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# City of Grand Island



**Tuesday, October 30, 2012**  
**Special Meeting Packet**

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**City Council:**

Larry Carney  
Linna Dee Donaldson  
Scott Dugan  
Vaughn Minton  
John Gericke  
Peg Gilbert  
Chuck Haase  
Mitchell Nickerson  
Bob Niemann  
Kirk Ramsey

**Mayor:**

Jay Vavricek

**City Administrator:**

Mary Lou Brown

**City Clerk:**

RaNae Edwards

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**7:00 PM**  
**Council Chambers - City Hall**  
**100 East 1st Street**

## **Call to Order**

**This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.**

**The City Council may vote to go into Closed Session on any agenda item as allowed by state law.**

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## **Invocation**

## **Pledge of Allegiance**

## **Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.



# **City of Grand Island**

**Tuesday, October 30, 2012**

**Special Meeting**

## **Item F1**

### **#9408 – Consideration of Approving Salary Ordinance**

**Staff Contact: Brenda Sutherland**

# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** October 30, 2012

**Subject:** Consideration of Approving Salary Ordinance No. 9408

**Item #'s:** F-1

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

Wages for City employees are presented to the City Council for approval in the form of a salary ordinance.

## **Discussion**

An ordinance is being brought forward for Council consideration to support the salary table adjustment for employees represented by the IAFF, Local 647 for the 2012/2013 fiscal year which represents a 2% increase. This is a result of a newly negotiated labor agreement that has also been brought forward for Council consideration at this meeting.

Also outlined in the salary ordinance is the negotiated amount for uniform allowance of \$529.92 (annually) and a \$10 per pay period contribution to the employee's VEBA.

## **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**

Recommend approval of Salary Ordinance No. 9408

## **Sample Motion**

Move to approve Salary Ordinance No. 9408

## ORDINANCE NO. 9408

An ordinance to amend Ordinance 9396 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of the employees covered under the ~~IBEW Utilities~~IAFF labor agreement, ~~the IBEW Finance labor agreement, the IBEW Service/Clerical labor agreement, the IBEW Wastewater Treatment labor agreement, the AFSCME labor agreement, the FOP labor agreement, to amend the salary ranges of non-union employees; and to add annual Fire Retardant clothing stipends for the IBEW Utilities, IBEW Finance, and the non-union position Meter Reader Supervisor; and to add bilingual pay for employees covered under the IBEW Wastewater Treatment labor agreement; to amend the IAFF uniform allowance; to add a VEBA contribution to employees covered under the IAFF labor agreement;~~ and to repeal those portions of Ordinance No. 9396 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	22.4279/31.6234	Exempt

Approved as to Form ☐ \_\_\_\_\_  
City Attorney

ORDINANCE NO. 9408 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – Solid Waste	15.5678/20.4664	40 hrs/week
Assistant to the City Administrator	21.8156/30.7100	Exempt
Assistant Utilities Director – Distribution	42.3235/59.5726	Exempt
Assistant Utilities Director – Production	45.8314/64.5335	Exempt
Assistant Utilities Director – Transmission	45.8314/64.5335	Exempt
Attorney	27.9079/43.0605	Exempt
Biosolids Technician	17.6851/24.8946	40 hrs/week
Building Department Director	32.6923/46.5165	Exempt
CADD Operator	20.0830/28.3238	40 hrs/week
Cemetery Superintendent	19.0049/26.7560	Exempt
City Administrator	55.9204/78.6858	Exempt
City Attorney	38.6391/54.3834	Exempt
City Clerk	23.3413/32.8583	Exempt
Civil Engineering Manager – Utility PCC	33.2113/47.4194	Exempt
Collection System Supervisor	22.4072/31.8516	40 hrs/week
Community Service Officer	12.5580/17.0727	40 hrs/week
Custodian – Library, Police	11.5082/16.2398	40 hrs/week
Customer Service Representative – Part time	8.3028/12.4542	40 hrs/week
Electric Distribution Superintendent	32.4329/44.4511	Exempt
Electric Distribution Supervisor	27.3888/37.5598	40 hrs/week
Electric Underground Superintendent	28.8834/39.5940	Exempt
Electrical Engineer I	26.2888/36.2831	Exempt
Electrical Engineer II	30.4920/42.0433	Exempt
Emergency Management Deputy Director	22.1684/30.3155	Exempt
Emergency Management Director	31.5506/43.1330	Exempt
Engineering Technician - WWTP	19.5842/27.6691	40 hrs/week
Equipment Operator - Solid Waste	15.6941/22.1018	40 hrs/week
Finance Director	37.0389/52.1218	Exempt
Fire Chief	35.3388/50.0763	Exempt
Fire Division Chief	28.9011/41.7174	Exempt
Fleet Services Shop Foreman	19.9371/27.7729	40 hrs/week

ORDINANCE NO. 9408 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Golf Course Superintendent	23.6733/34.1660	Exempt
Grounds Management Crew Chief – Cemetery	17.7504/24.9797	40 hrs/week
Grounds Management Crew Chief – Parks	18.2829/25.7289	40 hrs/week
Human Resources Director	33.4291/47.6270	Exempt
Human Resources Benefits & Risk Management Coordinator	17.9029/26.3095	40 hrs/week
Human Resources Recruiter	17.9029/26.3095	40 hrs/week
Human Resources Specialist	16.5454/23.2779	40 hrs/week
Information Technology Manager	30.0500/42.2806	Exempt
Legal Secretary	19.6880/26.4755	40 hrs/week
Librarian I	17.1973/23.9225	Exempt
Librarian II	19.0445/26.8284	Exempt
Library Assistant I	12.0495/16.5849	40 hrs/week
Library Assistant II	13.2741/18.2973	40 hrs/week
Library Assistant Director	21.6911/30.9176	Exempt
Library Director	29.3500/41.3135	Exempt
Library Page	7.7112/10.6691	40 hrs/week
Library Secretary	14.4158/20.4872	40 hrs/week
Maintenance Worker – Golf	14.4702/20.4067	40 hrs/week
Manager of Engineering Services	31.9969/45.9249	Exempt
Meter Reader Supervisor	18.2004/25.6316	Exempt
Office Manager – Police Department	15.7649/21.8370	40 hrs/week
Parks and Recreation Director	33.1958/46.6910	Exempt
Parks Superintendent	23.1960/32.8064	Exempt
Payroll Specialist	16.5454/23.2779	40 hrs/week
Planning Director	32.9151/46.3066	Exempt
Police Captain	27.7936/39.0959	Exempt
Police Chief	35.3388/50.0763	Exempt
Power Plant Maintenance Supervisor	29.1128/40.9509	Exempt
Power Plant Operations Supervisor	30.3053/43.6313	Exempt
Power Plant Superintendent – Burdick	33.1911/46.7060	Exempt

