

# City of Grand Island

Tuesday, October 25, 2022 Council Session

## Item I-4

#2022-314 - Consideration of Approving the Labor Agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO

Staff Contact: Aaron Schmid, Human Resources Director

## **Council Agenda Memo**

From: Aaron Schmid, Human Resources Director

Meeting: October 25, 2022

**Subject:** Approval of Labor Agreement between the City of Grand

Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal

Employees, AFL-CIO

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

## **Background**

A combination of twelve job classifications in the Parks and Recreations Department, Library and Public Works Department are included under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.) The current labor agreement expires as of midnight September 30, 2022. The City and AFSCME 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 23, 2022 and run through September 30, 2025. 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 recognize the Library Assistant I and Library Assistant II classifications.
- 2. Shift differential will increase from \$0.25 to \$1.00 per hour.
- 3. Hours worked will include holidays and vacation when calculating overtime.
- 4. Standard language regarding daylight savings time has been added.
- 5. Martin Luther King, Jr. holiday has been added to the agreement.
- 6. Medical leave language regarding family members has been clarified.
- 7. Bereavement leave language has been updated to reflect the other union contracts.
- 8. Internal promotional language has been clarified.
- 9. Working out of class pay has been added to the contract.

- 10. The boot allowance has been increased by \$25 per year.
- 11. The tool allowance has increased from \$30.00 to \$50.00 bi-weekly.
- 12. Longevity pay has increased at all levels of service (5, 10, 15, 20, 25 years).
- 13. Wages for year one were determined by combining wage survey data and a 5% COLA. Wages for years two and three use a 3% COLA and market adjustments.

## **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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.)

## **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.)

## **AGREEMENT**



**AND** 

# NEBRASKA PUBLIC EMPLOYEES LOCAL 251

## **AFSCME**

Fiscal Year 20<del>18</del>22 - 20<del>19</del>23

Fiscal Year 20<del>19</del>23 - 20<del>20</del>24

Fiscal Year 20<del>20</del>24 - 20<del>21</del>25

Fiscal Year 2021 - 2022

## Table of Contents

PURP	OSE AND INTENT OF THE PARTIES	1
ARTI	CLE I - RECOGNITION	1
A.	BARGAINING UNIT	
В.	CLASSES OF EMPLOYEES.	
AKTI	CLE II - HOURS OF WORK	
Α.	SCHEDULES OF WORK	
B.	LUNCH PERIODS	
C.	CHANGES IN WORK SCHEDULE	
D.	REST PERIODSOVERTIME AND COMPENSATORY TIME	
E. F.	STAND-BY DUTYSTAND-BY DUTY	
г. G.	CALL-BACK PAY	
Н.	SCHEDULING HOLIDAYS OFF	
I.	DAYLIGHT SAVINGS TIME	
ARTI	CLE III - HOLIDAYS AND HOLIDAY PAY	
	HOLIDAYS	
A. B.	SUNDAY HOLIDAYS	
Б. С.	ELIGIBILITY FOR HOLIDAY PAY	
D.	HOLIDAY ON REGULARLY SCHEDULED WORK DAY	
Б. Е.	HOLIDAY ON NON-SCHEDULED WORK DAY	
F.	HOLIDAY DURING LEAVE OF ABSENCE	
ARTI	CLE IV - PERSONAL LEAVE	6
ARTI	CLE V - VACATIONS	7
A.	ELIGIBILITY	7
В.	AMOUNT AUTHORIZED	
C.	VACATION SCHEDULE	
D.	SENIORITY FOR VACATION PLANNING	8
E.	VACATION TIME CARRY-OVER	8
F.	VACATION CREDIT ON TERMINATION AND RETIREMENT	8
ARTI	CLE VI - MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE	8
A.	AMOUNT AUTHORIZED	8
В.	USE OF MEDICAL LEAVE	
C.	USE OF BEREAVEMENT LEAVE	<u>10</u> 9
D.	PROOF OF ILLNESS	
E.	FRAUDULENT USE OF MEDICAL LEAVE	
F.	COMPENSATION FOR UNUSED MEDICAL LEAVE	
G.	NOTIFICATION OF ILLNESS	
H.	FAMILY AND MEDICAL LEAVE ACT POLICY	<del></del>
ARTI	CLE VII - MILITARY LEAVE	11
ARTI	CLE VIII - COURT LEAVE	11
Α.	WHEN AUTHORIZED	11
В.	PROCEDURE	
C.	FEES	
	CLE IX - LEAVE WITHOUT PAY	

ARTI	CLE X - WORKERS COMPENSATION	<u>13</u> 12
A.	POLICY	13 <del>12</del>
B.	SUBROGATION	
C.	LIGHT DUTY POLICY	13
ARTI	CLE XI - GENERAL PROVISIONS CONCERNING LEAVE	13
A.	ABSENCE WITHOUT APPROVAL	13
B.	LEAVE REQUESTCOMPENSATION LIMIT DURING LEAVE	13
C.	COMPENSATION LIMIT DURING LEAVE	<u>14</u> 13
ARTI	CLE XII - RETIREMENT PLAN AND SENIORITY	<u>14</u> 13
A.	RETIREMENT PLAN	
В.	AMENDMENTS	
C.	SENIORITY	
ARTI	CLE XIII - RATES OF PAY FOR WORK PERFORMED	
A.	PAY PLAN	
В.	FISCAL YEAR 2022 – 2023	
C.	FISCAL YEAR 2023 - 2024	
D.	FISCAL YEAR 2024 - 2025FUTURE CHANGES IN RATES OF PAY	
E. G.	WORKING OUT OF CLASS	
	CLE XIV - EMPLOYEE RELATIONS	
		<del></del>
A.	GENERAL	
В.	MEMBERSHIP IN UNION	<del>_</del>
ARTI	CLE XV - SAFETY COMMITTEE	<u>17</u> 46
ARTI	CLE XVI – GRIEVANCES	<u>18</u> 17
A.	GENERAL STATEMENT	<u>18<del>17</del></u>
B.	COMPLAINTS	<u>18</u> <del>17</del>
C.	WHAT MAY BE GRIEVED	
D.	GRIEVANCE PROCEDURE	
E.	GRIEVANCE PROCEDURE - GENERAL PROVISIONS	<del></del>
ARTI	CLE XVII - OTHER BENEFITS	<del></del>
A.	MEDICAL INSURANCE	
В.	CAFETERIA PLAN	
C.	LIFE INSURANCE	
D.	UNION BULLETIN BOARD	
E.	UNIFORMS AND PROTECTIVE CLOTHING	
F.	TOOL ALLOWANCE	
G. H.	BILINGUAL PAYLONGEVITY PAY	
		<del>_</del>
AKTI	CLE XVIII - MANAGEMENT RIGHTS	<u>22</u> 21
ARTI	CLE XIX - PAYROLL DEDUCTION OF UNION DUES	<u>23</u> 22
ARTI	CLE XX - GENERAL PROVISIONS	2423
		_
ARTI	CLE XXI - STRIKES AND LOCKOUTS	2423

