~~

~~The City also reserves the right to revise the regular set schedules from eighty (80) up to eight six (86) hours per two (2) week pay period. The City shall provide sixty (60) days notice prior to making a set schedule change for each employee subject to the change.~~

B. WORKING OUT OF CLASS

If an employee works out-of-class for a minimum of one (1) full shift as approved by the Chief or designee, the employee will be paid at the temporary classification rate guaranteeing an increase of at least three (3) percent.

**ARTICLE IV
HOLIDAYS AND HOLIDAY PAY**

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all eligible employees. An employee may be required to work on a holiday if necessary to maintain essential services to the public.

New Year’s Day	Veteran’s Day
Arbor Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day

<u>Independence Day</u>	<u>Christmas Day</u>
<u>Labor Day</u>	
<u>New Year's Day</u>	<u>January 1</u>
<u>Arbor Day</u>	<u>Last Friday in April</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>Veteran's Day</u>	<u>November 11</u>
<u>Thanksgiving Day</u>	<u>Fourth Thursday in November</u>
<u>Day after Thanksgiving Day</u>	<u>Fourth Friday in November</u>
<u>Christmas Day</u>	<u>December 25</u>
<u>Declared Holiday</u>	<u>Authorized by the Mayor</u>

Such holidays shall be observed on the actual day that the holiday falls.

B. ELIGIBILITY FOR HOLIDAY COMPENSATION

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his/her last regularly scheduled day before the holiday and his/her first regular day after the holiday. "Active Pay Status" shall mean any pay status other than leave without pay or suspension without pay. No compensatory time may be accrued in lieu of being paid Holiday Worked pay or Holiday Benefit pay.

C. HOLIDAY LEAVE

Non-essential personnel shall use Holiday Leave when the holiday falls on a regular scheduled work day. Essential personnel may only use Holiday Leave in lieu of working any portion of their regularly scheduled shift on a holiday. The use of Holiday Leave requires supervisory approval and shall only apply one time per recognized holiday. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

D. HOLIDAY WORKED AND HOLIDAY BENEFIT

Holiday Worked hours shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay.

For payroll purposes, Holiday Benefit is defined as an additional compensation at the employee's regular rate of pay for eight (8) hours if the employee works the holiday, or if the holiday falls on the employee's regularly scheduled day off. In order to be compensated for a full twelve (12) hour or ten (10) hour shift, an employee must supplement with four (4) or two (2) hours of accrued leave.

E. HOLIDAY PAY DURING LEAVE OF ABSENCE

When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

ARTICLE V PERSONAL LEAVE

Sixteen (16) hours of personal leave will be granted to eligible employees each contract year. Sixteen (16) hours of personal leave will be given the first full pay period in October and must be taken by September 15th. Personal leave hours may be taken at any time and may be taken in one (1) hour increments. The time selected by the employee must have the prior approval of the employee's supervisor. The Chief 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. New employees who begin work on or after April 1 will not be eligible for personal leave until the following October 1. Employees will not be compensated for unused or expired personal leave.

ARTICLE VI VACATIONS

A. ELIGIBILITY

All full-time employees of the police division who have been in the employment of the City continually for one (1) year shall be eligible for vacation leave with pay. Vacation may be taken in one-half hour (1/2) increments.

The Mayor or designee may waive the provisions of this section in extreme circumstances for the good of the City and advance vacation leave to an employee prior to the completion of twelve (12) months of employment; provided, employees shall reimburse the City for all used unearned vacation leave upon termination.

B. AMOUNT AUTHORIZED

Vacation leave shall be computed/accrued on the following basis:

<u>Years of Employment</u>	<u>Hours of Vacation Earned</u>
1st year-through the end of the 4th years	88-90 hours (3.4615 biweekly)
5th year-through the end of the 9th years	104-106 hours (4.0769 biweekly)
10th year-through the end of the 14th years	132-134 hours (5.1538 biweekly)
15th year-through the end of the 19th years	169-172 hours (6.6154 biweekly)
20th year-through the end of the 22nd years	184-188 hours (7.2308 biweekly)
23rd + years	202-206 hours (7.9231 biweekly)

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the supervisor. While all employees are encouraged to take two (2) consecutive weeks of vacation each year, when eligible, the City may grant shorter periods of one (1) week or less. ~~Each employee whose normal work schedule is Monday through~~

~~Friday shall take a period of vacation of at least one (1) week each year when eligible as follows. Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five (5) consecutive days.~~

D. VACATION CARRY OVER

Accrual of vacation hours will be calculated on a bi-weekly basis and will be reflected on the pay stubs. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus eighty (80) hours.

E. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon termination, an employee shall be paid for the unused portion of accumulated vacation leave provided such employee has completed twelve months of consecutive, full-time employment. An employee who has been separated shall not accrue vacation leave credits after his or her last day of actual work.