ORDINANCE NO. 9408 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Power Plant Superintendent – PGS	38.2643/53.8199	Exempt
Project Manager – Public Works	29.5060/41.5140	Exempt
Public Information Officer	20.8400/29.3296	Exempt
Public Works Director	37.1814/52.3223	Exempt
Public Works Engineer	30.8040/43.3500	Exempt
Receptionist	12.8693/18.6191	40 hrs/week
Recreation Coordinator	16.8131/23.4554	Exempt
Recreation Superintendent	21.7221/31.1666	Exempt
Regulatory and Environmental Manager	28.7103/40.3848	Exempt
Senior Accountant	27.3163/38.0269	Exempt
Senior Electrical Engineer	33.3669/46.0079	Exempt
Senior Public Safety Dispatcher	16.8132/22.9781	40 hrs/week
Senior Utility Secretary	14.8672/21.2293	40 hrs/week
Shooting Range Superintendent	21.7221/31.1666	Exempt
Solid Waste Division Clerk - Full Time	14.8309/19.8645	40 hrs/week
Solid Waste Division Clerk - Part Time	13.2052/18.0379	40 hrs/week
Solid Waste Foreman	16.4790/23.1878	40 hrs/week
Solid Waste Superintendent	23.8484/33.5591	Exempt
Street Superintendent	24.3895/35.5048	Exempt
Street Foreman	19.1795/27.2539	40 hrs/week
Turf Management Specialist	21.2760/30.1185	40 hrs/week
Utilities Director	53.9371/77.2888	Exempt
Utility Production Engineer	34.1231/48.0224	Exempt
Utility Services Manager	27.7625/38.6391	Exempt
Utility Warehouse Supervisor	22.6459/31.6337	40 hrs/week
Victim Assistance Unit Coordinator	13.0250/18.3388	40 hrs/week
Wastewater Engineering/Operations Superintendent	26.6209/37.6636	Exempt
Wastewater Plant Chief Operator	19.6672/27.7209	40 hrs/week
Wastewater Plant Engineer	31.9969/45.9249	Exempt
Wastewater Plant Operations Engineer	30.8040/43.3500	Exempt
Wastewater Plant Maintenance Supervisor	23.7771/32.0177	40 hrs/week



ORDINANCE NO. 9408 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Wastewater Plant Process Supervisor	24.6489/33.2320	40 hrs/week
Water Superintendent	25.1378/35.5048	Exempt
Water Supervisor	21.7014/31.2704	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	14.5767/21.5934	40 hrs/week
Fleet Services Mechanic	16.6282/24.6359	40 hrs/week
Horticulturist	15.3913/22.8439	40 hrs/week
Maintenance Worker – Cemetery	14.4663/21.4480	40 hrs/week
Maintenance Worker – Parks	14.3698/21.3172	40 hrs/week
Maintenance Worker – Streets	14.0660/20.8518	40 hrs/week
Senior Equipment Operator – Streets	15.9708/23.6876	40 hrs/week
Senior Maintenance Worker – Streets	15.9708/23.6876	40 hrs/week
Traffic Signal Technician	15.9708/23.6876	40 hrs/week

ORDINANCE NO. 9408 (Cont.)

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	14.9673/19.8062	40 hrs/week
Cashier	13.7374/18.7196	40 hrs/week
Custodian	16.0413/18.9426	40 hrs/week
Electric Distribution Crew Chief	29.3015/37.2660	40 hrs/week
Electric Underground Crew Chief	29.3015/37.2660	40 hrs/week
Engineering Technician I	18.4653/26.4203	40 hrs/week
Engineering Technician II	22.8267/31.2985	40 hrs/week
GIS Coordinator	23.4851/32.9545	40 hrs/week
Instrument Technician	27.5431/36.3866	40 hrs/week
Lineworker Apprentice	17.8613/26.1902	40 hrs/week
Lineworker First Class	27.0737/32.0204	40 hrs/week
Materials Handler	22.2927/29.8827	40 hrs/week
Meter Reader	16.0618/20.9450	40 hrs/week
Meter Technician	21.5951/26.6894	40 hrs/week
Power Dispatcher I	27.0437/37.6013	40 hrs/week
Power Dispatcher II	28.4043/39.4869	40 hrs/week
Power Plant Maintenance Mechanic	25.5997/31.8764	40 hrs/week
Power Plant Operator	30.2423/35.2271	40 hrs/week
Senior Accounting Clerk	16.8236/22.0375	40 hrs/week
Senior Engineering Technician	28.8821/35.3452	40 hrs/week
Senior Materials Handler	25.6677/33.4801	40 hrs/week
Senior Meter Reader	19.0229/22.5779	40 hrs/week
Senior Power Dispatcher	32.8576/45.0898	40 hrs/week

ORDINANCE NO. 9408 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Senior Power Plant Operator	29.8174/38.2249	40 hrs/week
Senior Substation Technician	35.1077/36.3866	40 hrs/week
Senior Water Maintenance Worker	20.8590/27.4666	40 hrs/week
Substation Technician	32.5005/33.7907	40 hrs/week
Systems Technician	28.6421/36.3866	40 hrs/week
Tree Trim Crew Chief	25.6577/31.8632	40 hrs/week
Utility Electrician	25.7121/33.7907	40 hrs/week
Utility Technician	25.1128/35.3247	40 hrs/week
Utility Warehouse Clerk	18.5559/22.8936	40 hrs/week
Water Maintenance Worker	17.3788/24.0331	40 hrs/week
Wireworker I	19.5235/27.6062	40 hrs/week
Wireworker II	27.0737/32.0204	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	18.1153/25.3239	
Police Sergeant	22.6731/31.0673	

**OVERTIME ELIGIBILITY**

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 the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a

ORDINANCE NO. 9408 (Cont.)

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. 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 fifty (50) hours per individual per contract year. 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 overtime, 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 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.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	<del>16.96</del> 24/23.5195	212 hrs/28 days

ORDINANCE NO. 9408 (Cont.)

	<a href="#"><u>17.3016/23.9899</u></a>	
Firefighter / EMT	<del>12.6022/18.2885</del> <a href="#"><u>12.8542/18.6543</u></a>	212 hrs/28 days
Firefighter / Paramedic	<del>14.0702/19.8718</del> <a href="#"><u>14.3516/20.2692</u></a>	212 hrs/28 days

IAFF employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, [unless recall or mandatory overtime is required as specified in the IAFF labor agreement.](#)

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – WWTP	14.7941/20.8166	40 hrs/week
Equipment Operator – WWTP	16.7956/23.6332	40 hrs/week
Maintenance Mechanic I	16.7956/23.6332	40 hrs/week
Maintenance Mechanic II	18.8056/26.4615	40 hrs/week
Maintenance Worker – WWTP	16.7956/23.6332	40 hrs/week
Senior Equipment Operator – WWTP	18.1547/25.5454	40 hrs/week
Wastewater Clerk	12.6376/17.7821	40 hrs/week
Wastewater Plant Laboratory Technician	17.8292/25.0874	40 hrs/week
Wastewater Plant Operator I	15.0216/21.1372	40 hrs/week
Wastewater Plant Operator II	16.7956/23.6332	40 hrs/week

ORDINANCE NO. 9408 (Cont.)

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – Streets	15.8461/21.1529	40 hrs/week
Accounts Payable Clerk	15.0304/21.7460	40 hrs/week
Administrative Assistant	15.6343/22.4239	40 hrs/week
Audio Video Technician	15.7825/22.2650	40 hrs/week
Building Inspector	19.5217/27.6989	40 hrs/week
Building Secretary	14.7127/20.9092	40 hrs/week
Community Development Administrator	17.0325/24.4895	40 hrs/week
Community Development Specialist	15.6343/22.4239	40 hrs/week
Computer Operator	18.9920/24.9662	40 hrs/week
Computer Programmer	21.6612/31.7452	40 hrs/week
Computer Technician	19.5618/25.7156	40 hrs/week
Electrical Inspector	19.5217/27.6989	40 hrs/week
Emergency Management Coordinator	14.7127/20.9092	40 hrs/week
Engineering Technician – Public Works	20.0830/28.3238	40 hrs/week
Evidence Technician	14.6068/21.3752	40 hrs/week
Finance Secretary	14.7127/20.9092	40 hrs/week
GIS Coordinator	22.2676/31.2460	40 hrs/week
Maintenance Worker I – Building, Library	15.3482/20.7715	40 hrs/week
Maintenance Worker II – Building, Police	16.1744/21.9260	40 hrs/week
Parks and Recreation Secretary	14.7127/20.9092	40 hrs/week
Planning Secretary	14.7127/20.9092	40 hrs/week
Planning Technician	20.1433/28.3407	40 hrs/week
Plans Examiner	19.5217/27.6989	40 hrs/week
Plumbing Inspector	19.5217/27.6989	40 hrs/week

ORDINANCE NO. 9408 (Cont.)

