
City of Grand Island



Tuesday, August 20, 2013
Special Meeting - Updated Packet

City Council:

Linna Dee Donaldson
Scott Dugan
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Vaughn Minton
Mitchell Nickerson
Bob Niemann
Mike Paulick

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall

100 E 1st St - Immediately following Study Session

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.

Invocation

Pledge of Allegiance

Roll Call

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.

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, August 20, 2013

Special Meeting - Updated

Item -1

Parks & Recreation 2013-2014 Budget

Staff Contact: Todd McCoy

2012 Actual

2013 Forecasted

2014 Budgeted

	Revenue	Expense	Revenue	Expense	Revenue	Expense
Park Admin	\$ 1,782	\$ 182,472	\$ 3,342	\$ 169,233	\$ 3,621	\$ 181,657
Park Operations	\$ 60,206	\$ 1,091,213	\$ 65,000	\$ 1,191,892	\$ 67,749	\$ 1,278,228
Greenhouse	\$ 1,937	\$ 85,062	\$ 2,389	\$ 91,860	\$ 2,860	\$ 98,800
Cemetery	\$ 100,542	\$ 421,059	\$ 101,310	\$ 447,690	\$ 108,133	\$ 471,366
Recreation	\$ 2,022	\$ 121,036	\$ 1,124	\$ 91,671	\$ 964	\$ 106,979
Playground Pgms	\$ 7,942	\$ 29,328	\$ 9,000	\$ 36,086	\$ 9,000	\$ 37,233

2012 Actual

2013 Forecasted

2014 Budgeted

	Revenue	Expense	Revenue	Expense	Revenue	Expense
Softball	\$ 500	\$ -	\$ 8,000	\$ -	\$ 8,000	\$ -
Stolley Railway	\$ 10,058	\$ 26,881	\$ 12,050	\$ 25,501	\$ 11,025	\$ 24,098
Fieldhouse	\$ 192,896	\$ 194,927	\$ 207,927	\$ 182,247	\$ 213,976	\$ 204,634
Water Park	\$ 552,773	\$ 511,372	\$ 530,000	\$ 543,590	\$ 522,700	\$ 561,624
Lincoln Pool	\$ 23,815	\$ 43,523	\$ 40,000	\$ 43,958	\$ 40,000	\$ 42,324
Shoot Park	\$ 286,031	\$ 382,081	\$ 318,000	\$ 422,108	\$ 307,320	\$ 476,299

2012 Actual

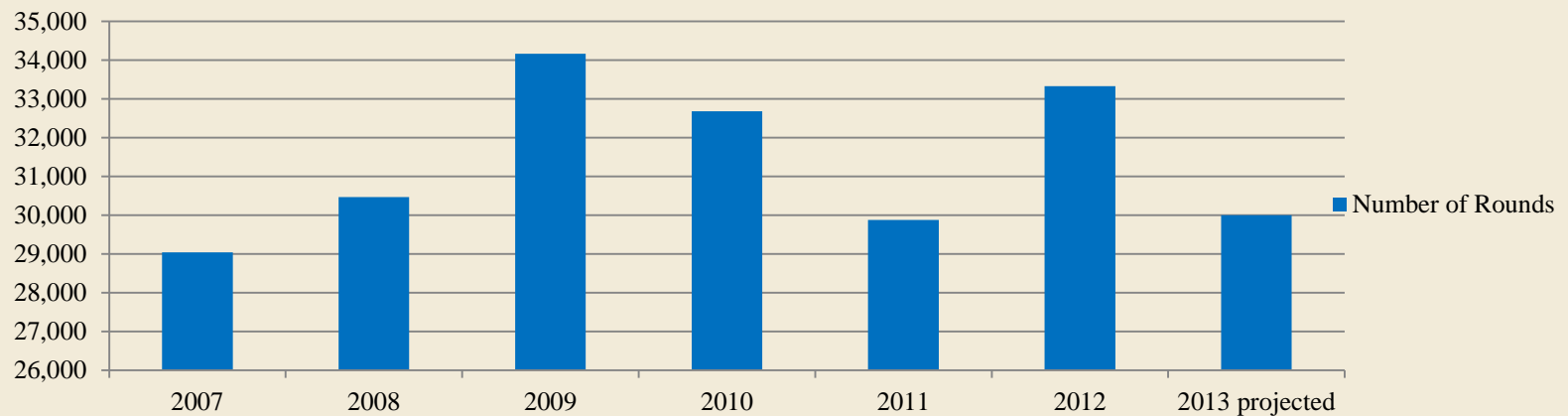
2013 Forecasted

2014 Budgeted

	Revenue	Expense	Revenue	Expense	Revenue	Expense
Band Concerts	\$ -	\$ 2,909	\$ -	\$ 3,500	\$ -	\$ 4,500
Children's Theater	\$ -	\$ 2,978	\$ -	\$ 2,684	\$ -	\$ 2,687
Hershey Track Meet	\$ -	\$ 446	\$ -	\$ 200	\$ -	\$ 708
Flag Football	\$ 6,970	\$ 3,845	\$ 6,150	\$ 2,595	\$ 7,000	\$ 2,597
Soccer	\$ 3,600	\$ -	\$ 4,000	\$ -	\$ 4,000	\$ -


Jackrabbit Run Golf Course

Number of Golf Rounds



	2008	2009	2010	2011	2012	Forecasted 2013	Budgeted 2014
Ending Cash Balance	\$ (262,172)	\$ (213,302)	\$ 120,693	\$ 184,690	\$ 277,940	\$ 196,464	\$ 168,970
Capital Improvements		\$ 43,691	\$ 27,229	\$ 9,000	\$ -	\$ 106,321	\$ 567,538
Expenses	\$ 517,730	\$ 577,566	\$ 572,228	\$ 529,257	\$ 578,667	\$ 615,414	\$ 637,240
Transfer In	\$ -	\$ 329,000	\$ -	\$ -	\$ -	\$ -	\$ 492,538
Revenue	\$ 550,821	\$ 626,436	\$ 577,224	\$ 593,254	\$ 671,917	\$ 640,259	\$ 684,746
Net	\$ 33,091	\$ 334,179	\$ (22,233)	\$ 54,997	\$ 93,250	\$ (81,476)	\$ (27,494)

Golf Course Revenues 2013- 2014

 Green Fees:	\$ 345,000
 Equipment Rental:	\$ 185,000
 Golf Improvements:	\$ 75,000
 Golf Pro Commissions:	\$ 30,000
 Co-Pay Health Ins:	\$ 6,746
 Other Revenue:	\$ 1,500
 Sales Tax:	<u>\$ 41,500</u>
 Total Golf Course Revenues	\$ 684,746

Golf Course 2013-14 Budget

 Personnel - \$314,620





 Operations - \$322,620

 *Capital - \$75,000

 Total Expenditures - \$712,240

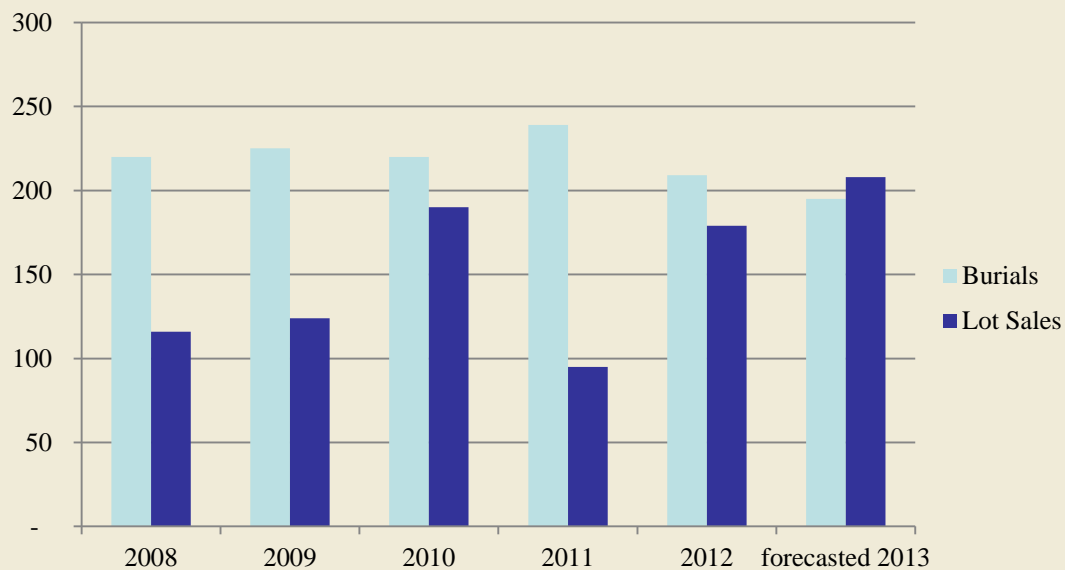
*\$492,538 Irrigation project not include because it will be paid
by loan and reimbursed over 20 years.