ARTICLE VII MEDICAL AND BEREAVEMENT LEAVE

A. AMOUNT AUTHORIZED

1. **Medical Leave.** Medical leave shall be credited into a medical leave account for each employee at the rate of eight (8) hours for each calendar month of service and may be taken in ½ hour increments.
2. **Bereavement Leave.** Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per contract year for immediate family members and up to sixteen (16) hours per contract year for non-immediate family members. If the employee's regularly scheduled shift is other than eight (8) hours per day, the employee may use medical leave to supplement the difference of hours needed to cover the scheduled shift to accommodate for an absence of up to three (3) days if needed to cover their scheduled shift.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accumulated before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, noncompensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical or dental appointments. Medical leave may also be utilized for a maximum of two hundred (200) hours per contract year, per household to care for any members of an employee's immediate family or household. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent and parents-in-law. "Child" shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in "loco parentis".

C. USE OF BEREAVEMENT LEAVE

Upon completion of one (1) year of continuous service, 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. For purposes

of bereavement leave, “immediate family member” shall include son, daughter, sibling, spouse, parent, grandparent, grandchild, and in-laws of the same relation. Bereavement leave shall not exceed twenty-four (24) hours in any contract year for an immediate family member.

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to sixteen (16) hours of paid bereavement leave for the death of a non-immediate family member. For purposes of bereavement leave, “non-immediate family member” shall include aunts, uncles, nieces and nephews. Bereavement leave shall not exceed sixteen (16) hours in any contract year for a non-immediate family member.

D. MEDICAL LEAVE – REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, his or her supervisor should be notified immediately. An employee must keep the Police Chief informed of the employee’s condition. An employee may be required by the Police Chief to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

E. FRAUDULENT USE OF MEDICAL OR BEREAVEMENT LEAVE

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

F. NOTIFICATION

If an employee is absent for reasons that entitle the employee to medical or bereavement leave, the employee or a member of employee’s household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify the supervisor, when it was reasonably possible to do so, no medical or bereavement leave shall be approved. Immediately upon return to work the employee shall submit a leave form request to his or her supervisor.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE ~~AT RETIREMENT~~

~~Each employee upon retirement shall be paid for thirty seven and one half percent (37.5%) of his or her accumulated medical leave, the rate of compensation to be based on the employee’s salary at the time of retirement. The maximum accumulation in a medical leave account shall be one thousand two hundred eighty (1,280) hours. The compensation for the death of an employee not occurring in the line of duty shall be made to the employee’s beneficiary or estate at the rate of thirty seven and one half percent (37.5%) of the medical leave account, not to exceed one thousand two hundred eighty (1,280) hours.~~

An employee may accumulate medical leave to a maximum of 1,887 hours.

1. All employees shall be paid twenty percent (20%) for their accumulated medical leave at separation of employment after twenty (20) years of service.
2. All employees shall be paid forty percent (40%) for their accumulated medical leave at separation of employment after twenty-five (25) years of service.

3. An employee shall be paid fifty percent (50%) of accumulated medical leave for a death not occurring in the line of duty.

4. An employee shall be paid one hundred percent (100%) of accumulated medical leave for a death occurring in the line of duty.

The rate of compensation is based on the employee's salary at the time of separation. The payout for medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

~~H. COMPENSATION FOR UNUSED MEDICAL LEAVE UPON DEATH IN THE LINE OF DUTY~~

~~——— If an employee is killed in the line of duty, there shall be paid one hundred percent (100%) of his or her accumulated medical leave, not to exceed one thousand two hundred eighty (1,280) hours. The rate of compensation is to be based upon the employee's salary at the time of death. Payment for this benefit shall be included in the final payroll check.~~

I. 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 Reference Manual.

ARTICLE VIII SPECIAL PAY

A. CALL IN PAY

In the event that an employee is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at the one and one-half (1.5) times the regular rate of pay and for any additional time worked thereafter. In the event that notification is made at least ~~twenty-one~~ fourteen (2+14) days in advance, the employee will not qualify for call in pay.

B. STANDBY PAY

When an employee is directed to be on standby duty by the Chief of Police or designated Captain, the employee shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or any fraction thereof that occurs between regularly assigned duty shifts.

C. DECLARED WEATHER EVENT

Weather Event Leave shall only be used if the Mayor or designee declares a day as a weather event and notifies non-essential employees either not to report to work or discontinue work due to weather conditions. This leave is separate from any other leave and will not be used to reduce any leave accumulated in those leave banks.

To be eligible to use Weather Event Leave, the employee must have been scheduled to be at work on the day and time the weather event is declared. Employees scheduled for a holiday, vacation, annual leave or medical

leave are ineligible to use Weather Event Leave. Weather Event Leave does not count towards overtime. The weather event only applies for the date stated in the declaration.