Police Records Clerk – Full Time	13.1344/18.2824	40 hrs/week
Public Safety Dispatcher	14.8292/21.6612	40 hrs/week
Shooting Range Operator	20.3795/27.6247	40 hrs/week
Stormwater Technician	20.0830/28.3238	40 hrs/week
Utility Secretary	14.7127/20.9092	40 hrs/week

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of ~~\$484~~529.92-00 per year, divided into twenty-four (24) pay periods. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the IAFF or FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. Employees covered by the IBEW – Utilities, the IBEW – Finance labor agreements, and the non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are

ORDINANCE NO. 9408 (Cont.)

required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,000 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 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. Employees covered by the IBEW - Utilities and IBEW – Finance labor agreements shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent,



ORDINANCE NO. 9408 (Cont.)

Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at  $47\% \times 1039 \text{ hours} = 488.33 \text{ hours}$ ), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at  $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater labor agreement shall be paid

ORDINANCE NO. 9408 (Cont.)

37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three hundred ninety-nine hours (calculated at  $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$ ). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 433.60 hours (calculated at  $40\% \times 1084 \text{ hours} = 433.60 \text{ hours}$ .) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at  $50\% \times 1084 = 542$ ). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid forty-five (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred seventy-eight and eighty hundredths hours (calculated at  $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$ ). All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred five hours (calculated at  $37.5\% \times 1,080 \text{ hours} = 405 \text{ hrs.}$ ), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death,

ORDINANCE NO. 9408 (Cont.)

not to exceed five hundred forty hours (50% x 1,080 hours = 540 hrs.), based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical labor agreement shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. [Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \\$10 per pay period.](#)

SECTION 11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law [effective retroactive to October 81, 2012.](#)

ORDINANCE NO. 9408 (Cont.)

SECTION 13. Those portions of Ordinance No. 9396 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: October 30, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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



# **City of Grand Island**

**Tuesday, October 30, 2012**

**Special Meeting**

## **Item I1**

**#2012-316 – Approving Labor Agreement with IAFF Local 647**

**Staff Contact: Brenda Sutherland**

# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** October 30, 2012

**Subject:** Approval of Labor Agreement with IAFF, Local 647

**Item #'s:** I-1

**Presenter(s):** Brenda Sutherland, Human Resources Director

## **Background**

Firefighters, Firefighter/Paramedics, and Fire Captains employed in the Fire Department currently work under the conditions outlined in the labor agreement between the City of Grand Island and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647. This group is more commonly referred to as the IAFF. The current labor agreement expired as of midnight September 30, 2012. The City's negotiating team and the IAFF's negotiating team 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 be retroactive to October 1, 2012 and will run through September 30, 2014. The agreement specifies a wage increase of 2% in the first year and an increase of 2.5% in the second. IAFF President, Scott Kuehl reported that the membership met and voted in the affirmative to ratify the labor agreement.

Only the areas of the labor agreement that will change are noted below in "red-lined" format:

### **LABOR AGREEMENT**

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. This agreement shall become effective October 1, 2012~~October 1, 2011~~ for determining all wage and benefit issues and continue through ~~September 30, 2012~~ September 30, 2014.

## ARTICLE III OVERTIME PAY

### A. OVERTIME PAY

4. Recall. If an employee is called to duty during off-duty time or while on a “Kelly Day” or any other type of leave time, and such time does not coincide with the employee’s scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half. When an employee is held over for an unscheduled occurrence such as sickness or injury, the Department will use the following method to fill the opening: The Chief or his designee will solicit volunteers from the previous shift. If no volunteers are found, the Department will contact off-duty staff to volunteer. If the opening is not filled by either of the above methods, the City will mandatorily fill the position by resorting to a rotating list of available employees and an employee will be selected based on inverse seniority so that the least senior employee will be selected and once an employee is ordered to work a mandatory overtime, he or she will not be eligible to work another mandatory overtime until all other names on the list are exhausted. For example, Employee “A” is the least senior on A Shift and it becomes apparent that a vacancy will occur on the B Shift that needs to be filled, if no volunteers are found and off-duty staff has not agreed to come in to fill the vacancy, Employee “A” can be ordered to fill the vacancy. The next time this contingency occurs, the next least senior employee will be eligible to be ordered to fill the vacancy and so on, until the rotating list is exhausted. The employee who is mandatorily scheduled after all other methods are exhausted will be paid at the rate of time and one-half. This excludes employees who are held over waiting for provisions of this paragraph to be implemented.

## ARTICLE V VACATIONS

### A. ELIGIBILITY

For purposes of this Article a shift shall mean 24 hours.

### B. AMOUNT AUTHORIZED

Authorized leave shall be computed on the following basis:

1. Upon successfully completing the new employee probationary/introductory period, an employee will be ~~eligible to take granted~~ 564 hours of vacation time. The employee will accrue an additional 564 hours in the first year of continuous service. (~~4.31539~~ hours to accrue bi-weekly).  
(108 hours total or 4.5 shifts)

2. 120 hours in the second through fifth years of continuous service (~~4.62154~~ hours to accrue bi-weekly).  
(120 hours total or 5 shifts)

3. 1414 hours in the sixth year of continuous service (5.425385 hours to accrue bi-weekly).  
(144 hours total or 6 shifts)

4. 1668 hours in the seventh through tenth years of continuous service (6.384616 hours to accrue bi-weekly).  
(168 hours total or 7 shifts)

5. 181192 hours in the eleventh through fifteenth years of continuous service (6.967.3847 hours to accrue bi-weekly).  
(192 hours total or 8 shifts)

6. 20816 hours in the sixteenth through the twentieth years of continuous service and thereafter (8.03077 to accrue hours bi-weekly).  
(216 hours total or 9 shifts)

7. 240 hours in the twenty-first year of continuous service and thereafter (9.2308 to accrue hours bi-weekly).  
(240 hours total or 10 shifts)

#### D. VACATION CARRY-OVER

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 48 hours (2 shifts). 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. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation ~~list~~schedule shall be ~~made~~created ~~up~~ for the entire year. The senior employee shall have first pick of not more than ~~four~~ half of their allotted shift-days ~~vacation time~~, during prime time. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill on vacation leave, such employee cannot take medical leave and then take that portion of vacation leave at another time.

A second pick of not more than four consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four days at one time. The remaining work shifts may be selected until all days have been picked. At the Chief's discretion an employee may be allowed to use vacation leave on one or more shifts in increments to be determined by the Chief at the time of a request.



## ARTICLE VI MEDICAL LEAVE

### B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued 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, non-compensable 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, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours per contract year for illness of or injury to, a member of the immediate family as defined in this Section residing in the employee's household. Medical leave shall be debited in half hour units.

For purposes of medical leave, "immediate family member" shall mean a child, spouse, parents, ~~brother, sister~~ mother-in-law, father-in-law and grandparents. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis".

### F. BEREAVEMENT LEAVE

~~Upon the death of a member of the employee's immediate family, an employee may utilize up to forty eight (48) hours of bereavement leave per contract year with the approval in advance of the Fire Chief. An extended leave may be granted upon the Fire Chief's approval. Any extended leave shall be granted with pay if the employee has medical or vacation leave available. If no such leave is available, the extended leave shall be without pay. For purposes of bereavement leave, immediate family members shall be defined as parent, spouse, child, step child, brother, sister, grandparent, grandchild, and in-laws.~~

Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces, and nephews. An employee shall be eligible to use up to forty-eight (48) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Fire Chief 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.