2013-2014 Capital Projects

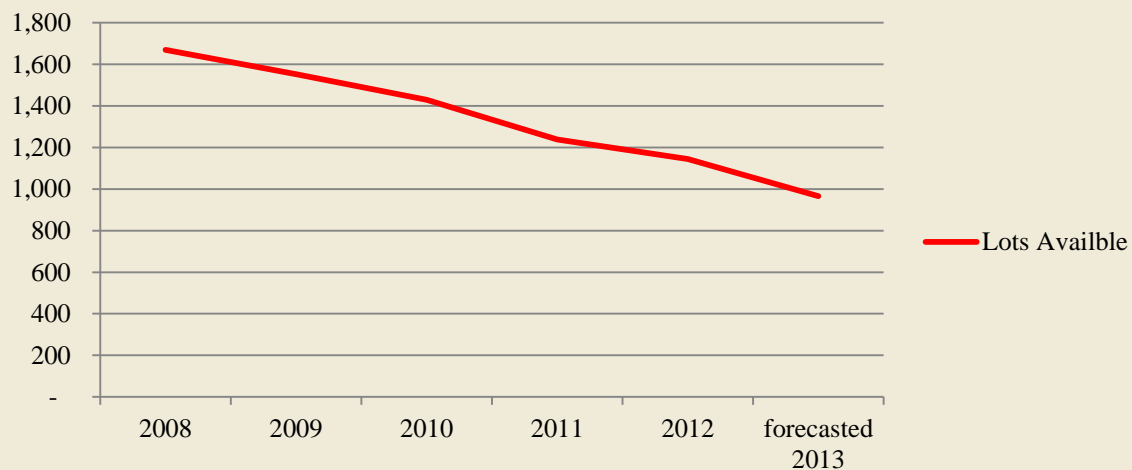
 Clubhouse Building Upgrade: (Replace siding and windows)	\$ 50,000
 Fence Replacement	\$ 25,000
 Irrigation Upgrade Project:	<u>\$492,538</u>
 Total Capital 2014:	\$567,538

Recommending Fee Increases to Fund Capital Expenditures

	2013	2014 <u>Proposed</u>
🇺🇸 \$1.00 increase for 18 hole green fees.	\$ 21	\$ 22
🇺🇸 \$1.00 increase for 18 hole cart rental.	\$ 13	\$ 14
🇺🇸 \$11.00 increase on 18 hole punch card.	\$169	\$180
🇺🇸 Increase season passes by 5%	\$260	\$272.50
🇺🇸 Rate increases are expected to generate \$18,000 - \$20,000 of additional revenue in 2014.		



Burial Lots Available



Cemetery



Proposed Schedule for Cemetery Expansion

 2014 Master Plan and Design
 Cemetery Trust Fund \$65,000

 2015 Phase 1 Construction

 2016 Begin Operation of Expanded Cemetery



City of Grand Island

Tuesday, August 20, 2013

Special Meeting - Updated

Item -2

Central Nebraska Humane Society

Staff Contact: Jaye Monter

2013-2014
Budget Foundation
City of Grand Island

LOAN FORGIVENESS

Central Nebraska Humane Society

- 🇺🇸 November 26, 2002 – Resolution 2002-369
 - Agreement approved giving the Central NE Humane Society use of a portion of Stolley Park to provide a holiday light display
- 🇺🇸 September 9, 2003 – Resolution 2003-265
 - Humane Society pays for all electrical installation work up to \$40,000. Actual loan amount \$39,512.80
 - Humane Society pays 15% of the net annual proceeds from the holiday light display to the City until the balance is paid in full
- 🇺🇸 June 14, 2011– Resolution 2011-146
 - Humane Society will pay \$100 annually starting in 2011 until 2013 with \$10,000 payments beginning in 2014 until the City is paid in full

Central Nebraska Humane Society

Date	Vendor	Check #	Amount	Payments Received	Loan Balance
11/19/2003	23	101951	30,000.00	-	30,000.00
12/24/2003	23	102788	9,512.80	-	39,512.80
1/9/2004				4,273.48	35,239.32
3/1/2005				2,384.24	32,855.08
3/30/2006				2,892.10	29,962.98
2007				-	29,962.98
3/31/2008				1,258.51	28,704.47
6/16/2011		22952		100.00	28,604.47
7/9/2012		23945		100.00	28,504.47
2/19/2013	Dog/Cat License Fee Adjustment			7,525.00	20,979.47
3/15/2013		24546		1,000.00	19,979.47
4/17/2013		24614		1,000.00	18,979.47
5/16/2013		24682		1,000.00	17,979.47

Council Consideration

- Central Nebraska Humane Society current contract for fiscal year 2013-2014 in negotiations with City
- Central Nebraska Humane Society requesting forgiveness of loan \$17,979.47



City of Grand Island

Tuesday, August 20, 2013

Special Meeting - Updated

Item -3

Heartland Public Shooting Park 2013-2014 Budget

Staff Contact: Todd McCoy

Heartland Public Shooting Park



Brief History

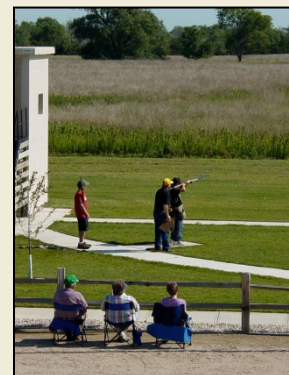
- In 1974 Grand Island Parks & Recreation developed a skeet range along South Locust by the City well field site.
- The Grand Island Skeet and Sporting Clay Club was formed during this time to operate the facility.
- In 2001 the skeet range was required to move from the South Locust site with the arrival of the I-80 interchange project.
- With the support from the Skeet and Sporting Clay Club, the City purchased 412 acres of ground at the former Cornhusker Army Ammunition plant for \$350,000. The Club was able to raise \$175,000 from the Reynolds and Kaufmann-Cummings Foundations to help with the purchase.

- **In February of 2004, City Council authorized \$100,000 be loaned to the Grand Island Skeet and Sporting Clay Club to assist in the cost of relocating the skeet range to it's current location. \$10,000 remains unpaid.**
- April 1, 2004 Heartland Public Shooting Park opened to the public under the management of the GI Skeet and Sporting Clay Club.
- HPSP grew in popularity quickly. At the Skeet Clubs request, the City took over operation of the HPSP in October of 2005.
- Over \$4 million of private and public money has been invested to date at the Heartland Public Shooting Park.



HPSP Today

- Sporting clay range
- Trap machines
- Skeet field
- Multiple rifle and pistol ranges
- 3-D archery range
- Classroom space
- RV park
- Fishing & retriever training lake



Serving the Community

- GI Senior High, Central Catholic, Northwest, and Centura High School trap clubs all call HPSP their home range.
- HPSP provides youth hunter educational classes, bow hunter education, law enforcement training, and safety instructor courses.
- Leagues are provided for skeet, trap, sporting clays, rimfire, action hand gun, and cowboy action.
- Goodwill Platte River Charity Shoot, Indian Island Championships, Hope Harbor Charity Shoot, Kriz-Davis Company Event, Elks Charity Shoot, Nebraska Concrete Association Fun Shoot, Big Brother/Sister Charity Shoot and more!