Only essential personnel shall be paid 1.5 times their regular rate of pay for hours worked during the day and time the weather event is declared. Non-essential personnel shall be dismissed and receive their scheduled hours of pay up to eight (8) hours at their regular rate of pay.

ARTICLE IX MILITARY LEAVE

The City will follow provisions relating to military ~~training~~ leave ~~are~~ as provided by ~~Section 55-160~~ Neb. Rev. Stat., 1943, et. seq., as amended § 55-160.

The City also recognizes and abides by the Nebraska Family Military Leave Act as provided by Neb. Rev. Stat. § 55-102 and Neb. Rev. Stat. § 55-503.

ARTICLE X COURT LEAVE

A. WHEN AUTHORIZED

Any employee required to attend as a witness or in any other capacity directly related to his or her official duties, in any case during session of the juvenile court, county court, district court, mental health board, department of motor vehicles, or before any grand jury proceedings, during off-duty periods, shall be entitled to compensation at the rate of pay of 1.5 times the regular rate of pay for each appearance at a minimum of two hours or for the actual time, if longer. All appearances before any tribunal prior to its noon recess of any given day shall be considered one appearance. All appearances before any tribunal subsequent to its noon recess of any given day shall be considered one appearance. When the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time or be granted leave without pay for the length of such service. It is recognized that the court pay at the rate of 1.5 times the regular rate of pay is considered premium pay and court time shall not count as hours worked for the calculation of overtime.

B. PROCEDURE

An employee who is called for 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 court.

C. FEES

Fees received for jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof, provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from City funds.

ARTICLE XI DISABILITY

1. If any police officer or sergeant becomes disabled, such employee shall be placed on the roll of pensioned police officers at the regular retirement pension of fifty percent (50%) of regular pay for the period of such disability. For purposes of this Article, "disability" shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of the police officer.
2. In the case of temporary disability of an employee covered by this agreement, received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve (12) months, except that if it is ascertained by the City Council or the proper municipal authorities within twelve (12) months of such temporary disability has become a disability as defined in the paragraph preceding, then the salary shall cease and he/she shall be entitled to the benefits for pension in the case of disability as provided by Nebraska statutes.
3. All payments of pension or salary provided by this Article shall be subject to deduction of amounts paid under the Nebraska Workers Compensation Act. Such payments shall not commence until all credit for unused annual or medical leave or other similar credits have been fully utilized by the disabled employee if there will be no impairment to his/her salary during the period of disability.
4. No employee covered by this agreement shall be entitled during any period of temporary disability to receive in full both his/her salary and his/her benefits under the Nebraska Workers Compensation Act. All Nebraska Workers Compensation benefits shall be payable in full to such police officer as provided in the Nebraska Workers Compensation Act, but all amounts paid by the City or its insurer under the Nebraska Workers Compensation Act to any disabled police officer entitled to receive a salary during such disability, shall be considered as payments on account of such salary and shall be credited thereon. The remaining balance of such salary, if any, shall be payable as otherwise provided by Nebraska law.
5. 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 (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six (6) weeks or longer, the employee will be credited with any medical or vacation leave taken during the initial waiting period.
6. While on leave due to a temporary disability while in the line of duty, 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 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.
7. The City reserves the right of subrogation because of payment of temporary disability leave 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 party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

8. Nothing in this Article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative or such party until after receiving consultation and advice of the employee and a signed waiver to that effect.
9. A light duty policy will be maintained by the City to accommodate employees who have been injured in the work place to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five (5) day period, between a date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work, who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

If the employee continues to work full duty after the date of injury, the five (5) day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty period expires pursuant to city policy.

ARTICLE XII GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENT 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, which may include dismissal.

B. AUTHORIZED LEAVE FORMSREQUESTS

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

C. LEAVE COVERED BY FMLA

Employees who anticipate taking leave governed by the FMLA are required to provide written notice of their intent as set forth in the City's FMLA Policy.

ARTICLE XIII PENSION RETIREMENT PLAN

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by state statutes, as amended.

ARTICLE XIV FITNESS FOR DUTY

The City maintains the right to test for fitness for duty.

ARTICLE XV RATES OF PAY FOR WORK PERFORMED

The rates of pay for work performed under this agreement shall be:

A. ~~2016—2017~~2019 - 2020 FISCAL YEAR

Rates of pay from October 1, ~~2016-2019~~ through September 30, ~~2017~~2020, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit “A” and shall take effect the first full pay period of October ~~2016~~2019.