ARTICLE XXI	I- DISCIPLINE AND APPEAL PROCEDURE	<u>26</u> 25
ARTICLE XXI	II - DURATION OF CONTRACT	<u>27</u> 26
ARTICLE XXI	V- SEVERABILITY	<u>28</u> 27
ARTICLE XXV	- SCOPE OF AGREEMENT	<u>28</u> 27
A. COMPI	ETE AGREEMENT	28 <del>27</del>
	PRETATION	
C. NEGOT	TATIONS	<u>28</u> <del>27</del>
ARTICLE XXV	TI - C.I.R. WAIVER	<u>28</u> 27
EXHIBIT A	AFSCME SALARY TABLES - FY 2022/2023	<u>31</u> 30
EXHIBIT B	AFSCME SALARY TABLES - FY 2023/2024	<u>33</u> 32
EXHIBIT C	AFSCME SALARY TABLES - FY 2024/2025	<u>35</u> 34
	TABLE OF CONTENTS	
PHRPOSE A	ND INTENT OF THE PARTIES	1
T CKI OSE A		T
ARTICLE I	- RECOGNITION	1
	ARGAINING UNIT	
	ASSES OF EMPLOYEES.	
<b>ARTICLE II</b>	- HOURS OF WORK	<u>2</u>
A. SC	HEDULES OF WORK	<u>2</u>
B. LU	INCH PERIODS	2
C. CI	IANGES IN WORK SCHEDULE	<del>2</del>
	ST PERIODS	
E OV	VERTIME AND COMPENSATORY TIME	3
	AND BY DUTY	
	ALL-BACK PAY	
	HEDULING HOLIDAYS OFF	4
11. 50		
ARTICLE II	I - HOLIDAYS AND HOLIDAY PAY	
A. H(	OLIDAYS	5
B. SU	NDAY HOLIDAYS	<del>5</del>
C. EL	JGIBILITY FOR HOLIDAY PAY	5
<del>D. H(</del>	OLIDAY ON REGULARLY SCHEDULED WORK DAY	
	DLIDAY ON NON SCHEDULED WORK DAY	
<del>F. H(</del>	OLIDAY DURING LEAVE OF ABSENCE	<del>6</del>
ARTICLE IV	7 - PERSONAL LEAVE	<del>6</del>
<b>ARTICLE V</b>	-VACATIONS	<del>6</del>

A. ELIGIBILITY	<del>6</del>
B. AMOUNT AUTHORIZED	<del>6</del>
C. VACATION SCHEDULE	
D. SENIORITY FOR VACATION PLANNING	
E. VACATION TIME CARRY OVER	
F. VACATION CREDIT ON TERMINATION AND RETIREMENT	
1. VICENTION CREDIT ON TERMINATION AND REPRESENTATION	
ARTICLE VI - MEDICAL LEAVE, BEREAVEMENT LEAVE, FMLA LEAV	VIF Q
A. AMOUNT AUTHORIZED	
B. USE OF MEDICAL LEAVE	
C. USE OF BEREAVEMENT LEAVE	
D. PROOF OF ILLNESS.	
E. FRAUDULENT USE OF MEDICAL LEAVE	
F. COMPENSATION FOR UNUSED MEDICAL LEAVE	
G. NOTIFICATION OF ILLNESS	
H. FAMILY AND MEDICAL LEAVE ACT POLICY	10
ARTICLE VII - MILITARY LEAVE	<del>10</del>
ARTICLE VIII - COURT LEAVE	10
A. WHEN AUTHORIZED	10
B. PROCEDURE	10
C. FEES	11
ARTICLE IX - LEAVE WITHOUT PAY	11
ARTICLE X - WORKERS COMPENSATION	12
A. POLICY	
B. SUBROGATION	
C. LIGHT DUTY POLICY	
C. LIGHT DOTT FOLICT	12
ARTICLE XI - GENERAL PROVISIONS CONCERNING LEAVE	12
A. ABSENCE WITHOUT APPROVAL	
B. LEAVE FORM	
C. COMPENSATION LIMIT DURING LEAVE	
C. COMPENSATION LIMIT DURING LEAVE	
ARTICLE XII RETIREMENT PLAN AND SENIORITY	10
A. RETIREMENT PLAN	
B. AMENDMENTS	
C. SENIORITY	13
ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED	
A. PAY PLAN	
B. FISCAL YEAR 2018 2019	
C. FISCAL YEAR 2019 2020	15
D FISCAL VEAR 2020 2021	15

E. FISCAL YEAR 2021 2022	15
F. FUTURE CHANGES IN RATES OF PAY	
ARTICLE XIV EMPLOYEE RELATIONS	15
A. GENERAL	
B. MEMBERSHIP IN UNION	
B. MEMBERSHIP IN UNION	13
A DEDICK E VIV. CLAPETIN COMMITTEE	1.5
ARTICLE XV - SAFETY COMMITTEE	15
A DEDICK EN VIVI CONTEXT A NOTEG	1.0
ARTICLE XVI - GRIEVANCES	
A. GENERAL STATEMENT	
B. COMPLAINTS	
C. WHAT MAY BE GRIEVED	
D. GRIEVANCE PROCEDURE	
E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS	17
ARTICLE XVII - OTHER BENEFITS	18
A. MEDICAL INSURANCE	18
B. CAFETERIA PLAN	<del>18</del>
C. LIFE INSURANCE	18
D. UNION BULLETIN BOARD	
E. UNIFORMS AND PROTECTIVE CLOTHING	
F. TOOL ALLOWANCE.	
G. BILINGUAL PAY	
H. LONGEVITY PAY	
11. LONGEVII I FAT	20
ARTICLE XVIII - MANAGEMENT RIGHTS	20
ARTICLE AVIII - MANAGEMENT RIGHTS	20
ADDICLE VIV. DAVIDOLI DEDLICITION OF LINION DUE	21
ARTICLE XIX - PAYROLL DEDUCTION OF UNION DUES	21
ARTICLE XX - GENERAL PROVISIONS	22
ARTICLE XXI - STRIKES AND LOCKOUTS	23
ARTICLE XXII - DISCIPLINE AND APPEAL PROCEDURE	23
ARTICLE XXIII - DURATION OF CONTRACT	25
ARTICLE XXIV - SEVERABILITY	25
ARTICLE XXV - SCOPE OF AGREEMENT	25
A. COMPLETE AGREEMENT	
B. INTERPRETATION.	
C. NEGOTIATIONS	
C. 192001111110193	23
ARTICLE XXVI - C.I.R.WAIVER	26
ARIBITE AAVI - CALK. WALVER	<del>/h</del>

Evhibit A	2018	2019 Salary Tables	25
LAMOR A	2010	2017 Salary Tables	20
Evhibit R	2010	2020 Salary Tables	30
		·	
Exhibit C	2020	2021 Salary Tables	30
			52
Evhibit D	2021	2022 Salary Tables	3/

٨	CD	EEN		NT
$\mathbf{A}$	l TK		/	<b>N</b>

THIS AGREEMENT, dated \_\_\_\_\_\_\_, 20<del>18</del>22, between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 423, 204822.

#### 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, hours of work, 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 departments and divisions:

- 1. Department of Public Works
- a. Street and Transportation Division
- b. Fleet Services Division
- 2. Department of Parks and Recreation
  - a. Parks Maintenance Division
  - b. Cemetery Division
- 3. Department of Library
  - a. Library Assistant I
  - b. Library Assistant II

The City shall not enter into any agreement with employees in the bargaining unit, individually or with any portion of the union or groups of individuals, relative to wages, hours, terms or conditions of employment.