**ARTICLE XV  
RATES OF PAY FOR WORK PERFORMED**

**A. SURVEY**

~~A survey was done of the following array of cities to determine current labor market salaries for work performed in the various job classifications covered by this agreement: Fremont, Nebraska; Norfolk, Nebraska; North Platte, Nebraska; Salina, Kansas; Rapid City, South Dakota; and Council Bluffs, Iowa. Using the midpoint of survey results, the Union and the City established a pay range for each class of work under this agreement based on the survey. . The parties have relied on their own survey data to negotiate the wages and terms and conditions of employment established by this agreement and the totality of the agreement represents a compromise which should not be construed as an admission by either party regarding the appropriate array for determining comparability for the positions covered by this Agreement.~~

**B. 201~~12~~-201~~23~~ FISCAL YEAR**

~~Rates of pay commencing on the first full pay period on or after October 1, 201~~12~~, for work performed in the classes Firefighter, Paramedic and Fire Captain under this agreement shall be increased by 1.75~~2~~% and are attached as Exhibit "A".~~

**C. 2013 – 2014 Fiscal Year**

~~Rates of pay commencing on the first full pay period on or after October 1, 2013, for work performed in the classes Firefighter, Paramedic and Fire Captain under this agreement shall be increased by 2.5% and are attached as Exhibit "B".~~

**D. Voluntary Employee's Beneficiary Association (VEBA).**

~~The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. Effective October 1, 2012, the City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.~~

**ARTICLE XVII  
GRIEVANCE PROCEDURE**

1. First Step - Any employee who believes that he or she has a justifiable grievance shall discuss the request or complaint within ~~seven (7)~~ ten (10) calendar days with the Union Grievance Committee. If the Committee determines that no grievance exists, then no further action is necessary.

**D. UNIFORM ALLOWANCE**

All uniformed employees will be paid ~~\$40.33~~ \$44.16 per month for clothing and uniform allowance, which shall be in addition to the regular salary to which such employees are entitled. Said clothing allowance shall be paid by adding ~~\$20.16~~ \$22.08 to the employees' paychecks twice per month.

The City will provide to all new hires at the time of hire two (2) short sleeve class B shirts, two (2) long sleeve class B shirts, two (2) pairs of duty pants and two (2) pairs of duty shorts. The City will provide to all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker as is necessary to rotate out as determined by the Chief.

~~All new hires will be eligible for a 0% interest loan to acquire uniforms for an amount not to exceed \$500. The City will hold their monthly uniform allowance until the loan is paid in full. The employee will be asked to sign a promissory note to repay the City for the advancement of the uniform allowance.~~

## **ARTICLE XXII DURATION OF OFFER**

### **A. EXPIRATION**

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, 201~~4~~24. The City and the Union agree to adhere to the laws of the State of Nebraska with respect to the Industrial Relations Act.

## **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 International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647, referred to as the IAFF.

## **Sample Motion**

Move to approve the labor agreement between the City of Grand Island and IAFF, Local No. 647.



**and**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS**

**LOCAL NO. 647**

**October 1, 2012 through September 30, 2014**

## TABLE OF CONTENTS

<b>PURPOSE AND INTENT OF THE OFFER .....</b>	<b>1</b>
<b>ARTICLE I – UNION RECOGNITION .....</b>	<b>1</b>
<b>ARTICLE II – HOURS OF WORK .....</b>	<b>1</b>
A. WORK DAY AND WORK WEEK .....	1
B. CHANGES IN WORK SCHEDULE .....	1
C. KELLY DAYS.....	1
D. OVERTIME.....	1
<b>ARTICLE III – OVERTIME PAY .....</b>	<b>2</b>
A. OVERTIME PAY .....	2
<b>ARTICLE IV – HOLIDAYS AND HOLIDAY PAY .....</b>	<b>3</b>
A. HOLIDAYS .....	3
B. ELIGIBILITY FOR HOLIDAY PAY .....	4
C. HOLIDAY PAY .....	4
<b>ARTICLE V – VACATIONS .....</b>	<b>4</b>
A. ELIGIBILITY .....	4
B. AMOUNT AUTHORIZED .....	4
C. VACATION SCHEDULE.....	5
D. VACATION CARRY-OVER.....	5
E. VACATION CREDIT ON SEPARATION .....	5
F. SENIORITY FOR VACATION PLANNING .....	6
<b>ARTICLE VI – MEDICAL LEAVE .....</b>	<b>6</b>
A. AMOUNT AUTHORIZED .....	6
B. USE OF MEDICAL LEAVE .....	6
C. REPORTS ON CONDITION .....	7
D. FRAUDULENT USE .....	7
E. NOTIFICATION .....	7
F. BEREAVEMENT LEAVE.....	7
G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT .....	7
H. FAMILY AND MEDICAL LEAVE ACT POLICY .....	8
<b>ARTICLE VII – MILITARY LEAVE.....</b>	<b>9</b>
<b>ARTICLE VIII – COURT LEAVE .....</b>	<b>10</b>
A. WHEN AUTHORIZED.....	10
B. PROCEDURE.....	10
C. FEES .....	10
D. ADMINISTRATIVE LEAVE .....	10

<b>ARTICLE IX – LEAVE WITHOUT PAY</b>	
A. WHEN AUTHORIZED .....	11
B. CONDITIONS OF USE .....	11
<b>ARTICLE X – TEMPORARY DISABILITY LEAVE</b>	
A. WHEN AUTHORIZED.....	12
B. APPLICATION OF WORKERS’ COMPENSATION .....	12
C. SUBROGATION.....	12
D. LIMITATION OF LEAVE.....	13
E. LIGHT DUTY .....	13
<b>ARTICLE XI – GENERAL PROVISIONS CONCERNING LEAVE</b>	
A. ABSENT WITHOUT APPROVAL .....	14
B. AUTHORIZED LEAVE FORMS .....	14
<b>ARTICLE XII – PAYROLL DEDUCTION OF UNION DUES.....</b>	14
<b>ARTICLE XIII – POLICIES AND BENEFITS</b>	
A. DRUG-FREE WORKPLACE .....	14
B. POLITICAL ACTIVITY .....	15
C. RESIDENCY .....	16
D. NEPOTISM.....	16
E. OUTSIDE EMPLOYMENT.....	16
F. TUITION REIMBURSEMENT .....	17
G. BILINGUAL PAY .....	17
<b>ARTICLE XIV – PENSION RETIREMENT PLAN .....</b>	18
<b>ARTICLE XV – RATES OF PAY FOR WORK PERFORMED</b>	
A. SURVEY.....	18
B. 2012 – 2013 FISCAL YEAR.....	18
C. 2013 – 2014 FISCAL YEAR.....	18
D. VOLUNTARY EMPLOYEE’S BENEFICIARY ASSOCIATION (VEBA) .....	18
E. FUTURE INCREASES IN PAY .....	19
F. STEP PAY PLAN.....	19
<b>ARTICLE XVI – EMPLOYEE RELATIONS</b>	
A. GENERAL.....	21
B. MEMBERSHIP IN UNION .....	21
C. DISCIPLINARY ACTION.....	21
<b>ARTICLE XVII – GRIEVANCE PROCEDURE</b>	
A. PROCEDURE.....	22
B. GENERAL CONDITIONS .....	23
<b>ARTICLE XVIII – OTHER BENEFITS</b>	
A. INSURANCE.....	23