B. ~~2017—~~2018~~2020 - 2021~~ FISCAL YEAR

Effective in the first full pay period of October ~~2017~~2020, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit “B”. ~~of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 2.5%. See Exhibit “B”. Beginning with the first full pay period of October 2017 the number of pay steps will be reduced from 11 steps to 10 steps as shown on Exhibit “B” attached hereto.~~

C. ~~2018—2019~~2021 - 2022 FISCAL YEAR

Effective in the first full pay period of October ~~2018~~2021, for work performed in the various classes of work under this agreement shall be as shown on the pay plan, attached hereto as Exhibit “C”. steps 1 through 10 ~~of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 2.5% as shown on Exhibit “C” attached hereto. See~~

D. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he/she has been promoted may be demoted to the classification from which promoted. Such employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

E. COMPENSATORY TIME

In lieu of payment for overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment unless otherwise authorized by the Chief of Police. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to ~~ninety-six~~one-hundred ten (96110) hours annually (~~64-73.33~~ actual hours worked) with the year commencing October 1. All compensatory time that is not used prior to the

last pay period before September 30th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The pay-out for the unused compensatory time shall occur in the last full pay period prior to October 1. It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief or the Chief's designated representative. Compensatory time must be recorded through the City payroll system.

F. FIELD TRAINING OFFICER

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid \$1.00 per hour while actively working with a trainee or other issues directly concerning a trainee which may include: post shift reporting, training, periodic meetings and court appearances with the trainee.

G. LONGEVITY

~~Effective the first full pay period in October 2016, i~~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>\$ 350.00 (Beginning of 6th Year)</u>
10 years	\$ 645.50 (Beginning 11 th Year)
15 years	\$ 830.50 <u>870.00</u> (Beginning 16 th Year)
20 years	\$1,032.50 <u>1,096.00</u> (Beginning 21 st Year)
25 Y years	\$1,247.50 <u>1,270.00</u> (Beginning 26 th Year)

H. SHIFT DIFFERENTIAL

~~Effective the first full pay period in January 2017, a~~All employees who are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours shall be paid an additional ~~thirty~~forty-five cents (\$0.~~34~~5) per hour. The shift differential shall be included as an addition to the employee's hourly rate.

ARTICLE XVI PAY PLAN STRUCTURE

A. ADMINISTRATION OF PAY SCHEDULE

- ~~Officers and Sergeants~~All classifications will be considered for pay schedule step increases upon receiving satisfactory performance appraisals with said step increases to be effective on the first day of the pay period following the event for change according to the following schedule:

- Step 1. Entry level;
- Step 2. Upon successful completion of twelve (12) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal;

- Step 3. Upon successful completion of twelve (12) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 4. Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 5. Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 6. Upon successful completion of twelve (12) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 7. Upon successful completion of twelve (12) months of service in step 6 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 8. Upon successful completion of twelve (12) months of service in step 7 of the job classification and upon receiving a satisfactory performance appraisal;
- Step 9. Upon successful completion of twelve (12) months of service in step 8 of the job classification and upon receiving a satisfactory performance appraisal;

~~Step 10. Upon successful completion of twelve (12) months of service in step 9 of the job classification and upon receiving a satisfactory performance appraisal;~~

~~Step 11. Upon successful completion of twelve (12) months of service in step 10 of the job classification and upon receiving a satisfactory performance appraisal.~~

~~Beginning with the first full pay period in October of 2017, step 11 will be eliminated resulting in a 10 step plan. Employees will be placed in the pay plan according to years of service. When applicable, placement will take into account additional pay step incentives applied at the time of hire for education, experience and/or certifications. Placement in the new step plan will not affect an employee's current step and appraisal anniversary date.~~

- 2. An employee who is promoted shall be placed in the step of the new pay grade that insures at least a three percent (3%) increase in pay. Upon successful completion of the six (6) month introductory period in the new position and upon receiving a satisfactory performance appraisal, an employee shall move to the next step in the pay scale.
- 3. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately after such adjustment.
- 4. Employees, prior to advancing in step or grade, shall be evaluated using the City's performance appraisal system. Such appraisal shall take place yearly. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than increases in pay lines for each classification.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

B. INTRODUCTORY PERIOD

As set forth in the Nebraska Civil Service Act and the Grand Island Civil Service Commission Rules and Regulations, no appointment, employment, or promotion in any position in the service shall be deemed complete until after the expiration of one year after certification by the Nebraska Law Enforcement Training Center for police officers.

ARTICLE XVII EMPLOYEE RELATIONS

A. GENERAL

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

B. MEMBERSHIP IN F.O.P.

The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke or cancel F.O.P. membership.

C. DISCIPLINARY ACTION

1. **Cause:** Cause for disciplinary action against any employee shall include any cause so specified in the Employee Personnel Rules of the City of Grand Island, the Police Department Policy and Procedures Manual and the rules and regulations of the City Civil Service Commission.
2. **Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the Mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.
3. **Civil Service:** It is agreed by the parties that all applicable provisions of the Rules and Regulations of the Grand Island Civil Service Commission are hereby made part of this agreement and by this reference made part hereof.