Nationally Recognized & Providing Local Economic Impact

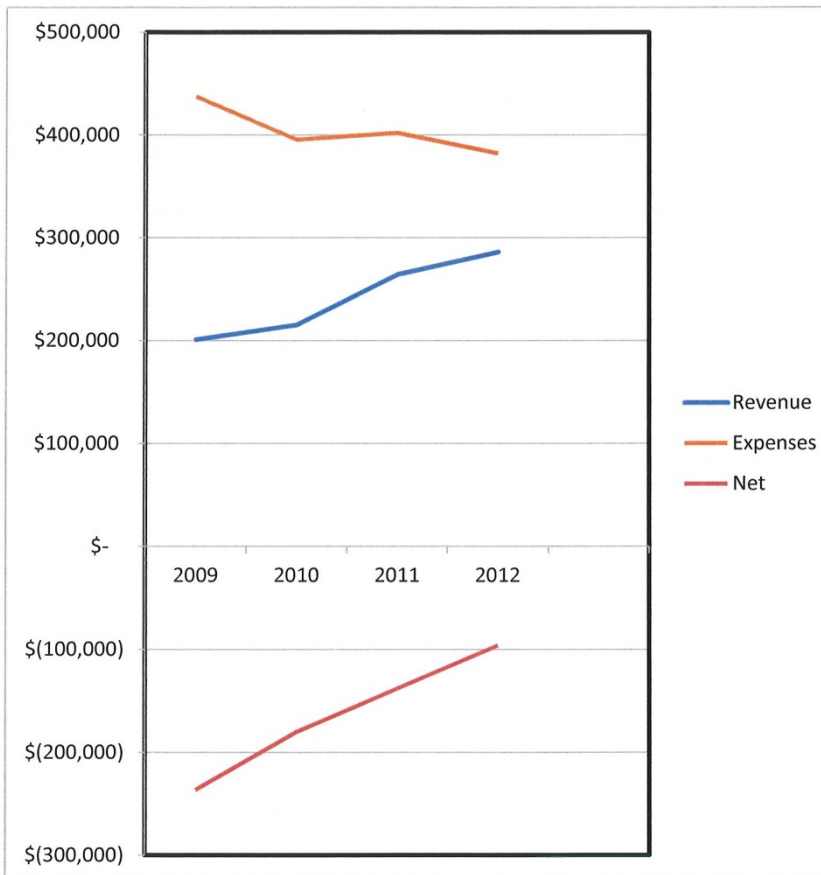
- HPSP has become a nationally recognized recreational shooting sports facility.
- 4-H National Championships
- Zombies in the Heartland
- Collegiate Clay Championship
- ASPSA Area 3 Championships



**Attracting
thousands of
annual visitors!**

Financial Trend

	2009	2010	2011	2012
Revenue	\$ 201,030	\$ 215,398	\$ 264,212	\$ 286,031
Expenses	\$ 437,578	\$ 395,551	\$ 402,107	\$ 382,081
Net	\$ (236,548)	\$ (180,153)	\$ (137,895)	\$ (96,050)



Facility Use Trends

	2008	2009	2010	2011	2012	projected 2013
Trap	3,629	5,954	7,441	5,901	8,600	8,750
Skeet	4,492	4,503	5,554	4,024	4,667	4,750
Rifle/Handgun	2,088	2,296	2,404	3,117	5,351	5,500
5 Stand	683	734	422	685	532	500
Sporting Clays	1,696	2,622	4,009	3,433	3,121	3,200
Total Rounds	12,588	16,109	19,830	17,160	22,271	22,700

Recommend Added Staff

- Heartland Public Shoot Park (HPSP) is one of Central Nebraska's premier recreational attractions. HPSP boosts the local economy by hosting numerous regional and national events, local charity shoots, leagues, and local youth events.
- The customer base and number of events have grown significantly while staff has remained the same. The HPSP staff has overreached its capacity to meet current demand and to facilitate future growth.
- It is recommended to add 0.50 FTE's to the budget to hire a full time office manager position. This position will enhance customer service, improve completion of administrative responsibilities, and allow other staff to focus on shooting sport events to foster future growth.



GI Skeet and Sporting Clay Club Requests Loan Forgiven

- ☞ March 22, 2004 – Resolution 2004-46
 - ☞ Contract approval for the City to loan \$100,000 to GI Skeet and Sporting Clay Club for improvements to the Heartland Public Shooting Park

- ☞ April 14, 2009 – Resolution 2009-85
 - ☞ Remaining \$25,000 will be repaid over the next five years in annual payments of \$5,000

GI Skeet and Sporting Clay Club Requests for final \$10,000 forgiven

The GI Skeet and Sporting Clay Club has facilitated over \$200,000 of donated capital assets to HPSP since the 2004 loan.

Public Address System	2004	\$8,035
Audio & Visual Equipment	2004	\$7,500
Storage Building	2006	\$50,000
Fencing	2007	\$4,850
Shop Building Expansion	2011	\$43,585
Wireless Project	2012	\$32,786
Pavilion Project	2012	\$58,272

GI Skeet and Sporting Clay Club Loan Payments

<u>Date</u>	<u>Payments Received</u>	<u>Loan Balance</u>
Mar-04		\$100,000
Sept-06	\$25,000	\$75,000
Sept-07	\$25,000	\$50,000
Aug-08	\$25,000	\$25,000
Sept-09	\$5,000	\$20,000
Oct-10	\$5,000	\$15,000
Nov-11	\$5,000	\$10,000



City of Grand Island

Tuesday, August 20, 2013

Special Meeting - Updated

Item -4

General Fund 2013-2014 Budget Discussion continued

Staff Contact: Jaye Monter

2013-2014
Budget Foundation
City of Grand Island

GENERAL FUND DISCUSSIONS
CONTINUED

General Fund Cash Balance

	Forecast 9/30/2013	Budget 9/30/2014
Beginning Cash		
Balance 9/30/12	8,463,182	10,157,318
Revenue	39,136,946	40,670,170
Appropriations	(35,482,572)	(40,406,859)
Capital	(1,260,238)	(1,337,987)
Transfer 400 Capital	(700,000)	(700,000)
Ending Cash Balance	10,157,318	8,382,642
Cash Balance Change	1,694,136	(1,774,676)

2014 Budget – Revenues

	2013 Forecast	2014 Budget
Revenue as of 8/6/13	39,136,946	40,670,170
Decreased Revenue Forecast	(8,723)	(1,048)
Pension Transfers In - related to Council decision 8/15/15		483,000
Funding from FTE Vacancies		300,000
True-up of Employee Health Premiums		(37,391)
Insurance Proceeds - Police Vehicle		20,000
Adjusted Revenue	<u>\$ 39,128,223</u>	<u>\$ 41,434,731</u>

2014 Budget – Appropriations

	2013 Forecast	2014 Budget
Appropriations as of 8/6/13	35,482,572	40,406,859
Increased Funding for Problem Resolution Team		25,000
True-up of Salary Adjustments		(101,574)
Adjusted Appropriations	<u>\$ 35,482,572</u>	<u>\$ 40,330,285</u>

2014 Budget – Capital

	2013	2014
	Forecast	Budget
Transfers as of 8/6/13	700,000	700,000
One Time Cash Increase		905,000
transferred to 400 Fund		
future infrastructure needs		
	<u>\$ 700,000</u>	<u>\$ 1,605,000</u>

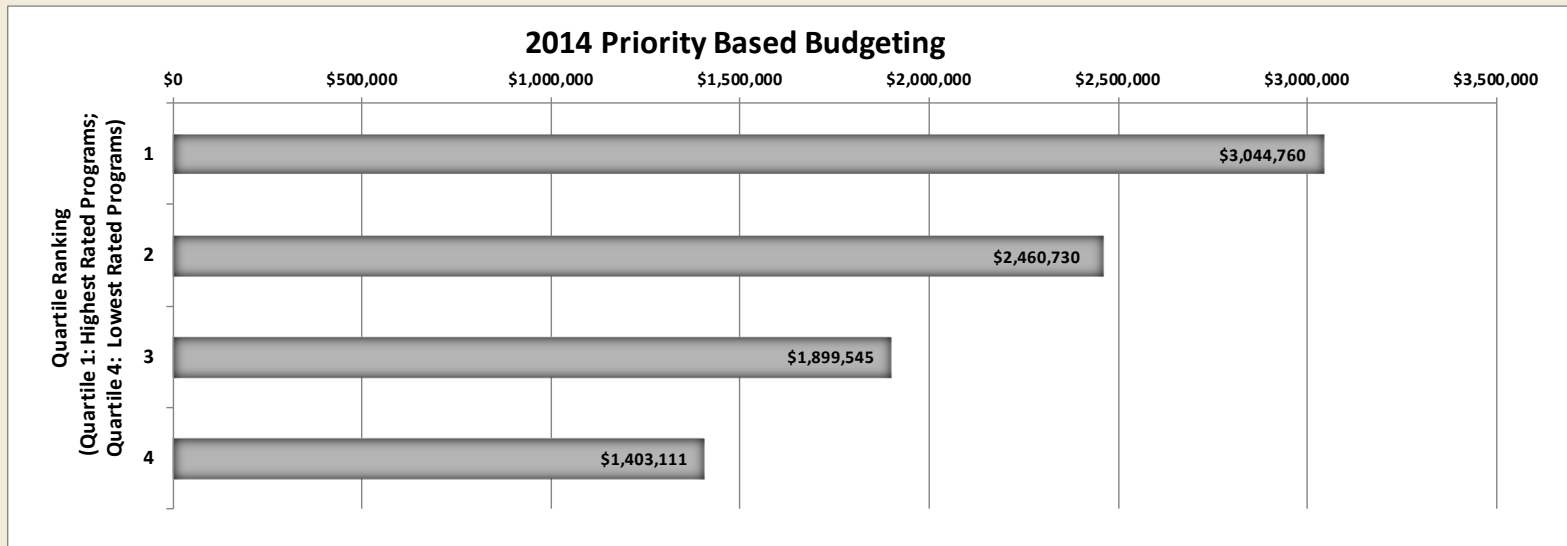
2014 Budget – Transfers to 400 Fund

	2013 Forecast	2014 Budget
Transfers as of 8/6/13	700,000	700,000
One Time Cash Increase transferred to 400 Fund future infrastructure needs		905,000
	<u>\$ 700,000</u>	<u>\$ 1,605,000</u>