B. DISCONTINUANCE OF INSURANCE .....	23
C. UNION BULLETIN BOARD .....	24
D. UNIFORM ALLOWANCE.....	24
E. SAFETY COMMITTEE.....	24
F. INFECTIOUS DISEASE EXPOSURE: TESTING AND TREATMENT .....	24
G. EXCHANGING WORK DAYS.....	25
H. INSURANCE COMMITTEE.....	25
<b>ARTICLE XIX – MANAGEMENT RIGHTS</b>	
A. COLLECTIVE BARGAINING.....	25
B. RESERVED RIGHTS .....	25
<b>ARTICLE XX – GENERAL PROVISIONS</b>	
A. SCOPE OF NEGOTIATIONS .....	26
B. MATTERS NOT SPECIFICALLY MENTIONED .....	26
C. CHIEF ADMINISTRATIVE OFFICER .....	26
D. UNION MEETINGS .....	26
E. UNION CREDENTIALS .....	26
F. UNION SOLICITATION.....	27
G. DISCRIMINATION .....	27
H. UNION INTERFERENCE.....	27
I. PAY STEP UPON DEMOTION.....	27
J. PHYSICAL FITNESS PROGRAM .....	27
K. FIRE CHIEF .....	27
<b>ARTICLE XXI – STRIKES AND LOCKOUTS</b>	
A. STRIKES .....	27
B. LOCKOUTS .....	28
<b>ARTICLE XXII – DURATION OF OFFER</b>	
A. EXPIRATION.....	28
B. TERM .....	28
<b>ARTICLE XXIII – SEVERABILITY.....</b>	28
<b>ARTICLE XXIV – SCOPE OF AGREEMENT .....</b>	29
A. COMPLETE AGREEMENT.....	28
B. INTERPRETATION.....	29

## **LABOR AGREEMENT**

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. This agreement shall become effective October 1, 2012 for determining all wage and benefit issues and continue through September 30, 2014.

### **PURPOSE AND INTENT OF THE OFFER**

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

### **ARTICLE I UNION RECOGNITION**

The City recognizes the Union as the sole and exclusive collective bargaining representative for the positions of Firefighter EMT, Firefighter/Paramedic, and Fire Captain. The positions of Fire Chief and Fire Division Chief are excluded.

### **ARTICLE II HOURS OF WORK**

#### **A. WORK DAY AND WORK WEEK**

The City shall establish the workday, the work period, and work schedules as permitted by law.

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

All changes in the work day, period, or schedules, except in cases of emergency, shall be posted for all affected employees to see at least five (5) calendar days before the change is effective.

#### **C. KELLY DAYS**

We will operate under a Kelly day scheduling system. The Kelly day schedule will affect only the 28-day cycle in which the employee would normally be scheduled to work 240 hours. The schedule will be reduced by one 24 hour shift to reduce the scheduled work time to 216 hours in the 28-day cycle. Kelly days will be scheduled by department administration.

#### **D. OVERTIME**

Overtime work shall be authorized only in the following cases:



1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a position must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. When the City determines that utilization of present employees is more advantageous to the City than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work overtime without the approval of the chief administrative officer of the City.
6. Overtime work shall be authorized in advance, except in cases of emergency or Long Distance Transfers (LDTs) by the chief administrative officer of the City, or by a supervisor to whom this responsibility has been delegated.
7. All employees who are required to work overtime shall receive overtime compensation, in accordance with Article III.

### **ARTICLE III OVERTIME PAY**

#### **A. OVERTIME PAY**

1. Hours Scheduled. Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle. For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.
2. Hours Worked. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked. For purposes of calculating overtime, hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
3. Eligibility. Employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period. Overtime work shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of the hours scheduled.
4. Recall. If an employee is called to duty during off-duty time or while on a “Kelly Day” or any other type of leave time, and such time does not coincide with the employee’s scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half. When an employee is held over for an unscheduled occurrence such as

sickness or injury, the Department will use the following method to fill the opening: The Chief or his designee will solicit volunteers from the previous shift. If no volunteers are found, the Department will contact off-duty staff to volunteer. If the opening is not filled by either of the above methods, the City will mandatorily fill the position by resorting to a rotating list of available employees and an employee will be selected based on inverse seniority so that the least senior employee will be selected and once an employee is ordered to work a mandatory overtime, he or she will not be eligible to work another mandatory overtime until all other names on the list are exhausted. For example, Employee "A" is the least senior on A Shift and it becomes apparent that a vacancy will occur on the B Shift that needs to be filled, if no volunteers are found and off-duty staff has not agreed to come in to fill the vacancy, Employee "A" can be ordered to fill the vacancy. The next time this contingency occurs, the next least senior employee will be eligible to be ordered to fill the vacancy and so on, until the rotating list is exhausted. The employee who is mandatorily scheduled after all other methods are exhausted will be paid at the rate of time and one-half. This excludes employees who are held over waiting for provisions of this paragraph to be implemented.

5. Unit of Pay. Overtime shall be accrued and compensated for in one-quarter (1/4) hour units.

#### **ARTICLE IV HOLIDAYS AND HOLIDAY PAY**

##### **A. HOLIDAYS**

The following holidays are observed:

New Year's Day	Veteran's Day	Arbor Day
Memorial Day	Thanksgiving Day	
Independence Day	Day after Thanksgiving	
Labor Day	Christmas Day	

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. This holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis. The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. The contribution will be based on 15 hours of pay at a blended rate based on the top wage for all three positions divided by three.

**B. ELIGIBILITY FOR HOLIDAY PAY**

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his or her last regularly scheduled day before the holiday and first regularly scheduled day after the holiday. Active Pay Status shall mean any pay status other than leave without pay or suspension without pay.

**C. HOLIDAY PAY**

1. Employees shall be paid 15 hours pay at their regular hourly rate for each of the ten holidays designated in paragraph "A" above, whether they worked the holiday or were off duty; this is in addition to their regular salary.
2. If an employee is not regularly scheduled to work on a holiday and is called out to work on the holiday, the employee shall be paid overtime in addition to the 15 hours pay as set forth above.

**ARTICLE V  
VACATIONS**

**A. ELIGIBILITY**

All full-time employees of the Fire Department are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if the leave the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments.

For purposes of this Article a shift shall mean 24 hours.

**B. AMOUNT AUTHORIZED**

Authorized leave shall be computed on the following basis:

1. Upon successfully completing the new employee probationary/introductory period, an employee will be granted 54 hours of vacation time. The employee will accrue an additional 54 hours in the first year of continuous service. (4.1539 hours to accrue bi-weekly).  
(108 hours total or 4.5 shifts)
2. 120 hours in the second through fifth years of continuous service (4.6154 hours to accrue bi-weekly).  
(120 hours total or 5 shifts)

3. 144 hours in the sixth year of continuous service (5.5385 hours to accrue bi-weekly).  
(144 hours total or 6 shifts)
4. 168 hours in the seventh through tenth years of continuous service (6.4616 hours to accrue bi-weekly).  
(168 hours total or 7 shifts)
5. 192 hours in the eleventh through fifteenth years of continuous service (7.3847 hours to accrue bi-weekly).  
(192 hours total or 8 shifts)
6. 216 hours in the sixteenth through the twentieth years of continuous service and thereafter (8.3077 to accrue hours bi-weekly).  
(216 hours total or 9 shifts)
7. 240 hours in the twenty-first year of continuous service and thereafter (9.2308 to accrue hours bi-weekly).  
(240 hours total or 10 shifts)

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Fire Chief. While all employees are encouraged to take four consecutive shift days of vacation each year, when eligible, the City may grant shorter periods of two shift days or less. Each employee shall take a vacation of at least two consecutive shift days each year when eligible.

D. VACATION CARRY-OVER

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 48 hours (2 shifts). 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.

E. VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death. An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

F. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation schedule shall be created for the entire year. The senior employee shall have first pick of not more than half of their allotted shift-days during prime time. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill on vacation leave, such employee cannot take medical leave and then take that portion of vacation leave at another time.

No more than four (4) employees from the Fire Department can take vacation from one shift at the same time.