#### B. CLASSES OF EMPLOYEES

Only employees with regular status in the classifications listed below are eligible for representation by the Union:

Maintenance Worker – Cemetery
Maintenance Worker – Parks
Maintenance Worker – Streets
Senior Maintenance Worker – Streets
Equipment Operator – Streets
Senior Equipment Operator – Streets
Fleet Services Mechanic
Horticulturist
Traffic Signal Technician
Library Assistant I
Library Assistant II

#### 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. A two-week notice will be given to union members if the work schedule will be changed to reflect less than 80 hours in a two-week pay period. Hours will not fall below 76 in a two-week pay period. This policy will only be in effect for the duration of this contract.

#### B. LUNCH PERIODS

The City shall establish the lunch periods. -A meal allowance of \$10.00 shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, 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 allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.

For purposes of this section, "emergency situation" shall mean those times when the City determines the employee's presence is needed at work due to weather conditions (i.e. snow storms, sandbagging, severe windstorm or tornado, etc.) or other unforeseeable events.

#### C. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency and unexpected special activities or events, shall be posted for all to see at least two days before the change is effective.

Permanent full-time employees normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m., or after 11 a.m., shall receive a shift differential of one dollar \$0.25 (\$1.00) per hour added to the base hourly rate for the hours worked during such temporary assignment.

#### D. 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.

#### E. 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. For the purposes of this section, the term "day" shall mean the period of time from the scheduled start of the workday to the scheduled start of the next work day.
- 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 and shall include paid holidays and vacation when calculating overtime. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime with this exception; should an employee be called to emergency service which requires 12 hour shifts due to severe weather and a holiday occurs in the same pay period, the holiday hours will be counted as hours worked for the calculation of overtime. Personal days are excluded.
- 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 one hundred twenty (120) hours of compensatory time (80 hours of actual hours 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 for 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.

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.

#### F. 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 run from Monday at 5 p.m. the normally scheduled end time to the following Monday at 8 a.m the normally scheduled start time.
  - 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 at the employee's basic rate of pay as shown on the payroll during the employee's stand-by week. Any work performed on calls during hours, outside of the normal work week, shall be compensated for at the rate of time and one-half. Overtime for employees performing such work on call, including those on stand-by, shall be computed to begin fifteen (15) minutes prior to checking in for the job and to terminate fifteen (15) minutes after checking out from the job.
- 3. The employee assigned to this duty shall be available by telephone at all times under this arrangement. 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.
- 4. When a recognized holiday, as stated in Article III, Holidays and Holiday Pay, falls during an employee's assigned stand-by work week, that employee shall be granted a compensatory holiday to be taken during the week following the stand-by duty assignment, and at a time approved by the employee's supervisor.

#### G. 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 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. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the worksite, he or she shall be compensated as set forth above but the minimum compensation will be one (1) hour instead of two (2). <u>-Vacation time requested prior to a call back will not be cancelled.</u>

#### H. SCHEDULING HOLIDAYS OFF

The scheduling of holidays off shall be done as equitably as possible.

#### I. DAYLIGHT SAVINGS TIME

Daylight Saving Time (DST) begins on the second Sunday in March and ends on the first Sunday in November in the United States.- On the date DST begins, employees will be paid for actual hours worked (i.e. 7 hours for an 8 hour shift). -Employees may use leave balances to supplement the hour missed due to the time change. -On the date DST ends, employees will be paid for actual hours worked (i.e. 9 hours for an 8 hour shift).

#### 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:

New Year's Day January 1

Martin Luther King, Jr. Day

Third Monday in January

Memorial Day Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Veteran's Day November 11

Thanksgiving Day Fourth Thursday in November

Friday following Thanksgiving Fourth Friday in November

Christmas Day December 25

Such holidays shall be observed on the day they are observed by the courts of the State of Nebraska, in accordance with Section 25-2221, Reissue Revised Statutes of Nebraska.

#### B. SUNDAY 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 such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.

#### D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee is regularly scheduled to work on a day on which a holiday falls and such employee's work is essential to maintain necessary public services, the employee shall be paid for the holiday, plus time and one-half (1/2) for any hours worked on the holiday.

#### E. HOLIDAY ON NON-SCHEDULED WORK DAY

If an employee is not regularly scheduled to work on a holiday and he or she is called out to work on the holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

#### F. HOLIDAY DURING LEAVE OF ABSENCE

If any of the above-mentioned holidays fall during an employee's authorized paid vacation or medical leave time, or other paid leave status, such holiday shall not be charged against these paid absences. If a holiday falls during a period when an employee is in an unpaid leave status, the employee shall not be paid for the holiday.

#### **ARTICLE IV - PERSONAL LEAVE**

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the contract year and must be used by September 15th. 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.

#### **ARTICLE V - VACATIONS**

#### A. ELIGIBILITY

All regular 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 used in <a href="https://hourincrements.">hourly one-tenth</a> (1/10) hour increments.

For purposes of this contract, "regular" 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, probationary, and/or working fewer than 30 hours per week.

#### B. AMOUNT AUTHORIZED

4. Upon successfully completing the six-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.

<del>2.</del>	Years 2 through 4	Eighty (80) Hours
<del>3.</del>	Years 5 through 6	One Hundred Three (103) Hours
4.	Years 7 through 8	One Hundred Twenty-Four (124) Hours
<del>5.</del>	Years 9 through 10	One Hundred Twenty-Eight (128) Hours
<del>6.</del>	Years 11 through 12	One Hundred Forty-Four (144) Hours
<del>7.</del>	Year 13	One Hundred Fifty-Two (152) Hours
8.	Years 14 through 19	One Hundred Sixty (160) Hours
<del>9.</del>	Years 20 through 24	One Hundred Eighty-Three (183) Hours
<del>10.</del>	Year 25 and beyond	One Hundred Ninety-Six (196) Hours

All vacation will accrue on a prorated basis using a twenty-six 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 a leave of absence without pay.

#### C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of five consecutive work days each year when eligible. An example would be taking Monday through Friday off or taking Thursday and Friday off the first week and then taking Monday, Tuesday, and Wednesday off the second week.

#### 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, nor shall it interfere with vacation leave previously scheduled.

#### 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 eighty (80) 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.

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

Upon separation, a regular employee shall be paid for the unused portion of his or her accumulated vacation leave; provided, an employee electing to voluntarily separate employment provides the Department Director with written notice of at least fourteen calendar days prior to separation. An employee who has been separated shall not accrue vacation leave credits after his or her last day physically on the job.

#### ARTICLE VI - 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.

8

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 residing in the same household.
  - For purposes of medical and bereavement leave, an immediate family member shall mean a child, spouse, parent, grandchild, grandparent, brother, sister, aunt, uncle, and in laws of the same relation. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "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". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.
- 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 twelve continuous months of service, a 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 medical leave.
- 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  $\frac{\text{one-tenth }(1/10)}{\text{one-tenth }(1/10)}$  hour units.