It is the policy of the City of Grand Island to provide a system of progressive discipline which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe disciplinary action and progress, if necessary, to more severe actions. However, the severity of the incident may warrant any level of initial disciplinary action.

ARTICLE XVIII GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the F.O.P.

Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

The exact nature of the grievance, the act or acts of commission, the time and place of the act of commission or omission, the identity of the party or parties who claim to be aggrieved, the provisions of this agreement that are alleged to have been violated and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance.

1. **First Step** – Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Captain, with or without the F.O.P. representative being present, as the employee may elect, in an attempt to settle the same. If a grievance or request has not been satisfactorily resolved in Step One, it may be presented in writing and proceed to Step Two only if the F.O.P. representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond Step One must be filed in writing with the Police Chief on the form provided by the City.
2. **Second Step** – The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days after receipt of the grievance.
3. **Third Step** – If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the Mayor of the City or the Mayor's designated representative within seven (7) calendar days after the decision of the Police Chief. The Mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.
4. **Fourth Step** – If the grievance is not settled to the satisfaction of the employee, he/she may appeal, within ten (10) days after receipt of the City's decision to a court of competent jurisdiction.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

B. GENERAL CONDITIONS

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. (None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step). Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

The time limits provided in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to the processing of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or constitute a rescission of the act giving rise to the grievance, whichever is appropriate.

ARTICLE XIX OTHER BENEFITS

A. MEDICAL, DENTAL AND LONG TERM DISABILITY INSURANCE

Except as modified by this Article XIX, Section A., The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and the employee's eligible dependents at the same eligibility benefit level and employee contribution level as provided to non-union City employees under the City's general group insurance plans. The City's general insurance plans run from October 1 through September 30 of each year.

The City shall make available a PPO plan for employees covered under this contract. Employee premiums for the PPO plan are as follows for the 2019-2020 plan year; Single coverage \$207.90 per month, 2/4 coverage \$414.76 per month, Family \$619.50 per month. In the 2020-2021 plan year and the 2021-2022 plan year, employee premiums shall not increase more than 6% each plan year.

The City shall make available a high deductible health plan (HDHP) for employees covered under this contract. Employee premiums for the HDHP are as follows:

Year 1 HDHP			Year 2 HDHP		
Coverage Type	Employee Premium (per mo.)	Plan Year "Seed" Money	Coverage Type	Employee Premium (per mo.)	Plan Year "Seed" Money
Single	\$75.81	\$1,350.00	Single	\$77.33	\$1,350.00
2/4	\$175.52	\$2,025.00	2/4	\$179.03	\$2,025.00
Family	\$258.98	\$2,700.00	Family	\$264.16	\$2,700.00

Year 3 HDHP		
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<u>Coverage Type</u>	<u>Employee Premium (per mo.)</u>	<u>Plan Year "Seed" Money</u>
<u>Single</u>	<u>\$78.87</u>	<u>\$1,350.00</u>
<u>2/4</u>	<u>\$182.61</u>	<u>\$2,025.00</u>
<u>Family</u>	<u>\$269.44</u>	<u>\$2,700.00</u>

B. LIFE INSURANCE

The City will provide a fifty thousand (\$50,000.00) life insurance policy for the employee. Such policy contains an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee.

C. DISCONTINUANCE OF INSURANCE

1. Except as provided under the City's Family and Medical Leave Act (FMLA) Policy, or otherwise as required by law, an employee who is on a leave of absence without pay will be removed from coverage under the City's hospitalization, dental and medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his/her return. If the leave of absence is not covered by the FMLA policy, the employee shall have the option of retaining coverage under the City's hospitalization, dental and medical insurance plan if the employee pays one-hundred percent (100%) of the premium cost during an approved leave of absence.
2. The employee will be required to pay the premium on the life insurance policy during any leave of absence. The employee shall pay both the City's premium and employee's premium, if any, during this period.

D. UNIFORM ALLOWANCE

The City shall provide for new employees covered under this contract upon hire, uniform items consisting of: four (4) long sleeved shirts; four (4) short sleeved shirts; four (4) pairs of pants; one (1) winter coat and body armor.

New hires shall be allowed to receive from the city, a loan for the amount needed to buy the required uniform and equipment not to exceed Six-Hundred Dollars (\$600.00) in addition to what is provided by the City at zero percent (0%) interest rate, with the loan to be repaid from the uniform allowance in its entirety until the loan is repaid in full.

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid semi-annually at the rate of Three Hundred Twenty Five Dollars (\$325.00) per employee. The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

The City shall replace body armor for each officer upon the failure of their body armor. A rotating schedule of replacement shall also be set up so that the body armor shall be replaced one time every five years by the City. The body armor shall be worn at all times by the employees while on duty unless a specific duty assigned, shall not require that the body armor be worn, and such exception to the mandatory wearing of body armor shall be signed specifically by the Chief of Police.