2014 Budget Summary

	2013 Forecast	2014 Budget
Beginning Cash Balance	8,463,182	10,082,594
Revenue	39,128,223	41,434,731
Appropriations	(35,482,573)	(40,330,285)
Capital	(1,326,238)	(1,357,987)
Transfers to 400 Fund (Capital)	(700,000)	(1,605,000)
Ending Cash Balance	10,082,594	8,224,053

Increased Appropriations



Quartile Ranking	2012 Budget	2013 Budget	Increase (Reduce) %	Impact	2014 Target Budget
Qrt 1	\$2,846,408	\$2,899,772	5.00%	\$144,988	\$3,044,760
Qrt 2	\$2,164,507	\$2,360,413	4.25%	\$100,317	\$2,460,730
Qrt 3	\$1,743,734	\$1,839,753	3.25%	\$59,792	\$1,899,545
Qrt 4	\$1,306,824	\$1,368,888	2.50%	\$34,223	\$1,403,111
TOTALS	\$8,061,473	\$8,468,826	4.00%	\$339,320	\$8,808,146

Program Prioritization Operating Budget

	2013 Budget	Increase	2014 Target	2014 Budget	Over (Under) Target
Administration	68,160	11,387	79,547	70,172	(9,375)
Economic Development	375,000	-	375,000	420,000	45,000
Mayor	7,972	399	8,371	8,371	-
Council	11,982	599	12,581	12,581	-
Clerk	24,592	774	25,366	25,366	-
Finance	294,052	13,303	307,355	307,302	(53)
Legal	43,504	1,637	45,141	45,087	(54)
City Hall	191,058	4,776	195,834	195,834	-
Human Resources	86,968	3,946	90,914	112,914	22,000

Reasons Over(Under) Target

Admin-\$11,387 included benefit of State Lottery Match 2.5% increase

Economic Development-\$45,000 budgeted Increase

Human Resources-\$22,000 increase due to-6 new salary surveys needed for 2014 contract negotiations

Program Prioritization Operating Budget

	2013 Budget	Increase	2014 Target	2014 Budget	Over (Under) Target
Building	61,127	3,030	64,157	89,157	25,000
Fire	645,062	28,062	673,124	673,123	(1)
Police	1,611,449	61,268	1,672,717	1,690,717	18,000
Emergency Management	91,791	4,300	96,091	78,785	(17,306)
Engineering	92,149	3,755	95,904	95,904	-
Streets	3,270,718	146,103	3,416,821	3,520,841	104,020
Planning	20,155	915	21,070	21,070	-
Library	549,563	17,287	566,850	566,850	-

Reasons Over(Under) Target

Building-\$25,000 increase to PRT Budget

Police-Budgeted increase related to pending contract negotiations with Central NE Humane Society

Emergency Mgmt-Offset to Increase in Personnel Costs to General Fund

Streets-Chip Seal Contract Resolution 2013-61 complete after 9/30/13

Program Prioritization Operating Budget

	2013 Budget	Increase	2014 Target	2014 Budget	Over (Under) Target
Park Administration	14,538	472	15,010	16,338	1,328
Park Operations	336,015	11,453	347,468	387,806	40,338
Greenhouse	14,382	360	14,742	14,742	-
Cemetery	57,579	1,439	59,018	61,529	2,511
Recreation	349,516	14,304	363,820	365,654	1,834
Heartland Public Shoot Park	202,702	8,204	210,906	211,106	200
Public Information	48,792	1,549	50,341	50,341	-
General Fund Subtotal	8,468,826	339,322	8,808,148	9,041,590	233,442

Reason Over(Under) Target

Parks Departments-Increase in Budgeted Revenues in excess of 2.5% projected revenue growth

Program Prioritization Payroll Budget

	2013	2014	Authorized
	Budget	Budget	Increase
Combined Administration	2,932,579	3,129,229	196,650
Building	866,624	923,241	56,617
Fire	5,970,066	6,386,222	416,156
Police	7,363,489	8,723,086	1,359,597
Emergency Management	1,000,597	1,122,677	122,080
Public Works	2,623,876	2,991,889	368,013
Planning	228,116	251,137	23,021
Library	1,124,599	1,205,505	80,906
Parks & Recreation	2,308,160	2,436,059	127,899
General Fund	24,418,106	27,169,045	2,750,939

Projected Growth

	2013 Forecast	2014 Budget	2015	2016	2017
Beginning Cash	8,463,182	10,082,594	8,224,053	6,211,363	2,152,691
Revenue	39,128,223	41,434,731	42,677,773	43,958,106	45,276,849
Personnel Services	23,615,576	27,177,954	29,895,749	32,885,324	34,529,591
Operating Expense	8,881,724	9,539,793	9,825,987	10,120,766	10,424,389
Transfers Out	1,616,616	3,147,538	1,500,000	1,500,000	1,500,000
Dept Equipment	1,326,238	1,357,987	1,398,727	1,440,688	1,483,909
Debt Payments	2,068,657	2,070,000	2,070,000	2,070,000	1,271,000
Total Appropriations	37,508,811	43,293,272	44,690,463	48,016,778	49,208,889
Ending Cash	10,082,594	8,224,053	6,211,363	2,152,691	(1,779,349)

Assumptions: No New Tax Authority

3% Revenue Growth in all Years

10% Personnel Services Growth in 2015, 2016, 5% in 2017

No Additional Employees

3% Operating Expense Growth in all Years

3% Department Equipment Growth in all Years

Debt payments based on actual payment schedule

2013-2014 Budget Meeting Schedule Updated

Tuesday, August 6, 2013 - Study Session		Thursday, August 8, 2013 - Study Session	
General Fund Overview and Capital		Enterprise Funds	
400 Capital Fund		Fee Schedule	
MPO Budget			
Tuesday, August 13, 2013 - Council Meeting		Thursday, August 15, 2013 - Special Meeting	
Health Insurance, Insurance Reserve Fund		Community Redevelopment Authority	
2014 Full-Time Equivalents requests		Fire Reserve	
		General Fund Discussions continued	
Tuesday, August 20, 2013 - Special Meeting		Thursday, August 22, 2013 - No Meeting	
**Receipt of property tax valuation		No meeting necessary-Council to form questions for	
Golf, Cemetery, Recreation		public hearing August 27, 2013.	
Heartland Public Shoot Park		Monday, August 26, 2013-No Meeting	
Humane Society		Questions from Council due to Administration	
Salary Ordinance, FOP Contract		Tuesday, August 27, 2013 - Special Meeting	
Health Insurance		Public Hearing 2013-2014 Budget City/CRA	
General Fund Budget Discussion continued		Address Questions from Council	
Thursday, August 29, 2013 - Special Meeting		Tuesday, September 10, 2013 - Council Meeting	
Public Hearing 2013-2014 Budget City/CRA continued		Public Hearing 2013-2014 Budget City/CRA continued	
Address Questions from Council continued		Public Hearing Tax Requests	
Approve Lid Limit Increase		Board of Equalization for BIDs	
		Public Hearing Downtown Parking District No. 1	
		Ordinance Approving 2013-2014 City/CRA Budget	



City of Grand Island

Tuesday, August 20, 2013

Special Meeting - Updated

Item F1

#9439 - Consideration of Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 20, 2013

Subject: Salary Ordinance

Item #'s: F-1

Presenter(s): Brenda Sutherland, Human Resources Director

Background

A Salary Ordinance is presented each year as a part of the budget process. Wages for City employees are presented to the City Council for approval in the form of a salary ordinance. Some wages are set as a part of negotiated labor agreements and others through salary surveys that are conducted.

Discussion

Wages for the proposed FOP labor agreement are presented for approval. The first year of the agreement wages will increase for positions of police officer and sergeant by 7% at the bottom step and 8% at the top step. This is a result of a newly negotiated labor agreement that has also been brought forward for Council consideration at this meeting.