#### C. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to three (3) days per contract year. Any portion of a work day used for bereavement leave shall be considered a full day, which consists of eight (8) hours of bereavement leave. An employee shall be eligible to use up to three (3) days 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. Bereavement leave shall not exceed three (3) days in any calendar year. 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 immediate family because of unusual circumstances. To attend the funeral of someone other than immediate family, an employee shall take vacation 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, great-aunts, uncles, great-uncles, nieces and nephews, cousins, and in-laws of the same relation. 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 or household which includes parents, spouses, children, siblings, grandparents, great-grandparents, grandchildren, great-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 and City Administrator 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.

#### D. 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 or other proof of illness satisfactory to his or her supervisor. The supervisor may require this statement or proof for an absence chargeable to medical leave of any duration.

#### E. 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.

#### F. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,339 hours. All employees shall be paid thirty-five percent (35%) of their accumulated medical leave at the time of retirement

or if an employee dies while still employed full time with the City in good standing. All employees retiring under an early retirement option approved by the Mayor shall be paid thirty-five percent (35%) of their accumulated medical leave at the time of such early retirement. The rate of compensation for such accumulated medical leave shall be based on the employee's salary at the time of death, retirement or early retirement, whichever is applicable. The payout for this medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

#### G. 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 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.

#### H. 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 or as amended by Federal Law.

#### **ARTICLE VII - MILITARY LEAVE**

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

#### ARTICLE VIII - COURT LEAVE

#### A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant 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 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.

#### 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 the court.

#### C. FEES

Fees received for jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the 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 employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.

#### ARTICLE IX - 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 one year. 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, Article VI of this contract shall govern.
- **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.
  - 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 X - WORKERS COMPENSATION**

#### A. POLICY

Any employee in this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive compensation benefits as allowed under the Nebraska Workers' Compensation law.

#### B. SUBROGATION

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.

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 third party or representative of said party until after receiving consultation and advice of the employee.

#### 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. 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 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 immediately from the date of appropriate medical release.

#### ARTICLE XI - 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 leave for three (3) consecutive days is considered to have resigned.

#### B. LEAVE FORM REQUEST

Requests for leave must be submitted 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 an unforeseen Medical leave, the <u>form\_request\_shall</u> be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is approved by the supervisor, 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 XII - RETIREMENT PLAN AND SENIORITY

#### A. RETIREMENT PLAN

The City agrees that the employees covered under this agreement will participate in the mandatory retirement savings plan. Employees contribute six and one-half (6.5) percent of gross earning and are matched six and one-half (6.5) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies.

#### 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.

#### C. 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.
- 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 appointed 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. Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this Agreement except for those employees who are in classifications which have become part of the bargaining unit.
- 7. An employee whose position is being eliminated through a reduction in force has the option to move into a lower grade position for which they are qualified within the same functional division. Functional divisions are defined as: Streets and Transportation, Fleet Services, Parks, and Cemetery and Library.

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

#### A. PAY PLAN

1. All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least one (1) year with their performance to be evaluated on the anniversary of the change of status.

1. <u>In the event of an internal promotion, after successfully completing the six</u>
(6) month introductory period in the new position, the employee may be reviewed by the Department Director for a step increase.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase.

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

#### B. FISCAL YEAR 20<del>18</del>22 – 20<del>19</del>23

Rates of pay for the period October <u>123</u>, 20<u>1822</u> to September 30, 20<u>1923</u> for work performed in the various classes of work under this agreement are set forth in Exhibit A. Said adjustments shall be effective the first full pay period on or after October <u>123</u>, 20<u>1822</u>.

#### C. FISCAL YEAR 20<del>1923</del> - 20<del>20</del>24

Rates of pay for the period October 1, 201923 to September 30, 202024 for work performed in the various classes of work under this agreement are set forth in Exhibit B. Said adjustments shall be effective the first full pay period on or after October 1, 201923.

#### D. FISCAL YEAR 202024 - 202125

Rates of pay for the period October 1, 20<del>20</del>24 to September 30, 20<del>21</del>25 for work performed in the various classes of work under this agreement are set forth in Exhibit C. Said adjustments shall be effective the first full pay period on or after October 1, 20<del>20</del>24.

#### E. FISCAL VEAR 2021 - 2022

Rates of pay for the period October 1, 2021 to September 30, 2022 for work performed in the various classes of work under this agreement are set forth in Exhibit D. Said adjustments shall be effective the first full pay period on or after October 1, 2021.

#### E. FUTURE CHANGES IN RATES OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act (Sections 23-921 through 23-933, R.R.S. 1943).

#### G. WORKING OUT OF CLASS

In the event of a temporary change of an employee to another job classification for a period of three (3) consecutive working days, or three (3) working days in one (1) week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving to the next closest step in the new pay range that guarantees at least a three percent (3%) increase. Nothing in this provision shall require or limit the City from providing compensation for a temporary job reclassification for a period under three (3) days.

#### **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.

#### **ARTICLE XV - SAFETY COMMITTEE**

- 1. A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.
- 2. All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.
- 3. 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, including proper training in operation of equipment and use of materials.

#### ARTICLE XVI – GRIEVANCES

#### A. GENERAL STATEMENT

It is the policy of the City of Grand Island to provide prompt and equitable resolution of employee complaints and grievances. An employee presenting a complaint or grievance shall not be subject to reprisal.

#### B. COMPLAINTS

Prior to initiating a grievance, the employee is encouraged to discuss the complaint with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a grievance.

#### C. WHAT MAY BE GRIEVED

A permanent employee may grieve an alleged unsafe act or practice, adverse working condition, violation of a written or verbal policy or procedure, violation of the employee's civil rights, an involuntary demotion, or an involuntary transfer which results in a reduction in salary. An introductory employee may grieve only an alleged unsafe act or practice, adverse working condition, or a violation of the employee's civil rights.

#### D. GRIEVANCE PROCEDURE

Employee grievances will be resolved in accordance with the following procedure:

#### 1. Division Supervisor

A grievance must be submitted to the Division Supervisor not later than ten (10) working days following the alleged act or action.

The Division Supervisor shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

### 2. Department Director

Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original

alleged act or action.

The Department Director shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

#### 3. Mayor

Should the employee be dissatisfied with the Department Director's response, the employee may grieve to the Mayor no later than five (5) working days following receipt of the Department Director's response or the occurrence of the original alleged act or action.

The Mayor shall provide the employee with a written response not later than five (5) working days following receipt of the grievance. The decision of the Mayor completes the grievance process.

#### E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS

Employee grievances and employer responses must be in writing with a copy provided to the Human Resources Department. Should a meeting or hearing be held for the resolution of a grievance, an employee may appear with an attorney as counsel or representative and/or may be accompanied by another employee from the same division. Such an employee shall be granted time off with pay and shall not be subject to reprisal.

Employees may be requested to appear as witnesses. Such employees shall be required to appear, shall be granted time off with pay, and shall not be subject to reprisal.

The names of employee witnesses must be provided to the Department Director in sufficient time to arrange for their appearance.

A grievance shall be considered resolved should the employee fail to comply with the prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the grievance to the next level.

Grievance procedure time limits may be extended upon mutual agreement between the employee and the employer. The request for extension and the response to such request shall be in writing.