Costs for replacement of personal equipment that is damaged, broken, or lost in the course and scope of employment will be reimbursed by the City as provided below.

1. Prescription eyeglasses or contact lenses will be reimbursed up to a replacement value of two hundred (\$200) dollars.
2. Watches will be reimbursed up to a replacement value of one hundred (\$100) dollars.

E. TUITION AND BOOK REIMBURSEMENT PROGRAM

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
 - a. Is there budget authority?
 - b. Is the book necessary for said course, job related?
 - c. Is there supervisor approval?
 - d. Is the employee requesting reimbursement eligible for other assistance programs?
2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:
 - a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.
 - b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.
3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report indicating a "B" or higher, and the tuition request form to the Chief of Police for inclusion in the next payroll period.
4. **Service Requirement.** Tuition reimbursement is available to regular status employees.
5. **Eligibility Requirements.** Tuition reimbursement shall be limited as follows:

- a. Less than two (2) years of service: \$ 300.00
- b. Two (2) to Five (5) years of service: \$ 600.00
- c. Five (5) to Ten (10) years of service: \$2,000.00
- d. Over ten (10) years of service: \$3,000.00

Said amounts are to be approved annually from October 1 through the end of the following September.

F. CAFETERIA PLAN

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance as long as said plan is generally maintained for employees of the City. The employees covered by this contract shall be allowed to utilize said plan.

The City also agrees to maintain a cafeteria plan for health care reimbursement and dependent care assistance, and allow the employees covered by this contract to utilize such plan as long as such plan is maintained for city employees of the City of Grand Island.

G. EMPLOYEE ASSISTANCE PROGRAM

The City agrees to allow the employees covered by this contract access to the Employee Assistance Program, as long as the City maintains such program.

H. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees shall participate in the group VEBA. A contribution will be made to the employee's account each pay period in the amount of Twenty and No/100 Dollars (\$20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon separation with the City.

ARTICLE XX SENIORITY

A. CONTINUOUS SERVICE

Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay, or lay-off for thirty (30) calendar days or less, shall not constitute a break of interruption of service within the meaning of this Article.

B. DATE OF ENTRY

Seniority shall commence from the date an employee enters a classification.

C. LIST

A list of employees arranged in order of seniority by classification shall be maintained and revised and updated as is necessary.

D. SAME DATE OF ENTRY

Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined by the Police Chief at that time and the individuals so notified.

E. SHIFT VACANCY ASSIGNMENT

Seniority shall be a primary consideration in granting employees preference relative to shift assignments when filling a vacancy. It is understood that the Chief of Police, in the best interests of the operation of the Police Department, shall retain all authority to make assignments as required to properly staff the Police Department and may reassign an officer to another shift.

F. HIGHER CLASSIFICATION PREFERENCE

When two [\(2\)](#) or more employees are promoted to a new classification from different classifications, the employee promoted in the higher classification shall be senior.

G. DAYS OFF VACANCY ASSIGNMENT

Seniority shall be a consideration in the assigning of days off when filling a classification vacancy. Seniority shall not be used to change established work schedules.

**ARTICLE XXI
BILINGUAL PAY**

Eligible employees proficient in an approved second language shall be paid One Thousand Five hundred dollars (\$1,500.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

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

**ARTICLE XXII
HEALTH INSURANCE COMMITTEE**

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

**ARTICLE XXIII
SAFETY COMMITTEE**

A. MEMBERS

There shall be a joint committee established, effective the date of ratification of this agreement, consisting of three (3) representatives of the City and three (3) members of the bargaining unit selected by the F.O.P. who shall, at regular intervals, meet to discuss safety problems, and if necessary, tour the premises. The first chairperson of said committee shall be a member of the F.O.P., said position thereafter to rotate annually between the City and the F.O.P.

B. SUBJECTS

All questions relating to safety, including equipment and procedures shall be considered proper subjects for discussion.

C. COMMON CONCERN

It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees.

D. ADMINISTRATIVE REVIEW

The recommendations of the safety committee shall be forwarded to the Chief of Police for review and consideration. The Chief of Police shall provide a response to such recommendations to both the Chief Administrative Officer of the City and the members of the safety committee within twenty (20) working days of receipt of the recommendation. An additional ten (10) working days will automatically be granted upon written request for additional time to respond. If no response has been made after the additional ten (10) days has elapsed, an F.O.P. representative on the committee may directly contact the Chief Administrative Officer for further action.

ARTICLE XXIV MANAGEMENT RIGHTS

A. COLLECTIVE BARGAINING

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 of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. RESERVED RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in the agreement 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. Discipline or discharge for cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign or transfer employees.