The Training and Special Events Bank will be reduced from fifty (50) hours to thirty (30) hours.

Additionally, there are changes in the Ordinance to reflect the wages that have been agreed to by Council for the employees covered under the AFSCME, IAFF and IBEW labor agreements. The AFSCME wage scale will increase by 1.5% and the IAFF wage scale will increase by 2.5%. The IBEW Finance, Service/Clerical, Wastewater and Utilities agreements will increase by 2.75%.

The non-union positions were surveyed this summer by Paul Essman. As the City has become a metropolitan statistical area (MSA) a new array has been used as will be the case for labor negotiations going forward as well. The Cities used in the new array for non-union employees are as follows; Ames, IA, Cheyenne, WY, Iowa City, IA, Jefferson City, MO, Lawrence, KS, Rapid City, SD, Manhattan, KS, Sioux City, IA and St. Joseph,

MO. As it is difficult to find matches for power generating utilities, public utilities were used for comparable matches.

As is the case with all surveys, there were positions that experienced no movement, some that saw small movement and others that will have significant movement. The non-union increases are being implemented in a similar fashion as those for the FOP in that positions that are experiencing greater than a 5% increase will be spread out over the course of three years. Attached is a chart that shows the scheduled salary changes for years 2013, 2014 and 2015. Some positions will be at market midpoint in the first year and therefore a 0% is listed in following years. Those positions would be eligible for an across the board increase. Where I have indicated a 0% at the bottom or the top step in future years means that the step needs to remain unchanged to get closer to comparability. I have recommended changes to both the top and bottom steps to bring the City of Grand Island into comparability in its new array.

New positions have been added to this salary ordinance. The new positions include the MPO Program Manager with a salary range of \$23.6000- \$35.0800, Civil Engineer I with a salary range of \$27.0775 - \$38.0973, Civil Engineer II with a salary range of \$31.4068 - \$44.1455, the Office Coordinator at the Heartland Shooting Park with a range of \$15.1173 - \$21.4842, a GIS Coordinator with a range of \$24.5800 – \$37.3300 and a Registered Land Surveyor with a range of \$24.1600 – 34.2000. The Fire Department is recommending splitting the Division Chiefs by their titles/duties and setting their salary ranges according to comparability.

The attached chart shows future movement that will need to be planned for in future budgets. Next year the City will be negotiating six labor agreements that may be impacted similarly by the new array. As the City moves forward, a 5% -6% budgeted salary increase may be needed until we are in line with comparability.

The wages represented in this proposed Ordinance are included in the proposed 2013/2014 fiscal year budget.

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 proposed Salary Ordinance No. 9439.

Sample Motion

Move to approve Salary Ordinance No. 9439.

ORDINANCE NO. 9439

An ordinance to amend Ordinance 9424 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 add the non-union positions and salary ranges for Life Safety Inspector, Shift Commander, Wastewater Plant Project Manager, Wastewater Plant Regulatory Compliance Manager; to remove the positions and salary ranges of Wastewater Engineering/Operations Superintendent and the Wastewater Plant Process Supervisor; to remove the reference to the voluntary uniform allowance in Section 8 for Engineering Technician Supervisor a position that was removed in Ordinance 9268; to add the non-union positions and salary ranges for MPO Program Manager, GIS Coordinator-PW, Registered Land Surveyor, and Office Coordinator - Shooting Park, Civil Engineer I, and Civil Engineer II; to amend the salary ranges of non-union employees; to move the position of Life Safety Inspector from non-union to the IAFF labor agreement; to amend the salary ranges of the employees covered under the AFSCME labor agreement, IBEW-Utilities and IBEW-Finance labor agreements, the IBEW-WWTP labor agreement, the IBEW-Service/Clerical labor agreement, the FOP labor agreement and the IAFF labor agreement; and~~ to repeal those portions of Ordinance No. 9424 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

Approved as to Form ☐ _____
 ☒ City Attorney

ORDINANCE NO. 9439(Cont.)

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 <u>/32.0978</u>	Exempt
Accounting Technician – Solid Waste	15.5678/20.4664 <u>16.5408/21.4897</u>	40 hrs/week
Assistant to the City Administrator	21.8156/30.7100	Exempt
Assistant Utilities Director – Distribution	42.3235/59.5726 <u>44.4396/62.7001</u>	Exempt
Assistant Utilities Director – Production	45.8314/64.5335 <u>48.1230/67.9215</u>	Exempt
Assistant Utilities Director – Transmission	45.8314/64.5335 <u>48.1230/67.9215</u>	Exempt
Attorney	27.9079/43.0605	Exempt
Biosolids Technician	17.6851/ 24.8946 <u>/26.0771</u>	40 hrs/week
Building Department Director	32.6923/ 46.5165 <u>/47.7958</u>	Exempt
CADD Operator	20.0830/ 28.3238 <u>/28.8903</u>	40 hrs/week
Cemetery Superintendent	19.0049/26.7560 <u>19.9551/28.4283</u>	Exempt
City Administrator	55.9204/78.6858 <u>58.3875/77.1429</u>	Exempt
City Attorney	38.6391/54.3834 <u>39.5085/56.9666</u>	Exempt
City Clerk	23.3413/32.8583 <u>24.6251/34.9120</u>	Exempt
<u>Civil Engineer I</u>	27.0775/38.0973	<u>Exempt</u>
<u>Civil Engineer II</u>	31.4068/44.1455	<u>Exempt</u>
Civil Engineering Manager – Utility PCC	33.2113/47.4194 <u>34.2076/49.7904</u>	Exempt
Collection System Supervisor	22.4072/31.8516	40 hrs/week
Community Service Officer	12.5580/17.0727 <u>13.1859/18.0971</u>	40 hrs/week
Crime Analyst	16.9250/23.9146 <u>17.8982/25.4093</u>	40 hrs/week
Custodian – Library, Police	11.5082/16.2398 <u>12.0836/17.0518</u>	40 hrs/week
Customer Service Representative – Part time	8.3028/12.4542 <u>8.6349/12.9524</u>	40 hrs/week
Electric Distribution Superintendent	32.4329/44.4511 <u>34.0545/46.6736</u>	Exempt

ORDINANCE NO. 9439(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Electric Distribution Supervisor	27.3888/37.5598 28.7582/39.4378	40 hrs/week
Electric Underground Superintendent	28.8834/39.5940 30.3276/41.5738	Exempt
Electrical Engineer I	26.2888/36.2831 27.0775/38.0973	Exempt
Electrical Engineer II	30.4920/42.0433 31.4068/44.1455	Exempt
Emergency Management Deputy Director	22.1684/30.3155 23.2769/31.9071	Exempt
Emergency Management Director	31.5506/43.1330 33.1281/45.3975	Exempt
Engineering Technician - WWTP	19.5842/27.6691	40 hrs/week
Equipment Operator - Solid Waste	15.6941/22.1018 16.4788/23.2069	40 hrs/week
Finance Director	37.0389/52.1218 38.4279/54.8583	Exempt
Fire Chief	35.3388/50.0763 37.1058/52.7053	Exempt
Fire <u>EMS</u> Division Chief	28.9011/41.7174 30.3461/43.8033	Exempt
<u>Fire Operations Division Chief</u>	30.3461/43.8033	<u>Exempt</u>
<u>Fire Prevention Division Chief</u>	30.3461/43.8033	<u>Exempt</u>
Fleet Services Shop Foreman	19.9371/27.7729 20.9340/29.5087	40 hrs/week
<u>GIS Coordinator - PW</u>	24.5800/37.3300	<u>40 hrs/week</u>
Golf Course Superintendent	23.6733/34.1660	Exempt
Grounds Management Crew Chief – Cemetery	17.7504/24.9797 18.1054/26.2287	40 hrs/week
Grounds Management Crew Chief – Parks	18.2829/25.7289 19.0599/27.0153	40 hrs/week
Human Resources Director	33.4291/47.6270 /49.5321	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	17.9029/26.3095 18.5295/27.9538	40 hrs/week
Human Resources Recruiter	17.9029/26.3095 18.5295/27.9538	40 hrs/week
Human Resources Specialist	16.5454/23.2779 17.6209/25.9549	40 hrs/week
Information Technology Manager	30.0500/42.2806 31.5525/45.4516	Exempt
Legal Secretary	19.6880/26.4755 /26.6079	40 hrs/week
Librarian I	17.1973/23.9225 17.8423/25.0589	Exempt
Librarian II	19.0445/26.8284	Exempt