## **ARTICLE XVII - 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. Present and future benefits shall be accorded to the union. 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 shall not be unreasonably withheld.

The total number of bulletin boards may not exceed the number of divisions the union represents as described in Article I, Section A.

#### E. UNIFORMS AND PROTECTIVE CLOTHING

1. The City will pay for one 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 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 in the Streets and Fleet Services Divisions 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 Seventy Five Dollars (\$150.00175.00) per budget year.

The City will provide members of the Streets Division a winter coat/jacket that meets high visibility safety standards, to be inspected annually for replacement. In addition, members of the Streets Division will receive five (5) short sleeve work shirts, to be inspected annually for replacement. The shirts will also meet the high visibility safety standards.

- 3. The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) biweekly to full-time employees of the Fleet Services Division.
- 4. Employees in Public Work divisions other than the Fleet Services Division 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.

#### F. TOOL ALLOWANCE

Employees in the job classification of Fleet Services Mechanic shall be paid a tool allowance in the amount of Thirty Fifty Dollars (\$30.0050.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.

#### G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid one thousand five hundred dollars (\$1,500.00) per calendar year, payable in the second check in November of each fiscal year. 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.

#### H. LONGEVITY PAY

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:

5 years	\$ <del>226.00</del> 250.00	(Beginning 6 <sup>th</sup> year)
10 years	\$ <del>443.00</del> <u>500.00</u>	(Beginning 11 <sup>th</sup> year)
15 years	\$ <del>624.00</del> 750.00	(Beginning 16 <sup>th</sup> year)
20 years	\$ <del>796.00</del> 1,000.00	(Beginning 21st year)
25 years	\$ <del>994.00</del> 1,500.00	(Beginning 26 <sup>th</sup> year)

#### **ARTICLE XVIII - MANAGEMENT RIGHTS**

- 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.
- 3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation 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 for just cause, arising under this agreement or the City's Personnel Rules and Regulations, Section 3.01 as amended on October 15, 20142022. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.
  - 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.
- 6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.
- 7. The Union and its membership agree that it will not <u>contract contact</u> or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

#### **ARTICLE XIX - PAYROLL DEDUCTION OF UNION DUES**

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, or 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 XX - GENERAL PROVISIONS**

- 1. 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.
- 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. Employees shall abide by the residency requirements set out in the Personnel Rules and Regulations as amended on October—1520, 201420; provided, such requirements shall not discriminate against members of this bargaining unit.

#### ARTICLE XXI - 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. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.
- 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 XXII- DISCIPLINE AND APPEAL PROCEDURE

The employees of this bargaining unit shall be subject to discipline as set out in this agreement for just cause as set forth in the City of Grand Island Personnel Rules and Regulations, Section 3.01 as amended on October 15, 20141, 2022. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.

The following Appeal Procedure shall apply to the members of this bargaining unit:

Any employee who has satisfactorily completed his/her initial introductory period of employment with the City of Grand Island shall have the right to appeal a suspension or a discharge in accordance with the following procedure:

- 1. Discipline imposed by the Department Director may be appealed to the Mayor not later than five (5) working days following written notification of such discipline.
- 2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.
- 3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to a mediator.
- 4. If an employee is dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee or the Union may request non-binding mediation. The employee or the Union must provide the Human Resources Director with a written request for mediation within fifteen (15) working days of receiving the Mayor's decision. A mediator shall be chose from the Federal Mediation and Conciliation Service. If either party is not satisfied with the results of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.
- 5. An employee may request arbitration if they are dissatisfied with the Mediator's response. The employee or the Union must provide the Human Resources Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.
- 6. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting

arbitration shall have the right to strike the first name and the City shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the City of Grand Island, and on all bargaining unit employees.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense; provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.

- 7. The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.
- 8. An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.
- 9. Any time limits contained herein or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.

#### ARTICLE XXIII - 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, 20<del>2225</del>.
- 3. Negotiations for a new agreement to take effect upon the termination of this

- agreement may begin any time after February 1, 202225.
- 4. Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.

#### ARTICLE XXIV- 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.

#### ARTICLE XXV - 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 XXVI - 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  $\frac{123}{2}$ ,  $20\frac{1822}{2}$  through September 30,  $20\frac{2225}{2}$ .

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

	RICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES; Local No. 251
Ву	Carl Betts Tony Burkhalter, President, Local 251
Bv	
,	Roger Schweitzer, Chief Steward, Local 251
	OF GRAND ISLAND, NEBRASKA, A Municipal oration,
By	
, <u> </u>	Jeremy L. JensenRoger G. Steele, Mayor
Attest	
,,,,,	RaNae Edwards, City Clerk

## **EXHIBIT A**

## AFSCME SALARY TABLES - FY 2022/2023 CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FL SRV MECHANIC	HOURLY	25.6446	26.7040	27.8071	28.9558	30.1520	31.3976	32.6946	34.0452	35.4516
4005	BIWEEKLY	2,051.57	2,136.32	2,224.57	2,316.46	2,412.16	2,511.81	2,615.57	2,723.62	2,836.13
4003	MONTHLY	4,445.07	4,628.69	4,819.90	5,019.00	5,226.35	5,442.26	5,667.07	5,901.18	6,144.95
		,	55,544.32					,		
	ANNUAL	53,340.82	33,344.32	57,838.82	60,227.96	62,716.16	65,307.06	68,004.82	70,814.12	73,739.38
		STEP 1	STEP 2	STEP 3	STEP 4	CTED E	STED 6	STEP 7	STEP 8	STEP 9
FOLUD ODED CTD	HOUBLY					STEP 5	STEP 6			30.9319
EQUIP OPER STR	HOURLY	22.8093	23.6946	24.6142	25.5695	26.5619	27.5928	28.6637	29.7762	
4010	BIWEEKLY	1,824.74	1,895.57	1,969.14	2,045.56	2,124.95	2,207.42	2,293.10	2,382.10	2,474.55
	MONTHLY	3,953.60	4,107.07	4,266.47	4,432.05	4,604.06	4,782.74	4,968.38	5,161.22	5,361.53
	ANNUAL	47,443.24	49,284.82	51,197.64	53,184.56	55,248.70	57,392.92	59,620.60	61,934.60	64,338.30
		CTED 4	CTED 2	CTED 2	CTED 4	CTES =	CTED C	CTES =	CTED O	CTED O
	110115111	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	26.7162	27.6811	28.6809	29.7169	30.7902	31.9023	33.0545	34.2484	35.4854
4020	BIWEEKLY	2,137.30	2,214.49	2,294.47	2,377.35	2,463.22	2,552.18	2,644.36	2,739.87	2,838.83
	MONTHLY	4,630.82	4,798.06	4,971.35	5,150.93	5,336.98	5,529.72	5,729.45	5,936.39	6,150.80
	ANNUAL	55,569.80	57,576.74	59,656.22	61,811.10	64,043.72	66,356.68	68,753.36	71,236.62	73,809.58
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST I	HOURLY	21.0438	21.7219	22.4219	23.1444	23.8902	24.6600	25.4546	26.2748	27.1215
4025	BIWEEKLY	1,683.50	1,737.75	1,793.75	1,851.55	1,911.22	1,972.80	2,036.37	2,101.98	2,169.72
	MONTHLY	3,647.58	3,765.13	3,886.46	4,011.69	4,140.98	4,274.40	4,412.14	4,554.29	4,701.06
	ANNUAL	43,771.00	45,181.50	46,637.50	48,140.30	49,691.72	51,292.80	52,945.62	54,651.48	56,412.72
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST II	HOURLY	22.2294	23.1551	24.1194	25.1238	26.1701	27.2599	28.3952	29.5777	30.8094
4028	BIWEEKLY	1,778.35	1,852.41	1,929.55	2,009.90	2,093.61	2,180.79	2,271.62	2,366.22	2,464.75
	MONTHLY	3,853.09	4,013.56	4,180.69	4,354.78	4,536.16	4,725.05	4,921.84	5,126.81	5,340.29
	ANNUAL	46,237.10	48,162.66	50,168.30	52,257.40	54,433.86	56,700.54	59,062.12	61,521.72	64,083.50
Г		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK CMTR	HOURLY	22.9423	23.6932	24.4687	25.2696	26.0967	26.9509	27.8330	28.7440	29.6848
4040	BIWEEKLY	1,835.38	1,895.46	1,957.50	2,021.57	2,087.74	2,156.07	2,226.64	2,299.52	2,374.78
	MONTHLY	3,976.66	4,106.83	4,241.25	4,380.07	4,523.44	4,671.49	4,824.39	4,982.29	5,145.36
	ANNUAL	47,719.88	49,281.96	50,895.00	52,560.82	54,281.24	56,057.82	57,892.64	59,787.52	61,744.28
			T					T	T	
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK STRTS	HOURLY	21.8851	22.7215	23.5899	24.4914	25.4275	26.3993	27.4082	28.4557	29.5432
4045	BIWEEKLY	1,750.81	1,817.72	1,887.19	1,959.31	2,034.20	2,111.94	2,192.66	2,276.46	2,363.46
	MONTHLY	3,793.42	3,938.39	4,088.91	4,245.17	4,407.43	4,575.87	4,750.76	4,932.33	5,120.83
	ANNUAL	45,521.06	47,260.72	49,066.94	50,942.06	52,889.20	54,910.44	57,009.16	59,187.96	61,449.96