4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

C. SCOPE OF NEGOTIATIONS

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.

D. MATTERS NOT SPECIFICALLY MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings or negotiation during the life of this contract.

E. CHIEF ADMINISTRATIVE OFFICER

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The F.O.P. agrees that it shall deal with the City only through the chief administrative officer of the City or designated representative.

ARTICLE XXV GENERAL PROVISIONS

A. F.O.P. CREDENTIALS

No representative of the F.O.P. shall be permitted to come on any job site of the City for any reason without first presenting his/her credentials to the chief administrative officer of the City, Police Chief, or authorized representative, and obtaining permission.

B. F.O.P. SOLICITATION

The F.O.P. agrees that it or its members will not solicit membership in the F.O.P. or otherwise carry on F.O.P. activities during working hours or on City property, except with the written permission of the police Chief and or City Administrator.

C. DISCRIMINATION

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.

D. F.O.P. INTERFERENCE

The City and the F.O.P. agree not to interfere with the right of employees to become or not to become members of the F.O.P., and further that there shall be no discrimination or coercion against any employee because of F.O.P. membership or non-membership.

E. F.O.P. BULLETIN BOARD

The City shall permit the FOP to use one bulletin board designated by the Chief of Police for posting of FOP meetings and elections, reports of FOP committees and other notices or announcements that would be of benefit or of interest to the employees.

Posted materials shall not contain anything discriminatory or reflecting adversely upon the City or any of its employees. Any violation of this provision shall entitle the City to cancel immediately this provision of this Article and prohibit the FOP's further use of the bulletin board.

F. UNION TIME

The City will allow Union Officers and members of the negotiation, retirement, insurance and safety committees (only) to use City email, City interoffice mail, and on-duty time for face-to-face conversations and phone calls to discuss Union matters with Human Resources, City Administration and the Chief of Police or designee. Such matters include but are not limited to grievances, scheduling of hearings and negotiation sessions and answering questions from Human Resources, City Administration and the Chief of Police or designee.

ARTICLE XXVI STRIKES AND LOCKOUTS

A. STRIKES

Neither the F.O.P. nor any 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. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

The City will not lock out any employee during the term of the agreement as a result of a labor dispute with the F.O.P.

ARTICLE XXVII SEVERABILITY

If any of the provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE XXVIII SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the agreement between the parties and supersedes all previous agreements. This agreement 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 XXIX C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, ~~2016-2019~~ through September 30, ~~2019~~2022. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

ARTICLE XXX NON-DISCRIMINATION

A. PROHIBITION OF DISCRIMINATION

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

B. GENDER REFERENCES

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

C. A.D.A. COMPLIANCE

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

ARTICLE XXXI DURATION OF CONTRACT

A. EXPIRATION

This agreement shall be effective upon signature by both parties hereto, October 1, ~~2016-2019~~ and shall continue in effect until midnight, September 30, ~~2019~~2022. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

B. NEGOTIATIONS FOR NEW AGREEMENT

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, ~~2019-2022~~ but no later than February ~~4,~~ 2019~~28,~~ 2022 and must be completed by ~~May-June~~ 30, ~~2019-2022~~ for budget preparation purposes.

C. CONTRACT NEGOTIATIONS

Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the
____ day of _____, ~~2016~~2019.

**GRAND ISLAND LODGE NO. 24 OF THE
FRATERNAL ORDER OF POLICE,**

By: _____
Jarret Daugherty, President, Lodge No. 24

**CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,**

By: _____
~~Jeremy L. Jensen~~Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

EXHIBIT A

**FOP - YEAR ONE
FY 2019 - 2020**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	22.6435	23.9902	25.4170	26.9287	28.5303	30.2271	32.0248	33.9295	35.9531
6005	BIWEEKLY	1,811.48	1,919.22	2,033.36	2,154.30	2,282.42	2,418.17	2,561.98	2,714.36	2,876.25
	MONTHLY	3,924.87	4,158.31	4,405.61	4,667.65	4,945.24	5,239.37	5,550.96	5,881.11	6,231.88
	ANNUAL	47,098.48	49,899.72	52,867.36	56,011.80	59,342.92	62,872.42	66,611.48	70,573.36	74,782.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	31.3672	32.5960	33.8730	35.2000	36.5789	38.0119	39.5010	41.0485	42.6610
6010	BIWEEKLY	2,509.38	2,607.68	2,709.84	2,816.00	2,926.31	3,040.95	3,160.08	3,283.88	3,412.88
	MONTHLY	5,436.99	5,649.97	5,871.32	6,101.33	6,340.34	6,588.73	6,846.84	7,115.07	7,394.57
	ANNUAL	65,243.88	67,799.68	70,455.84	73,216.00	76,084.06	79,064.70	82,162.08	85,380.88	88,734.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	34.6000	36.1027	37.6706	39.3066	41.0137	42.7949	44.6535	46.5927	48.6219
6020	BIWEEKLY	2,768.00	2,888.22	3,013.65	3,144.53	3,281.10	3,423.59	3,572.28	3,727.42	3,889.75
	MONTHLY	5,997.33	6,257.81	6,529.58	6,813.15	7,109.05	7,417.78	7,739.94	8,076.08	8,427.79
	ANNUAL	71,968.00	75,093.72	78,354.90	81,757.78	85,308.60	89,013.34	92,879.28	96,912.92	101,133.50