ORDINANCE NO. 9439(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>19.7586/28.1028</u>	
Library Assistant I	12.0495/ 16.5849 <u>/17.4141</u>	40 hrs/week
Library Assistant II	<u>13.2741/18.2973</u> <u>13.9378/19.2122</u>	40 hrs/week
Library Assistant Director	<u>21.6911/30.9176</u> <u>24.1856/35.5553</u>	Exempt
Library Director	<u>29.3500/41.3135</u> <u>31.9181/45.7548</u>	Exempt
Library Page	7.7112/ 10.6691 <u>/10.9625</u>	40 hrs/week
Library Secretary	<u>14.4158/20.4872</u> <u>14.8122/21.0506</u>	40 hrs/week
Life Safety Inspector	19.5217/27.6989	40 hrs/week
Maintenance Worker – Golf	<u>14.4702/20.4067</u> <u>14.8681/21.4781</u>	40 hrs/week
Manager of Engineering Services	<u>31.9969/45.9249</u> <u>32.3969/48.2211</u>	Exempt
Meter Reader Supervisor	<u>18.2004/25.6316</u> <u>18.2914/26.7210</u>	Exempt
<u>MPO Program Manager</u>	<u>23.6000/35.0800</u>	<u>Exempt</u>
<u>Office Coordinator – Shooting Park</u>	<u>15.1173/21.4842</u>	<u>40 hrs/week</u>
Office Manager – Police Department	<u>15.7649/21.8370</u> <u>16.5531/22.9288</u>	40 hrs/week
Parks and Recreation Director	<u>33.1958/46.6910</u> <u>34.8556/49.9594</u>	Exempt
Parks Superintendent	<u>23.1960/32.8064</u> <u>24.3558/34.9389</u>	Exempt
Payroll Specialist	<u>16.5454/23.2779</u> <u>17.3727/24.4418</u>	40 hrs/week
Planning Director	<u>32.9151/46.3066</u> <u>34.5609/49.0850</u>	Exempt
Police Captain	<u>27.7936/39.0959</u> <u>29.5308/41.0508</u>	Exempt
Police Chief	<u>35.3388/50.0763</u> <u>37.1058/52.7053</u>	Exempt
Power Plant Maintenance Supervisor	<u>29.1128/40.9509</u> <u>30.0590/42.4865</u>	Exempt
Power Plant Operations Supervisor	<u>30.3053/43.6313</u> <u>31.8206/45.8129</u>	Exempt
Power Plant Superintendent – Burdick	<u>33.1911/46.7060</u> <u>34.8506/49.1581</u>	Exempt
Power Plant Superintendent – PGS	<u>38.2643/53.8199</u> <u>40.1775/56.6455</u>	Exempt
Project Manager – Public Works	29.5060/41.5140	Exempt
Public Information Officer	<u>20.8400/29.3296</u>	Exempt

ORDINANCE NO. 9439(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>21.1425/31.8960</u>	
Public Works Director	<u>37.1814/52.3223</u> <u>38.8546/54.9384</u>	Exempt
Public Works Engineer	30.8040/ <u>43.3500</u> <u>/44.5421</u>	Exempt
Receptionist	<u>12.8693/18.6191</u> <u>13.5449/19.9690</u>	40 hrs/week
Recreation Coordinator	<u>16.8131/23.4554</u> <u>17.6958/25.3319</u>	Exempt
Recreation Superintendent	<u>21.7221/31.1666</u> <u>24.2201/35.4520</u>	Exempt
<u>Registered Land Surveyor</u>	<u>24.1600/34.2000</u>	<u>Exempt</u>
Regulatory and Environmental Manager	<u>28.7103/40.3848</u> <u>29.5716/42.4040</u>	Exempt
Senior Accountant	27.3163/38.0269	Exempt
Senior Electrical Engineer	<u>33.3669/46.0079</u> <u>34.3679/48.3083</u>	Exempt
Senior Public Safety Dispatcher	<u>16.8132/22.9781</u> <u>17.6539/23.6674</u>	40 hrs/week
Senior Utility Secretary	<u>14.8672/21.2293</u> <u>15.2760/21.8131</u>	40 hrs/week
Shift Commander	<u>20.0200/26.7093</u> <u>21.0210/27.5106</u>	212 hrs/28 days
Shooting Range Superintendent	<u>21.7221/31.1666</u> <u>22.5910/33.1924</u>	Exempt
Solid Waste Division Clerk - Full Time	<u>14.8309/19.8645</u> <u>15.7208/20.8577</u>	40 hrs/week
Solid Waste Division Clerk - Part Time	<u>13.2052/18.0379</u> <u>13.9975/18.9398</u>	40 hrs/week
Solid Waste Foreman	<u>16.4790/23.1878</u> <u>17.6737/24.9849</u>	40 hrs/week
Solid Waste Superintendent	<u>23.8484/33.5591</u> <u>25.3985/36.7473</u>	Exempt
Street Superintendent	<u>24.3895/35.5048</u> <u>25.6090/37.2800</u>	Exempt
Street Foreman	<u>19.1795/27.2539</u> <u>20.1385/28.8891</u>	40 hrs/week
Turf Management Specialist	21.2760/30.1185	40 hrs/week
Utilities Director	<u>53.9371/77.2888</u> <u>58.5218/81.9261</u>	Exempt
Utility Production Engineer	<u>34.1231/48.0224</u> <u>35.1468/50.4235</u>	Exempt
Utility Services Manager	27.7625/38.6391	Exempt
Utility Warehouse Supervisor	<u>22.6459/31.6337</u> <u>23.8914/33.2154</u>	40 hrs/week
Victim Assistance Unit Coordinator	<u>13.0250/18.3388</u>	40 hrs/week

ORDINANCE NO. 9439(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>13.6763/19.2557</u>	
Wastewater Plant Chief Operator	<u>19.6672/27.7209</u> <u>20.6506/29.1069</u>	40 hrs/week
Wastewater Plant Engineer	31.9969/ 45.9249 <u>/46.6138</u>	Exempt
Wastewater Plant Operations Engineer	30.8040/ 43.3500 <u>/44.0003</u>	Exempt
Wastewater Plant Maintenance Supervisor	23.7771/32.0177	40 hrs/week
Wastewater Plant Project Manager	29.5060/41.5140	Exempt
Wastewater Plant Regulatory Compliance Manager	25.2356/ 35.5355 <u>/36.0685</u>	Exempt
Water Superintendent	<u>25.1378/35.5048</u> <u>26.3948/37.9014</u>	Exempt
Water Supervisor	<u>21.7014/31.2704</u> <u>22.7865/32.8339</u>	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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	<u>14.5767/21.5934</u> <u>14.7954/21.9173</u>	40 hrs/week

ORDINANCE NO. 9439(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fleet Services Mechanic	<u>16.6282/24.6359</u> <u>16.8776/25.0054</u>	40 hrs/week
Horticulturist	<u>15.3913/22.8439</u> <u>15.6222/23.1866</u>	40 hrs/week
Maintenance Worker – Cemetery	<u>14.4663/21.4480</u> <u>14.6833/21.7697</u>	40 hrs/week
Maintenance Worker – Parks	<u>14.3698/21.3172</u> <u>14.5853/21.6370</u>	40 hrs/week
Maintenance Worker – Streets	<u>14.0660/20.8518</u> <u>14.2770/21.1646</u>	40 hrs/week
Senior Equipment Operator – Streets	<u>15.9708/23.6876</u> <u>16.2104/24.0429</u>	40 hrs/week
Senior Maintenance Worker – Streets	<u>15.9708/23.6876</u> <u>16.2104/24.0429</u>	40 hrs/week
Traffic Signal Technician	<u>15.9708/23.6876</u> <u>16.2104/24.0429</u>	40 hrs/week

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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	<u>14.9673/19.8062</u> <u>15.3789/20.3509</u>	40 hrs/week
Cashier	<u>13.7374/18.7196</u> <u>14.1152/19.2344</u>	40 hrs/week
Custodian	<u>16.0413/18.9426</u> <u>16.4824/19.4635</u>	40 hrs/week
Electric Distribution Crew Chief	<u>29.3015/37.2660</u> <u>30.1073/38.2908</u>	40 hrs/week
Electric Underground Crew Chief	<u>29.3015/37.2660</u> <u>30.1073/38.2908</u>	40 hrs/week
Engineering Technician I	<u>18.4653/26.4203</u> <u>18.9731/27.1469</u>	40 hrs/week
Engineering Technician II	<u>22.8267/31.2985</u> <u>23.4544/32.1592</u>	40 hrs/week
GIS Coordinator	<u>23.4851/32.9545</u> <u>24.1309/33.8607</u>	40 hrs/week
Instrument Technician	<u>27.5431/36.3866</u>	40 hrs/week