A second pick of not more than four consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four days at one time. The remaining work shifts may be selected until all days have been picked. At the Chief's discretion an employee may be allowed to use vacation leave on one or more shifts in increments to be determined by the Chief at the time of a request.

**ARTICLE VI  
MEDICAL LEAVE**

A. AMOUNT AUTHORIZED

Medical leave shall be accrued by each employee at the rate of fourteen hours for each full calendar month of service. The amount accrued shall be prorated for any period of time an employee is not in an active pay status. An employee may accumulate medical leave to a maximum of 1695 hours. Medical leave shall be debited in half hour increments.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued 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, non-compensable 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, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours per

contract year for illness of or injury to, a member of the immediate family as defined in this Section. Medical leave shall be debited in half hour units.

For purposes of medical leave, "immediate family member" shall mean a child, spouse, parents, mother-in-law, father-in-law and grandparents. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis".

C. REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, the employee shall notify his or her supervisor as soon as possible. An employee must keep his or her immediate supervisor informed of the employee's condition. An employee may be required to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

D. FRAUDULENT USE

The Fire Chief may investigate any medical leave taken by an employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. NOTIFICATION

If an employee is absent for reasons that entitle the employee to use medical leave, the employee or a member of employee's household shall notify the supervisor on duty as soon as possible prior to scheduled reporting time. If an employee fails to notify the 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.

F. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces, and nephews. An employee shall be eligible to use up to forty-eight (48) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Fire Chief 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.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

In addition to Article V, Section E, of this agreement, each employee upon retirement shall have a contribution made to their VEBA representing 38% of his or her accumulated medical leave

not to exceed 1576 hours; the rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate. For individuals named in the Memo of Understanding, dated May 5, 2009, such employees shall receive credit upon retirement from employment of 25% for the cash value of any hours in excess of 1,687 up to 2,880 hours. Such hours shall be paid as a contribution to their VEBA. The rate used for the contribution will be based on the employee's salary at the time of retirement.

#### H. FAMILY AND MEDICAL LEAVE ACT POLICY

This policy establishes the rights and obligations of the City of Grand Island and its employees with respect to leave necessary for medical care of employees and their families pursuant to the 1993 Family and Medical Leave Act, more commonly referred to as FMLA.

An employee must be employed by the City for at least 12 months (the 12 months need not be consecutive) to be eligible to receive leave under this policy. Additionally, the employee must have worked at least 1,250 hours in the year preceding the date the employee seeks to start the leave.

Eligible employees are entitled to take up to 12 weeks of unpaid leave during a 12 month period for the following purposes: childbirth, adoption or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition; or one's own serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. The City will observe a rolling 12-month period for purposes of tracking leave.

Employees requesting leave due to the birth, adoption, or placement of a foster child are required to provide written notice at least 30 days prior to the date that leave is anticipated to begin or as is possible if the event would occur earlier than anticipated.

Employees requesting family leave related to the serious health condition of themselves or a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for such leave, the beginning and ending dates, and the estimated time required. Failure to provide required certifications may result in the denial of the leave or request for leave on an intermittent basis.

When both spouses are employed by the City, they are jointly entitled to a combined total of 12 weeks of leave if the leave is for the birth, adoption, or placement of a foster child or to care for a parent with a serious health condition.

Each spouse is entitled to 12 weeks of leave if the leave is due to his or her own serious health condition or to care for a son, daughter, or spouse with a serious health condition.

An eligible employee that is taking FMLA leave is required to use all accrued medical leave before going on unpaid status. The employee may choose, but is not required, to use accrued vacation and personal leave prior to taking leave on unpaid status.

Benefits While on Leave - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and personal days.

Return to Duty – An employee who has taken leave for their own serious health condition, will be required to present certification of fitness for duty from a health care provider prior to returning to work. Failure to provide certification may cause denial of reinstatement.

Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.

## **ARTICLE VII MILITARY LEAVE**

The provisions relating to military training leave are as provided by section 55-160 Neb. Rev. Stat. 1943 et. seq., as amended. The City will follow provisions relating to military leave as provided by Nebraska Statutes. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that they are available to work during that period. Their health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.

An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.

The City also recognizes and abides by the Family Military Leave Act 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, police, 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 employee is a party, 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. If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.

### **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 employer's funds and any witness fees received from any other source shall be deposited with the City Finance Director if the employee is paid by the City for the time needed to testify.

### **D.     ADMINISTRATIVE LEAVE**

The Fire Chief may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals and activities directly related to his or her work.
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.
- To investigate a disciplinary issue.

The Fire Chief may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

## **ARTICLE IX LEAVE WITHOUT PAY**

### **A.     WHEN AUTHORIZED**

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

Leave without pay may be granted to an employee for any good cause when it is in the interest of the department to do so. The employee's interests shall be considered when his or her record of employment shows the employee to be of more than average value and it is desirable to retain the employee even at some sacrifice. The chief administrative officer of the City may grant an employee leave without pay for a specified time not to exceed one month. This leave may be extended with approval of the chief administrative officer not to exceed one additional month. Any appointment made to a position vacated by an employee on leave without pay shall be governed by Civil Service Statutes.

### **B.     CONDITIONS OF USE**

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 the leave.
2.     Vacation and medical leave credits and holiday pay 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.
4.     Leave without pay for more than thirty days during the probationary/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 the probationary/introductory period upon return from leave.
5.     Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6.     A leave without pay shall not be allowed for an employee to work for another employer or for self employment.
7.     A leave without pay may be granted to participate in union or legislative activities.
8.     Employees must use leave banks prior to being on unpaid leave.

## **ARTICLE X TEMPORARY DISABILITY LEAVE**

### **A. WHEN AUTHORIZED**

In the case of temporary disability of a firefighter 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 months from the date of injury or commencement of disability, except that if it is ascertained by the city that such temporary disability has become a disability as defined in this article, then the salary shall cease and he or she shall be entitled to the benefits for pensions in case of disability as provided in Neb. Rev. Stat. §16-1031, as revised.

### **B. APPLICATION OF WORKERS' COMPENSATION**

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

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee must use medical leave for the initial seven days. If medical leave banks are not available other banks may be used. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six weeks or longer, the employee will be credited with any sick or vacation leave taken during the initial waiting period.

2. While on leave due to a temporary disability related to a workplace injury, 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.

The City of Grand Island will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

### **C. SUBROGATION**

The City reserves a 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.

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 of such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

D. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following twelve months from the original date of injury or date that disability begins absent express approval of the chief administrative officer of the City. The chief administrative officer may grant an extension of this time not to exceed six (6) months.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

E. LIGHT DUTY

A light duty policy will be maintained by the City to accommodate employees who have been injured in the workplace 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 day period between the 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 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 time period expires.

**ARTICLE XI  
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 FORMS**

For all leave except medical leave, a written request on the Authorized Leave Form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking of the leave. Unless an absence is substantiated by a Leave Form approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

**ARTICLE XII  
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 employee's 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 were 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.

**ARTICLE XIII  
POLICIES AND BENEFITS**

**A.     DRUG-FREE WORKPLACE**

The City of Grand Island is committed to providing a safe work environment. The City absolutely prohibits the distribution, manufacture, possession, sale, use, transfer, transport or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace or having any measurable amounts of alcohol or drugs such as those listed below in their system while at the workplace, on City premises, or in City vehicles. The standard cut-off limits are

provided by the testing facility. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, designer drugs” etc.)
- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within 10 days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee’s expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- Opiates
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace.

## B. POLITICAL ACTIVITY

All employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. Employees are urged

to contact the Fire Chief to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

C. RESIDENCY

All employees, covered by this offer are required to reside within a thirty-five mile radius of the City of Grand Island. Employees who reside outside of this radius as of October 1, 2006 will not have to move into the required area. Those who do reside in the required area will not be allowed to move outside of the 35 mile radius. All newly hired employees shall have three months after completion of probationary/introductory period to comply with the residency requirements.

D. NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same shift or station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation. For further clarification, supervisory positions in the chain of command are as follows: Fire Chief, Fire Division Chief, and Fire Captain.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. Notification shall remain confidential. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

E. OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from the Fire Chief as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

## F. TUITION REIMBURSEMENT

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

Qualification Process – the Fire Chief based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- Is there budget authority?
- Is the course job related?
- Is there supervisor approval?
- Is the employee requesting reimbursement eligible for other assistance programs?

Approval Process – To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

A or B – 100%  
C – 80%

The Fire Chief will include the request for reimbursement in the next payroll period. Annual tuition reimbursement will be limited as follows:

Less than two years of service:	\$600.00
Two to five years of service:	\$1,000.00
Over five years of service:	No limitations

## G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,000 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Fire Chief will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Fire Chief with the approval of the City Administrator 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.

#### **ARTICLE XIV 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 XV RATES OF PAY FOR WORK PERFORMED**

**A.     SURVEY**

The parties have relied on their own survey data to negotiate the wages and terms and conditions of employment established by this agreement and the totality of the agreement represents a compromise which should not be construed as an admission by either party regarding the appropriate array for determining comparability for the positions covered by this Agreement.

**B.     2012-2013 FISCAL YEAR**

Rates of pay commencing on the first full pay period on or after October 1, 2012, for work performed in the classes Firefighter, Paramedic and Fire Captain under this agreement shall be increased by 2% and are attached as Exhibit "A".

**C.     2013 – 2014 Fiscal Year**

Rates of pay commencing on the first full pay period on or after October 1, 2013, for work performed in the classes Firefighter, Paramedic and Fire Captain under this agreement shall be increased by 2.5% and are attached as Exhibit "B".

**D.     Voluntary Employee's Beneficiary Association (VEBA)**

The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. Effective October 1, 2012, the City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.

E. FUTURE INCREASES IN PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation or 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.

F. STEP PAY PLAN

1. Upon the effective date of this agreement employees will be considered for step increases using the following time schedule:

Step 1            Entry level;

Step 2 -9        Upon successful completion of twelve months of service in Step 1 of the job classification and each step thereafter;

2. 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 probationary/introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately following such adjustment.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than salary table adjustments, an employee must receive a satisfactory evaluation. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees may be considered for more than a one-step increase when recommended by the Fire Chief and approved by the chief administrative officer.

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

6. When an employee is asked to work out of class for more than five full consecutive shifts, they shall be temporarily appointed to the position and receive compensation in the class for which they are working at the beginning of the sixth day. They will be compensated at a level in the new pay range that guarantees at least a 3% increase.

7. The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Payroll Specialist so that it is brought to their attention for correction. The City makes every effort to

correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

8. PROMOTIONS: An employee who is promoted will be placed in the lowest step of his or her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in their new position, they may be reviewed by the Fire Chief for a step increase at this time.

9. DEMOTIONS: The pay of any employee who is demoted will be on the same step of the pay grade for the job classification to which the employee is being demoted.

10. INTRODUCTORY PERIOD: All employees shall serve an introductory period that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Fire Chief shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination, shall be forwarded to the Human Resources Department and Chief Administrative Officer for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests that they be removed from the introductory status will signify successful completion of the introductory period. The Fire Chief may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he or she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

11. REGULAR STATUS: Once an employee successfully completes their introductory period, the employee is then appointed to regular status.

12. CONVERSION FROM UNION TO NON-UNION POSITION:

- a) Medical Leave: If an employee transfers to a non-union position and has the maximum medical leave accrued, then he/she will move to the maximum medical accrual in the new non-union position. If an employee has not reached the maximum medical accrual, then the conversion shall be prorated at a percentage of maximum accrual.
- b) Vacation Leave: The amount of hours in the employee's vacation bank will move with the employee to the non-union position. If the employee is over the vacation bank limit as outlined in the Personnel Rules & Regulations based upon years of service, the employee will not accrue further until he/she is below the allowed amount.

The rule would apply the same in an inverse situation.

**ARTICLE XVI  
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 and the department. Every employee shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

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 union membership.

C. DISCIPLINARY ACTION

Disciplinary Action - Cause: cause for disciplinary action against any employee shall also include any cause so specified in the Personnel Rules or ordinances of the City of Grand Island and the rules and regulations of the City Civil Service Commission.

Disciplinary Action - Reprimand: The fire chief 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.

Disciplinary Action: It is agreed by the parties that all applicable provisions of the Grand Island City Code and the rules and regulations of the City Civil Service Commission are hereby made

part of this agreement and by this reference made part hereof. An employee subject to disciplinary action may have a union representative, attorney, or other person present as the employee's representative during disciplinary proceedings as provided in the Civil Service ordinances and Personnel Rules of the City.

## **ARTICLE XVII 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 Union. 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 or omission; 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 or she has a justifiable grievance shall discuss the request or complaint within ten (10) calendar days with the Union Grievance Committee. If the Committee determines that no grievance exists, then no further action is necessary.
2. Second Step - If the Committee determines that a grievance does exist, the Committee shall present the grievance, in writing, to the fire chief within ten (10) calendar days. The Fire Chief shall consider the grievance and notify the employee in writing within ten (10) 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 ten (10) calendar days after the decision of the Fire 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 or she may appeal, within thirty (30) calendar days after receipt of the City's decision, to a court of competent jurisdiction.

The grievant shall be granted, if requested, up to two (2) shift days leave without pay to prepare the petition. The grievant shall be granted, if requested, up to two (2) shift days leave without pay to present the case in court.

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

An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance.

The time limits provided in this article shall be strictly construed. Unless an extension is agreed to by both parties, failure to comply with the deadlines set forth above shall result in the grievance being conceded by the offending party.

**ARTICLE XVIII  
OTHER BENEFITS**

A. INSURANCE

The City agrees to provide medical and dental 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 plan. Present and future benefits provided under the general group insurance plan shall be accorded the Union as modified. The City agrees to provide life insurance benefits, following the City's current plan.

B. DISCONTINUANCE OF INSURANCE

1. Unless covered under the FMLA policy, an employee who is on a leave of absence without pay will be removed from coverage under the City's 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 or her return.

2. 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, the employee will be

dropped from the life insurance plan. The employee shall pay both the City's premium and employee's premium, if any, during this period.

C. UNION BULLETIN BOARD

The City agrees to provide space for the union to erect one bulletin board in each fire station for the posting of notices pertinent to the good and welfare of the union.

D. UNIFORM ALLOWANCE

All uniformed employees will be paid \$44.16 per month for clothing and uniform allowance, which shall be in addition to the regular salary to which such employees are entitled. Said clothing allowance shall be paid by adding \$22.08 to the employees' paychecks twice per month.

The City will provide to all new hires at the time of hire two (2) short sleeve class B shirts, two (2) long sleeve class B shirts, two (2) pairs of duty pants and two (2) pairs of duty shorts. The City will provide to all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker as is necessary to rotate out as determined by the Chief.

If any such employee shall resign his or her employment, or be terminated for any reason whatsoever, he or she shall be paid clothing allowance on a pro rata basis, but no allowance shall be made for a fraction of a month. Bunker gear paid for by the City shall remain the property of the City.

E. SAFETY COMMITTEE

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of five members: a City safety representative and four union representatives, one from each fire station. At least one firefighter, one paramedic and one fire captain shall be among the union representatives. The final or prime responsibility of the safety program lies with the Fire Chief.