EXHIBIT B

**FOP - YEAR TWO
FY 2020 - 2021**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	23.3228	24.7099	26.1795	27.7366	29.3862	31.1339	32.9855	34.9474	37.0317
6005	BIWEEKLY	1,865.82	1,976.79	2,094.36	2,218.93	2,350.90	2,490.71	2,638.84	2,795.79	2,962.54
	MONTHLY	4,042.61	4,283.05	4,537.78	4,807.68	5,093.62	5,396.54	5,717.49	6,057.55	6,418.84
	ANNUAL	48,511.32	51,396.54	54,453.36	57,692.18	61,123.40	64,758.46	68,609.84	72,690.54	77,026.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	32.3082	33.5739	34.8892	36.2560	37.6763	39.1523	40.6860	42.2800	43.9408
6010	BIWEEKLY	2,584.66	2,685.91	2,791.14	2,900.48	3,014.10	3,132.18	3,254.88	3,382.40	3,515.26
	MONTHLY	5,600.10	5,819.47	6,047.47	6,284.37	6,530.55	6,786.39	7,052.24	7,328.53	7,616.40
	ANNUAL	67,201.16	69,833.66	72,569.64	75,412.48	78,366.60	81,436.68	84,626.88	87,942.40	91,396.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	35.6380	37.1858	38.8007	40.4858	42.2441	44.0787	45.9931	47.9905	50.0806
6020	BIWEEKLY	2,851.04	2,974.86	3,104.06	3,238.86	3,379.53	3,526.30	3,679.45	3,839.24	4,006.45
	MONTHLY	6,177.25	6,445.53	6,725.46	7,017.53	7,322.32	7,640.32	7,972.14	8,318.35	8,680.64
	ANNUAL	74,127.04	77,346.36	80,705.56	84,210.36	87,867.78	91,683.80	95,665.70	99,820.24	104,167.70

**FOP - YEAR THREE
FY 2021 - 2022**

EXHIBIT C

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE OFFICER	HOURLY	24.0225	25.4512	26.9649	28.5687	30.2678	32.0679	33.9751	35.9958	38.1427
6005	BIWEEKLY	1,921.80	2,036.10	2,157.19	2,285.50	2,421.42	2,565.43	2,718.01	2,879.66	3,051.42
	MONTHLY	4,163.90	4,411.55	4,673.91	4,951.92	5,246.41	5,558.43	5,889.02	6,239.26	6,611.41
	ANNUAL	49,966.80	52,938.60	56,086.94	59,423.00	62,956.92	66,701.18	70,668.26	74,871.16	79,336.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE SERGEANT	HOURLY	33.2774	34.5811	35.9359	37.3437	38.8066	40.3269	41.9066	43.5484	45.2590
6010	BIWEEKLY	2,662.19	2,766.49	2,874.87	2,987.50	3,104.53	3,226.15	3,352.53	3,483.87	3,620.72
	MONTHLY	5,768.08	5,994.06	6,228.89	6,472.92	6,726.48	6,989.99	7,263.82	7,548.39	7,844.89
	ANNUAL	69,216.94	71,928.74	74,746.62	77,675.00	80,717.78	83,879.90	87,165.78	90,580.62	94,138.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POLICE LIEUTENANT	HOURLY	36.7071	38.3014	39.9647	41.7004	43.5114	45.4011	47.3729	49.4302	51.5830
6020	BIWEEKLY	2,936.57	3,064.11	3,197.18	3,336.03	3,480.91	3,632.09	3,789.83	3,954.42	4,126.64
	MONTHLY	6,362.57	6,638.91	6,927.22	7,228.07	7,541.97	7,869.53	8,211.30	8,567.91	8,941.05
	ANNUAL	76,350.82	79,666.86	83,126.68	86,736.78	90,503.66	94,434.34	98,535.58	102,814.92	107,292.64

RESOLUTION 2019-300

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 Fraternal Order of Police, Grand Island Lodge No. 24 and

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

WHEREAS, the City reached an agreement with the FOP 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 Fraternal Order of Police, Grand Island Lodge No. 24 for the period of October 1, 2019 through September 30, 2022.

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 24, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2019	☐ City Attorney