ORDINANCE NO. 9439(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>28.3005/37.3872</u>	
Lineworker Apprentice	<u>17.8613/26.1902</u> <u>18.3525/26.9104</u>	40 hrs/week
Lineworker First Class	<u>27.0737/32.0204</u> <u>27.8182/32.9010</u>	40 hrs/week
Materials Handler	<u>22.2927/29.8827</u> <u>22.9057/30.7045</u>	40 hrs/week
Meter Reader	<u>16.0618/20.9450</u> <u>16.5035/21.5210</u>	40 hrs/week
Meter Technician	<u>21.5951/26.6894</u> <u>22.1890/27.4234</u>	40 hrs/week
Power Dispatcher I	<u>27.0437/37.6013</u> <u>27.7874/38.6353</u>	40 hrs/week
Power Dispatcher II	<u>28.4043/39.4869</u> <u>29.1854/40.5728</u>	40 hrs/week
Power Plant Maintenance Mechanic	<u>25.5997/31.8764</u> <u>26.3037/32.7530</u>	40 hrs/week
Power Plant Operator	<u>30.2423/35.2271</u> <u>31.0740/36.1958</u>	40 hrs/week
Senior Accounting Clerk	<u>16.8236/22.0375</u> <u>17.2862/22.6435</u>	40 hrs/week
Senior Engineering Technician	<u>28.8821/35.3452</u> <u>29.6764/36.3172</u>	40 hrs/week
Senior Materials Handler	<u>25.6677/33.4801</u> <u>26.3736/34.4008</u>	40 hrs/week
Senior Meter Reader	<u>19.0229/22.5779</u> <u>19.5460/23.1988</u>	40 hrs/week
Senior Power Dispatcher	<u>32.8576/45.0898</u> <u>33.7612/46.3298</u>	40 hrs/week
Senior Power Plant Operator	<u>29.8174/38.2249</u> <u>30.6374/39.2761</u>	40 hrs/week
Senior Substation Technician	<u>35.1077/36.3866</u> <u>36.0732/37.3872</u>	40 hrs/week
Senior Water Maintenance Worker	<u>20.8590/27.4666</u> <u>21.4326/28.2219</u>	40 hrs/week
Substation Technician	<u>32.5005/33.7907</u> <u>33.3943/34.7199</u>	40 hrs/week
Systems Technician	<u>28.6421/36.3866</u> <u>29.4298/37.3872</u>	40 hrs/week
Tree Trim Crew Chief	<u>25.6577/31.8632</u> <u>26.3633/32.7394</u>	40 hrs/week
Utility Electrician	<u>25.7121/33.7907</u> <u>26.4192/34.7199</u>	40 hrs/week
Utility Technician	<u>25.1128/35.3247</u> <u>25.8034/36.2961</u>	40 hrs/week
Utility Warehouse Clerk	<u>18.5559/22.8936</u> <u>19.0662/23.5232</u>	40 hrs/week

ORDINANCE NO. 9439(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Water Maintenance Worker	17.3788/24.0331 <u>17.8567/24.6940</u>	40 hrs/week
Wireworker I	19.5235/27.6062 <u>20.0604/28.3654</u>	40 hrs/week
Wireworker II	27.0737/32.0204 <u>27.8182/32.9010</u>	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:

Classification	Hourly Pay Range Min/Max	
Police Officer	18.1153/25.3239 <u>19.3834/ 27.3498</u>	
Police Sergeant	22.6731/31.0673 <u>24.2602/ 33.5527</u>	

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 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

ORDINANCE NO. 9439(Cont.)

eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of ~~fifty-thirty~~ (5030) 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~~ Training and ~~special~~ Special events 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~~ Training and ~~special~~ Special events 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	47.3016/23.9899 17.7341/24.5896	212 hrs/28 days
Firefighter / EMT	42.8542/18.6543 13.1756/19.1207	212 hrs/28 days
Firefighter / Paramedic	44.3516/20.2692 14.7104/20.7759	212 hrs/28 days
<u>Life Safety Inspector</u>	<u>19.5217/27.6989</u>	<u>40 hrs/week</u>

ORDINANCE NO. 9439(Cont.)

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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	<u>14.7941/20.8166</u> <u>15.2009/21.3891</u>	40 hrs/week
Equipment Operator – WWTP	<u>16.7956/23.6332</u> <u>17.2575/24.2831</u>	40 hrs/week
Maintenance Mechanic I	<u>16.7956/23.6332</u> <u>17.2575/24.2831</u>	40 hrs/week
Maintenance Mechanic II	<u>18.8056/26.4615</u> <u>19.3228/27.1892</u>	40 hrs/week
Maintenance Worker – WWTP	<u>16.7956/23.6332</u> <u>17.2575/24.2831</u>	40 hrs/week
Senior Equipment Operator – WWTP	<u>18.1547/25.5454</u> <u>18.6540/26.2479</u>	40 hrs/week
Wastewater Clerk	<u>12.6376/17.7821</u> <u>12.9851/18.2711</u>	40 hrs/week
Wastewater Plant Laboratory Technician	<u>17.8292/25.0874</u> <u>18.3195/25.7773</u>	40 hrs/week
Wastewater Plant Operator I	<u>15.0216/21.1372</u> <u>15.4347/21.7185</u>	40 hrs/week
Wastewater Plant Operator II	<u>16.7956/23.6332</u> <u>17.2575/24.2831</u>	40 hrs/week

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

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work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	15.8461/21.1529 16.2819/21.7346	40 hrs/week
Accounts Payable Clerk	15.0304/21.7460 15.4437/22.3440	40 hrs/week
Administrative Assistant	15.6343/22.4239 16.0642/23.0406	40 hrs/week
Audio Video Technician	15.7825/22.2650 16.2165/22.8773	40 hrs/week
Building Inspector	19.5217/27.6989 20.0585/28.4606	40 hrs/week
Building Secretary	14.7127/20.9092 15.1173/21.4842	40 hrs/week
Community Development Administrator	17.0325/24.4895 17.5009/25.1630	40 hrs/week
Community Development Specialist	15.6343/22.4239 16.0642/23.0406	40 hrs/week
Computer Operator	18.9920/24.9662 19.5143/25.6528	40 hrs/week
Computer Programmer	21.6612/31.7452 22.2569/32.6182	40 hrs/week
Computer Technician	19.5618/25.7156 20.0997/26.4228	40 hrs/week
Electrical Inspector	19.5217/27.6989 20.0585/28.4606	40 hrs/week
Emergency Management Coordinator	14.7127/20.9092 15.1173/21.4842	40 hrs/week
Engineering Technician – Public Works	20.0830/28.3238 20.6353/29.1027	40 hrs/week
Evidence Technician	14.6068/21.3752 15.0085/21.9630	40 hrs/week
Finance Secretary	14.7127/20.9092 15.1173/21.4842	40 hrs/week
GIS Coordinator	22.2676/31.2460 22.8800/32.1053	40 hrs/week
Maintenance Worker I – Building, Library	15.3482/20.7715 15.7703/21.3427	40 hrs/week
Maintenance Worker II – Building, Police	16.1744/21.9260 16.6192/22.5290	40 hrs/week
Parks and Recreation Secretary	14.7127/20.9092 15.1173/21.4842	40 hrs/week
Planning Secretary	14.7127/20.9092 15.1173/21.4842	40 hrs/week
Planning Technician	20.1433/28.3407	40 hrs/week

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	<u>20.6972/29.1201</u>	
Plans Examiner	<u>19.5217/27.6989</u> <u>20.0585/28.4606</u>	40 hrs/week
Plumbing Inspector	<u>19.5217/27.6989</u> <u>20.0585/28.4606</u>	40 hrs/week
Police Records Clerk – Full Time	<u>13.1344/18.2824</u> <u>13.4956/18.7852</u>	40 hrs/week
Public Safety Dispatcher	<u>14.8292/21.6612</u> <u>15.2370/22.2569</u>	40 hrs/week
Shooting Range Operator	<u>20.3795/27.6247</u> <u>20.9399/28.3844</u>	40 hrs/week
Stormwater Technician	<u>20.0830/28.3238</u> <u>20.6353/29.1027</u>	40 hrs/week
Utility Secretary	<u>14.7127/20.9092</u> <u>15.1173/21.4842</u>	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 and Shift Commanders shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$529.92 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

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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 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-by pay shall be entitled to the same stand-by pay benefit.