The safety committee will meet at least every 60 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential equipment, and/or apparatus deficiencies will be noted and addressed in a timely manner. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

F. INFECTIOUS DISEASE EXPOSURE: TESTING AND TREATMENT

The City agrees to provide tetanus boosters, hepatitis A, hepatitis B, and meningitis vaccinations, and tuberculosis testing and necessary follow-through without cost to the employee. The City agrees to pay for a baseline test for hepatitis C and follow-up treatment for documented exposure to infectious conditions acquired while on the job.

G. EXCHANGING WORK DAYS

Employees may be allowed to exchange workdays or work in place of an employee regularly scheduled for that day provided the exchange does not result in overtime for either employee. Requests for such an exchange must be submitted in writing not less than three (3) calendar days, if possible, prior to the proposed date of exchange and receive the approval of the fire chief.

H. INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health, medical, and dental insurance. IAFF representation will be included on this committee.

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance and dependent care.

**ARTICLE XIX  
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 offer, nothing in the offer 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 just 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.
9. 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.

## **ARTICLE XX GENERAL PROVISIONS**

### **A. 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.

### **B. MATTERS NOT SPECIFICALLY MENTIONED**

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

### **C. 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 union agrees that it shall deal with City only through the chief administrative officer of the City or designated representative.

### **D. UNION MEETINGS**

Union meetings shall be held at a location other than the City's fire stations.

### **E. UNION CREDENTIALS**

No representative of the Local 647 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 chief administrative officer of the City, or the Fire Chief, and obtaining permission.

F. UNION SOLICITATION

The union agrees that it or its members will not solicit membership in the union or otherwise carry on union activities during working hours or on City property.

G. 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.

H. UNION INTERFERENCE

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.

I. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he or 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.

J. PHYSICAL FITNESS PROGRAM

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

K. FIRE CHIEF

All references herein to the Fire Chief shall mean the head of the department of the City of Grand Island to which the employees covered under this agreement are assigned. The term "Fire Chief" shall include any duly authorized representative acting on behalf of the Fire Chief in accordance with the rules and regulations of the City.

**ARTICLE XXI  
STRIKES AND LOCKOUTS**

A. STRIKES

Neither the union 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 union 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 union authorization, the union 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 union sanction may be summarily discharged or disciplined by the City.

B. LOCKOUTS

The City will not lock out any employee during the term of the offer as a result of a labor dispute with the union.

**ARTICLE XXII  
DURATION OF OFFER**

A. EXPIRATION

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, 2014. The City and the Union agree to adhere to the laws of the State of Nebraska with respect to the Industrial Relations Act.

B. TERM

This labor agreement shall commence upon ratification by both parties and shall be retroactive to October 1, 2012 and shall continue in full force and effect until Midnight, September 30, 2014. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the offer shall continue in full force and effect unless modified in accordance with 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.

**CIR WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2012 through September 30, 2014.

**ARTICLE XXIII  
SEVERABILITY**

If any of the provisions of this offer 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 offer shall remain in full force and effect for the duration of this offer.

**ARTICLE XXIV  
SCOPE OF AGREEMENT**

**A. COMPLETE AGREEMENT**

This constitutes the complete agreement concerning all proper subjects of collective bargaining for the duration of the labor agreement period and supersedes all previous agreements. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

**B. INTERPRETATION**

This Offer has been extended and will be implemented 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 Offer shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

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

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

By \_\_\_\_\_  
Jay Vavricek, Mayor

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

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
AFL-CIO, LOCAL 647

\_\_\_\_\_  
President, Scott Kuehl

# IAFF

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Firefighter/EMT 5005</b>	Hourly	12.8542	13.4669	14.1085	14.7808	15.4852	16.2230	16.9961	17.8059	18.6543
	BiWeekly	1,388.25	1,454.43	1,523.72	1,596.33	1,672.40	1,752.08	1,835.58	1,923.04	2,014.66
	Monthly	3,007.88	3,151.27	3,301.39	3,458.72	3,623.53	3,796.17	3,977.09	4,166.59	4,365.10
	Annual	36,094.50	37,815.18	39,616.72	41,504.58	43,482.40	45,554.08	47,725.08	49,999.04	52,381.16
<b>Firefighter/Para 5010</b>	Hourly	14.3516	14.9845	15.6454	16.3353	17.0556	17.8078	18.5931	19.4130	20.2692
	BiWeekly	1,549.97	1,618.33	1,689.70	1,764.21	1,842.00	1,923.24	2,008.05	2,096.60	2,189.07
	Monthly	3,358.27	3,506.38	3,661.02	3,822.46	3,991.00	4,167.02	4,350.78	4,542.63	4,742.99
	Annual	40,299.22	42,076.58	43,932.20	45,869.46	47,892.00	50,004.24	52,209.30	54,511.60	56,915.82
<b>Fire Captain 5015</b>	Hourly	17.3016	18.0232	18.7747	19.5576	20.3731	21.2227	22.1076	23.0295	23.9899
	BiWeekly	1,868.57	1,946.51	2,027.67	2,112.22	2,200.29	2,292.05	2,387.62	2,487.19	2,590.91
	Monthly	4,048.57	4,217.44	4,393.29	4,576.48	4,767.30	4,966.11	5,173.18	5,388.91	5,613.64
	Annual	48,582.82	50,609.26	52,719.42	54,917.72	57,207.54	59,593.30	62,078.12	64,666.94	67,363.66

# IAFF

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>Firefighter/EMT 5005</b>	Hourly	13.1756	13.8036	14.4612	15.1503	15.8723	16.6286	17.4210	18.2510	19.1207
	BiWeekly	1,422.96	1,490.79	1,561.81	1,636.23	1,714.21	1,795.89	1,881.47	1,971.11	2,065.04
	Monthly	3,083.08	3,230.05	3,383.92	3,545.17	3,714.12	3,891.10	4,076.52	4,270.74	4,474.25
	Annual	36,996.96	38,760.54	40,607.06	42,541.98	44,569.46	46,693.14	48,918.22	51,248.86	53,691.04
<b>Firefighter/Para 5010</b>	Hourly	14.7104	15.3591	16.0365	16.7437	17.4820	18.2530	19.0579	19.8983	20.7759
	BiWeekly	1,588.72	1,658.78	1,731.94	1,808.32	1,888.06	1,971.32	2,058.25	2,149.02	2,243.80
	Monthly	3,442.23	3,594.02	3,752.54	3,918.03	4,090.80	4,271.19	4,459.54	4,656.21	4,861.57
	Annual	41,306.72	43,128.28	45,030.44	47,016.32	49,089.56	51,254.32	53,514.50	55,874.52	58,338.80
<b>Fire Captain 5015</b>	Hourly	17.7341	18.4738	19.2441	20.0465	20.8824	21.7533	22.6603	23.6052	24.5896
	BiWeekly	1,915.28	1,995.17	2,078.36	2,165.02	2,255.30	2,349.36	2,447.31	2,549.36	2,655.68
	Monthly	4,149.77	4,322.87	4,503.11	4,690.88	4,886.48	5,090.28	5,302.51	5,523.61	5,753.97
	Annual	49,797.28	51,874.42	54,037.36	56,290.52	58,637.80	61,083.36	63,630.06	66,283.36	69,047.68

RESOLUTION 2012-316

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the 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 group at the City of Grand Island is represented by the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF) and

WHEREAS, representatives of the City and the IAFF, Local No. 647 met to negotiate a labor agreement, and

WHEREAS, the contract specifies a salary adjustment of 2% during the first year of the labor agreement and 2.75% the second year, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval,

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF) for the period of October 1, 2012 through September 30, 2014.

- -

Adopted by the City Council of the City of Grand Island, Nebraska, on October 30, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form <input type="checkbox"/>
October 26, 2012 <input type="checkbox"/> City