## **EXHIBIT A**

# AFSCME SALARY TABLES - FY 2022/2023 CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK PRKS	HOURLY	21.2371	22.1065	23.0115	23.9535	24.9342	25.9549	27.0174	28.1235	29.2748
4050	BIWEEKLY	1,698.97	1,768.52	1,840.92	1,916.28	1,994.74	2,076.39	2,161.39	2,249.88	2,341.98
	MONTHLY	3,681.10	3,831.79	3,988.66	4,151.94	4,321.94	4,498.85	4,683.01	4,874.74	5,074.29
	ANNUAL	44,173.22	45,981.52	47,863.92	49,823.28	51,863.24	53,986.14	56,196.14	58,496.88	60,891.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK WTRPK	HOURLY	21.2371	22.1065	23.0115	23.9535	24.9342	25.9549	27.0174	28.1235	29.2748
4051	BIWEEKLY	1,698.97	1,768.52	1,840.92	1,916.28	1,994.74	2,076.39	2,161.39	2,249.88	2,341.98
	MONTHLY	3,681.10	3,831.79	3,988.66	4,151.94	4,321.94	4,498.85	4,683.01	4,874.74	5,074.29
	ANNUAL	44,173.22	45,981.52	47,863.92	49,823.28	51,863.24	53,986.14	56,196.14	58,496.88	60,891.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR EQUP OPR STR	HOURLY	25.2007	26.1707	27.1780	28.2241	29.3105	30.4387	31.6103	32.8270	34.0905
4055	BIWEEKLY	2,016.06	2,093.66	2,174.24	2,257.93	2,344.84	2,435.10	2,528.82	2,626.16	2,727.24
	MONTHLY	4,368.13	4,536.26	4,710.85	4,892.18	5,080.49	5,276.05	5,479.11	5,690.01	5,909.02
	ANNUAL	52,417.56	54,435.16	56,530.24	58,706.18	60,965.84	63,312.60	65,749.32	68,280.16	70,908.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR MAIN WRK STR	HOURLY	25.0312	25.9779	26.9604	27.9801	29.0384	30.1366	31.2764	32.4593	33.6870
4060	BIWEEKLY	2,002.50	2,078.23	2,156.83	2,238.41	2,323.07	2,410.93	2,502.11	2,596.74	2,694.96
	MONTHLY	4,338.75	4,502.83	4,673.13	4,849.89	5,033.32	5,223.68	5,421.24	5,626.27	5,839.08
	ANNUAL	52,065.00	54,033.98	56,077.58	58,198.66	60,399.82	62,684.18	65,054.86	67,515.24	70,068.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC SIG TECH	HOURLY	26.9078	27.8023	28.7266	29.6816	30.6684	31.6880	32.7414	33.8299	34.9546
4070	BIWEEKLY	2,152.62	2,224.18	2,298.13	2,374.53	2,453.47	2,535.04	2,619.31	2,706.39	2,796.37
	MONTHLY	4,664.01	4,819.06	4,979.28	5,144.82	5,315.85	5,492.59	5,675.17	5,863.85	6,058.80
	ANNUAL	55,968.12	57,828.68	59,751.38	61,737.78	63,790.22	65,911.04	68,102.06	70,366.14	72,705.62

## **EXHIBIT B**

## AFSCME SALARY TABLES - FY 2023/2024 CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EL COVARECHANIC	HOURIN									
FL SRV MECHANIC	HOURLY	26.4140	27.5052	28.6414	29.8246	31.0566	32.3395	33.6755	35.0666	36.5152
4005	BIWEEKLY	2,113.12	2,200.42	2,291.31	2,385.97	2,484.53	2,587.16	2,694.04	2,805.33	2,921.22
	MONTHLY	4,578.43	4,767.58	4,964.51	5,169.60	5,383.15	5,605.51	5,837.09	6,078.22	6,329.31
	ANNUAL	54,941.12	57,210.92	59,574.06	62,035.22	64,597.78	67,266.16	70,045.04	72,938.58	75,951.72
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP OPER STR	HOURLY	23.4936	24.4054	25.3526	26.3366	27.3588	28.4206	29.5236	30.6695	31.8598
4010	BIWEEKLY	1,879.49	1,952.43	2,028.21	2,106.93	2,188.70	2,273.65	2,361.89	2,453.56	2,548.78
	MONTHLY	4,072.23	4,230.27	4,394.46	4,565.02	4,742.18	4,926.24	5,117.43	5,316.05	5,522.36
	ANNUAL	48,866.74	50,763.18	52,733.46	54,780.18	56,906.20	59,114.90	61,409.14	63,792.56	66,268.28
				<u> </u>					<u> </u>	<u> </u>
	Ι	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	27.5177	28.5116	29.5414	30.6083	31.7139	32.8593	34.0461	35.2758	36.5499
4020	BIWEEKLY	2,201.42	2,280.93	2,363.31	2,448.66	2,537.11	2,628.74	2,723.69	2,822.06	2,923.99
	MONTHLY	4,769.74	4,942.02	5,120.51	5,305.43	5,497.07	5,695.60	5,901.33	6,114.46	6,335.31
	ANNUAL	57,236.92	59,304.18	61,446.06	63,665.16	65,964.86	68,347.24	70,815.94	73,373.56	76,023.74
			T	T		T		T	T	Τ
	T	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST I	HOURLY	21.6751	22.3735	23.0945	23.8387	24.6068	25.3997	26.2182	27.0630	27.9351
4025	BIWEEKLY	1,734.01	1,789.88	1,847.56	1,907.10	1,968.54	2,031.98	2,097.46	2,165.04	2,234.81
	MONTHLY	3,757.02	3,878.07	4,003.05	4,132.05	4,265.17	4,402.62	4,544.50	4,690.92	4,842.09
	ANNUAL	5,084.26	46,536.88	48,036.56	49,584.60	51,182.04	52,831.48	54,533.96	56,291.04	58,105.06
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST II	HOURLY	22.8963	23.7618	24.6601	25.5923	26.5598	27.5638	28.6058	29.6871	30.8094
4028	BIWEEKLY	1,831.70	1,900.94	1,972.81	2,047.38	2,124.78	2,205.10	2,288.46	2,374.97	2,464.75
	MONTHLY	3,968.68	4,118.70	4,274.42	4,435.99	4,603.69	4,777.72	4,958.33	5,145.77	5,340.29
	ANNUAL	47,624.20	49,424.44	51,293.06	53,231.88	55,244.28	7,332.60	59,499.96	61,749.22	64,083.50
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK CMTR	HOURLY	23.6306	24.4041	25.2028	26.0277	26.8796	27.7594	28.6680	29.6064	30.5754
4040	BIWEEKLY	1,890.45	1,952.33	2,016.22	2,082.22	2,150.37	2,220.75	2,293.44	2,368.51	2,446.03
	MONTHLY	4,095.98	4,230.05	4,368.48	4,511.48	4,659.14	4,811.63	4,969.12	5,131.77	5,299.73
	ANNUAL	49,151.70	50,760.58	52,421.72	54,137.72	55,909.62	57,739.50	59,629.44	61,581.26	63,596.78
					•		•			
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK STRTS	HOURLY	22.5417	23.4032	24.2976	25.2262	26.1903	27.1913	28.2304	29.3094	30.4295
4045	BIWEEKLY	1,803.34	1,872.26	1,943.81	2,018.10	2,095.22	2,175.30	2,258.43	2,344.75	2,434.36
	MONTHLY	3,907.24	4,056.56	4,211.59	4,372.55	4,539.64	4,713.15	4,893.27	5,080.29	5,274.45
	ANNUAL	46,886.84	48,678.76	50,539.06	52,470.60	54,475.72	56,557.80	58,719.18	60,963.50	63,293.36
	, attion	10,000.04	10,070.70	35,555.00	52,470.00	5 ., 7 . 5 . 7 2	55,557.00	55,715.10	00,505.50	55,255.50

## **EXHIBIT B**

# AFSCME SALARY TABLES - FY 2023/2024 CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK PRKS	HOURLY	21.8742	22.7697	23.7018	24.6721	25.6821	26.7335	27.8279	28.9671	30.1530
4050	BIWEEKLY	1,749.94	1,821.58	1,896.14	1,973.77	2,054.57	2,138.68	2,226.23	2,317.37	2,412.24
	MONTHLY	3,791.54	3,946.76	4,108.30	4,276.50	4,451.57	4,633.81	4,823.50	5,020.97	5,226.52
	ANNUAL	45,498.44	47,361.08	49,299.64	51,318.02	53,418.82	55,605.68	57,881.98	60,251.62	62,718.24
		•	•							

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK WTRPK	HOURLY	21.8742	22.7697	23.7018	24.6721	25.6821	26.7335	27.8279	28.9671	30.1530
4051	BIWEEKLY	1,749.94	1,821.58	1,896.14	1,973.77	2,054.57	2,138.68	2,226.23	2,317.37	2,412.24
	MONTHLY	3,791.54	3,946.76	4,108.30	4,276.50	4,451.57	4,633.81	4,823.50	5,020.97	5,226.52
	ANNUAL	45,498.44	47,361.08	49,299.64	51,318.02	53,418.82	55,605.68	57,881.98	60,251.62	62,718.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR EQUP OPR STR	HOURLY	25.9567	26.9558	27.9933	29.0708	30.1898	31.3518	32.5586	33.8118	35.1132
4055	BIWEEKLY	2,076.54	2,156.46	2,239.46	2,325.66	2,415.18	2,508.14	2,604.69	2,704.94	2,809.06
	MONTHLY	4,499.17	4,672.33	4,852.16	5,038.93	5,232.89	5,434.30	5,643.50	5,860.70	6,086.30
	ANNUAL	53,990.04	56,067.96	58,225.96	60,467.16	62,794.68	65,211.64	67,721.94	70,328.44	73,035.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR MAIN WRK STR	HOURLY	25.7821	26.7572	27.7692	28.8195	29.9095	31.0407	32.2147	33.4331	34.6976
4060	BIWEEKLY	2,062.57	2,140.58	2,221.54	2,305.56	2,392.76	2,483.26	2,577.18	2,674.65	2,775.81
	MONTHLY	4,468.90	4,637.92	4,813.34	4,995.38	5,184.31	5,380.40	5,583.89	5,795.08	6,014.26
	ANNUAL	53,626.82	55,655.08	57,760.04	59,944.56	62,211.76	64,564.76	67,006.68	69,540.90	72,171.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC SIG TECH	HOURLY	27.7150	28.6364	29.5884	30.5721	31.5884	32.6386	33.7236	34.8448	36.0032
4070	BIWEEKLY	2,217.20	2,290.91	2,367.07	2,445.77	2,527.07	2,611.09	2,697.89	2,787.58	2,880.26
	MONTHLY	4,803.93	4,963.64	5,128.65	5,299.17	5,475.32	5,657.36	5,845.43	6,039.76	6,240.56
	ANNUAL	57,647.20	59,563.66	61,543.82	63,590.02	65,703.82	67,888.34	70,145.14	72,477.08	74,886.76

### **EXHIBIT C**

### AFSCME SALARY TABLES - FY 2024/2025 CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FL SRV MECHANIC	HOURLY	27.2064	28.3303	29.5006	30.7193	31.9883	33.3097	34.6857	36.1186	37.6106
4005	BIWEEKLY	2,176.51	2,266.42	2,360.05	2,457.54	2,559.06	2,664.78	2,774.86	2,889.49	3,008.85
	MONTHLY	4,715.77	4,910.58	5,113.44	5,324.67	5,544.63	5,773.69	6,012.20	6,260.56	6,519.18
	ANNUAL	56,589.26	58,926.92	61,361.30	63,896.04	66,535.56	69,284.28	72,146.36	75,126.74	78,230.10
	711110712	30,303.20	30,320.32	01,301.30	03,030.01	00,333.30	03,20 1.20	72,110.50	73,120.71	70,230.10
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP OPER STR	HOURLY	24.1984	25.1376	26.1132	27.1267	28.1795	29.2732	30.4093	31.5896	32.8156
4010	BIWEEKLY	1,935.87	2,011.01	2,089.06	2,170.14	2,254.36	2,341.86	2,432.74	2,527.17	2,625.25
	MONTHLY	4,194.39	4,357.19	4,526.30	4,701.97	4,884.45	5,074.03	5,270.94	5,475.54	5,688.04
	ANNUAL	50,332.62	52,286.26	54,315.56	56,423.64	58,613.36	60,888.36	63,251.24	65,706.42	68,256.50
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	28.3433	29.3670	30.4277	31.5266	32.6653	33.8451	35.0675	36.3341	37.6464
4020	BIWEEKLY	2,267.46	2,349.36	2,434.22	2,522.13	2,613.22	2,707.61	2,805.40	2,906.73	3,011.71
	MONTHLY	4,912.83	5,090.28	5,274.14	5,464.62	5,661.98	5,866.49	6,078.37	6,297.92	6,525.37
	ANNUAL	58,953.96	61,083.36	63,289.72	65,575.38	67,943.72	70,397.86	72,940.40	75,574.98	78,304.46
			T						T	,
	T	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST I	HOURLY	22.3253	23.0447	23.7873	24.5538	25.3450	26.1617	27.0048	27.8750	28.7732
4025	BIWEEKLY	1,786.02	1,843.58	1,902.98	1,964.30	2,027.60	2,092.94	2,160.38	2,230.00	2,301.86
	MONTHLY	3,869.71	3,994.42	4,123.12	4,255.98	4,393.13	4,534.70	4,680.82	4,831.67	4,987.36
	ANNUAL	46,436.52	47,933.08	49,477.48	51,071.80	52,717.60	54,416.44	56,169.88	57,980.00	59,848.36
			1						T	<b>.</b>
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST II	HOURLY	23.5831	24.4349	25.3175	26.2319	27.1794	28.1611	29.1782	30.2321	31.3241
4028	BIWEEKLY	1,886.65	1,954.79	2,025.40	2,098.55	2,174.35	2,252.89	2,334.26	2,418.57	2,505.93
	MONTHLY	4,087.74	4,235.38	4,388.37	4,546.86	4,711.09	4,881.26	5,057.56	5,240.24	5,429.52
	ANNUAL	49,052.90	50,824.54	52,660.40	54,562.30	56,533.10	58,575.14	60,690.76	62,882.82	65,154.18
			T						T	r
<b>-</b>	T	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK CMTR	HOURLY	24.3395	25.3359	26.3731	27.4528	28.5766	29.7465	30.9643	32.2319	31.4926
4040	BIWEEKLY	1,947.16	2,026.87	2,109.85	2,196.22	2,286.13	2,379.72	2,477.14	2,578.55	2,519.41
	MONTHLY	4,218.85	4,391.55	4,571.34	4,758.48	4,953.28	5,156.06	5,367.14	5,586.86	5,458.72
	ANNUAL	50,626.16	52,698.62	54,856.10	57,101.72	59,439.38	61,872.72	64,405.64	67,042.30	65,504.66
			T						T	r
<b>_</b>	T	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK STRTS	HOURLY	23.2179	24.1052	25.0265	25.9830	26.9760	28.0070	29.0774	30.1886	31.3424
4045	BIWEEKLY	1,857.43	1,928.42	2,002.12	2,078.64	2,158.08	2,240.56	2,326.19	2,415.09	2,507.39
	MONTHLY	4,024.43	4,178.24	4,337.93	4,503.72	4,675.84	4,854.55	5,040.08	5,232.70	5,432.68
	ANNUAL	48,293.18	50,138.92	52,055.12	54,044.64	56,110.08	58,254.56	60,480.94	62,792.34	65,192.14

### **EXHIBIT C**

## AFSCME SALARY TABLES - FY 2024/2025 CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK PRKS	HOURLY	22.5304	23.3915	24.2855	25.2136	26.1772	27.1777	28.2164	29.2947	31.0576
4050	BIWEEKLY	1,802.43	1,871.32	1,942.84	2,017.09	2,094.18	2,174.22	2,257.31	2,343.58	2,484.61
	MONTHLY	3,905.27	4,054.53	4,209.49	4,370.36	4,537.39	4,710.81	4,890.84	5,077.76	5,383.32
	ANNUAL	46,863.18	48,654.32	50,513.84	52,444.34	54,448.68	56,529.72	58,690.06	60,933.08	64,599.86
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK WTRPK	HOURLY	22.5304	23.3915	24.2855	25.2136	26.1772	27.1777	28.2164	29.2947	31.0576
4051	BIWEEKLY	1,802.43	1,871.32	1,942.84	2,017.09	2,094.18	2,174.22	2,257.31	2,343.58	2,484.61
	MONTHLY	3,905.27	4,054.53	4,209.49	4,370.36	4,537.39	4,710.81	4,890.84	5,077.76	5,383.32
	ANNUAL	46,863.18	48,654.32	50,513.84	52,444.34	54,448.68	56,529.72	58,690.06	60,933.08	64,599.86
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR EQUP OPR STR	HOURLY	26.7355	27.7646	28.8332	29.9430	31.0955	32.2924	33.5353	34.8261	36.1666
4055	BIWEEKLY	2,138.84	2,221.17	2,306.66	2,395.44	2,487.64	2,583.39	2,682.82	2,786.09	2,893.33
	MONTHLY	4,634.15	4,812.54	4,997.76	5,190.12	5,389.89	5,597.35	5,812.78	6,036.53	6,268.88
	ANNUAL	55,609.84	57,750.42	59,973.16	62,281.44	64,678.64	67,168.14	69,753.32	72,438.34	75,226.58
			T	1	1	1	1		1	
	T	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR MAIN WRK STR	HOURLY	26.5555	27.5599	28.6022	29.6840	30.8067	31.9719	33.1811	34.4361	35.7385
4060	BIWEEKLY	2,124.44	2,204.79	2,288.18	2,374.72	2,464.54	2,557.75	2,654.49	2,754.89	2,859.08
	MONTHLY	4,602.95	4,777.05	4,957.72	5,145.23	5,339.84	5,541.79	5,751.40	5,968.93	6,194.67
	ANNUAL	55,235.44	57,324.54	59,492.68	61,742.72	64,078.04	66,501.50	69,016.74	71,627.14	74,336.08
			1	T	I	I	I		I	
	Т	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC SIG TECH	HOURLY	28.5465	29.4955	30.4761	31.4893	32.5361	33.6178	34.7354	35.8901	37.0833
4070	BIWEEKLY	2,283.72	2,359.64	2,438.09	2,519.14	2,602.89	2,689.42	2,778.83	2,871.21	2,966.66
	MONTHLY	4,948.06	5,112.55	5,282.53	5,458.14	5,639.60	5,827.08	6,020.80	6,220.96	6,427.76
	ANNUAL	59,376.72	61,350.64	63,390.34	65,497.64	67,675.14	69,924.92	72,249.58	74,651.46	77,133.16

#### RESOLUTION 2022-314

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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) and

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

WHEREAS, the City reached an agreement with AFSCME 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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO for the period of October 23, 2022 through September 30, 2025.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on October 25, 2022.

	Roger G. Steele, Mayor
Attest:	
RaNae Edwards, City Clerk	