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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, Water Supervisor, and Electric Underground Superintendent 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 and the Shift Commanders 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

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hundred ninety-eight and eighty-eight hundredths hours (calculated at 38% x 1,576 hours = 598.88 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 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% x 1064 hours = 399 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% x 1084 hours = 433.60 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% x 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% x 1064 hours = 478.80 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~~ four hundred eighty hours

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(calculated at 37.5% x ~~1,080~~ 1,280 hours = ~~405~~ 480 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, not to exceed ~~five hundred forty hours~~ six hundred forty hours (50% x ~~1,080~~ 1,280 hours = ~~540~~ 640 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.

ORDINANCE NO. 9439(Cont.)

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 October 7, 2013.

SECTION 13. Those portions of Ordinance No. 9424 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: August 20, 2013

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 20, 2013

Special Meeting - Updated

Item I1

#2013-272 - Approving Health and Dental Insurance Renewal

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 20, 2013

Subject: Approval of Health and Dental Benefits

Item #'s: I-1

Presenter(s): Brenda Sutherland, Human Resources Director

Background

The City of Grand Island provides health and dental benefits to its employees. The City has a partially self-funded plan, meaning that claims are actually paid for by the premium dollars generated through the plan to a specified limit. The City has paid a third party, in this case Blue Cross Blue Shield of Nebraska, to administer and pay claims and provide stop loss coverage.

The City's current "specific deductible" or stop loss is \$150,000 per participant. This means that the first \$150,000 of claims for a plan participant is paid for by the premium dollars generated and then the reinsurance carrier picks up the claims that go over that amount. The City's dental plan is self-funded and the principal is the same as for health insurance in that the premiums generated pay the claims incurred.

The City Council reviewed the proposed changes to the health and dental plans at the study session on August 13, 2013.

Discussion

As the new fiscal and plan year are set to begin on October 1, it is customary to bring plan changes before Council as well as funding requirements. The City budgeted \$6.1 million in fiscal year 2012/2013 for health and dental insurance expenses. We are trending at a rate to end the year around \$6.5 million in actual claims. With our claims experience at this level our funding needs for fiscal year 2013/2014 are projected at \$7.1 million. This funding level is predicated on the addition of a Qualified High Deductible Health Plan and treating the dental plan as a voluntary standalone plan.

The proposed Qualified High deductible Plan will have a \$3000/\$5500 in network deductible. The traditional plan has a \$500/\$1000 in-network deductible. Participants

who go out of network will experience deductibles that are twice the in network amount. That has been part of the City's plan design for many years. Also proposed in concert with the Qualified High Deductible Plan is the initial seed money to be paid to plan participant's Health Savings Account (HSA) in the amount of \$1000 for single coverage and \$2000 for 2/4 and family coverage in January 2014.

The City is currently contracted with TASC to administer its Section 125 Flexible Spending Account. An amendment to that contract will be needed to allow TASC to administer the payment deducted through payroll and be deposited into accounts of the employee's choosing for their HSA account. TASC's set up fee is \$300 and a charge of \$1.00 per participating employee per month. Both fees will be paid by the City.

The next proposal is to move the dental benefit away from the health plan and make it a standalone voluntary benefit. Employees can determine whether or not they want to elect this benefit and at what level. The employee will be asked to pay 30% of the premium for the dental benefit. This is comparable in the market for dental to be a separate benefit and for a cost share at this percentage rate.

The premium structure for employees is attached. The attachment shows the amount employees are currently paying as well as the proposed premiums for the Qualified High Deductible Plan and the Traditional Plan. Employees will be able to choose their level of coverage based on their personal needs as opposed to the one size fits all approach that we have taken in the past.

The City's insurance committee shopped the dental plan this past June. Vendors were interviewed and the decision was made to stay with our current vendor, Delta Dental. The City has worked with Delta Dental for the last three years to administer its dental benefits. The network provided is a national network and quite extensive in our local area. The service to our plan participants has been excellent. The administrative fees for dental services are being reduced for the next three year contract period. The City currently pays \$4.10 per employee per month. The new administrative fee will be \$3.85 per employee per month to be paid by the City. Delta is treating this as a contract renewal/continuation and is not requiring a new contract to continue.

The contract with Blue Cross and Blue Shield of Nebraska (BCBSNE) specifies administrative fees of \$28.25 per employee per month. Stop loss coverage will cost \$79.49 per employee per month and the aggregate stop loss coverage will cost \$5.22 per employee per month. The contract with Strong Financial will cost \$1,575 per month. COBRA administration will be handled by Discovery Benefits, Inc. (DBI) The cost for COBRA administration will be \$0.70 per employee per month for the term of the contract. The fees associated with the wellness physicals will be \$65 per participant for the duration of the contract.

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 aforementioned changes to the health and dental plans as well as the initial seed money for the employee's HSA.

Sample Motion

Move to approve recommended changes to the Health and dental plans and the initial seed money to the employee's HSA.

RESOLUTION 2013-272

WHEREAS, the City subscribes to health and dental insurance for its employees and other eligible participants, as authorized by the City of Grand Island Personnel Rules and Regulations and federal regulations; and

WHEREAS, a Health Insurance Committee consisting of union, non-union, management and non-management employees, along with the Human Resources Director, the Finance Director, and the Attorney/Purchasing Agent met and reviewed plan changes; and

WHEREAS, Blue Cross and Blue Shield of Nebraska is the Third Party Administrator for the City's health insurance plan; and

WHEREAS, the City's dental insurance benefit is administered by Delta Dental of Nebraska for a fee of \$3.85 per employee per month and this fee will remain the same for the next three year contract period; and

WHEREAS, the reinsurance coverage and administration of the health plan is provided under a contract with Blue Cross and Blue Shield of Nebraska. COBRA administration is provided by Discovery Benefits, Inc. The broker is Strong Financial Resources, and the current agreement with Healthways is covered under the Bluepartners Program agreement and;

WHEREAS, contracts were approved in 2012 for a period of three years with the aforementioned providers; and

WHEREAS, the addition of a Qualified High Deductible Health Plan with an added Health Savings Account (HSA) and an initial contribution of \$1000 for single coverage and \$2000 for family coverage will be in addition to the current insurance offerings; and

WHEREAS, the contract with Blue Cross and Blue Shield of Nebraska (BCBSNE) specifies administrative fees of \$28.25 per employee per month. Stop loss coverage will cost \$79.49 per employee per month and the aggregate stop loss coverage will cost \$5.22 per employee per month. The contract with Strong Financial will cost \$1,575 per month. COBRA administration will be handled by Discovery Benefits, Inc. (DBI) The cost for COBRA administration will be \$0.70 per employee per month for the term of the contract. The fees associated with the wellness physicals will be approximately \$65 per participant. The City's current contract with TASC will be amended to allow for the execution of the HSA accounts for employee's who choose the Qualified High Deductible Health Plan.

Approved as to Form	<input type="checkbox"/>
August 19, 2013	<input type="checkbox"/> City Attorney

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual renewal contracts with Blue Cross and Blue Shield of Nebraska, Delta Dental of Nebraska, Discovery Benefits, Inc., Strong Financial Resources and Bluepartners Program for the administration of health insurance, COBRA administration, broker services and wellness program as set out by the contracts as well as the addition of the Qualified Health Plan and the initial HSA contributions and the amendment to the current TASC contract is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 20, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 20, 2013

Special Meeting - Updated

Item I2

#2013-273 - Approving FOP Contract

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 20, 2013

Subject: Approval of Labor Agreement with Fraternal Order of Police #24

Item #'s: I-2

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Police Officers and Police Sergeants employed in the Police Department currently work under the conditions outlined in the labor agreement between the City of Grand Island and the Fraternal Order of Police, Lodge 24. This group is more commonly referred to as the FOP. The current labor agreement will expire as of midnight September 30, 2013. The City's negotiating team and the FOP'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 begin October 1, 2013 and run through September 30, 2016. As the City has been designated an MSA a new array was used to negotiate this contract. The majority of the agreement remains unchanged from the current labor agreement. The proposed changes are as follows:

The training and special events bank will be reduced from 50 hours to 30 hours and will specify the events that qualify. Those events are defensive tactics training, firearms qualifications, Harvest of Harmony, and the Nebraska State Fair. The next change is the vacation accrual. The accruals will increase by 16 hours at the entry level and as much as 42 hours at the top level. Increases are present throughout the six accrual levels and are shown in the agreement. Next, the maximum accrual for medical leave will increase from 1080 hours to 1280 hours and officers who work other than an eight hour shift will be able to use medical leave to supplement bereavement leave to cover three days' worth of shift time if needed. Call in pay will be compensated at time and one half. The language concerning health and dental benefits will be the same as the other labor agreements at the City. Under the uniform allowance there will be a replacement cost for

eyeglasses/contacts of up to \$200 and watches of up to \$100 if those items are damaged through the course of work. Field training officers will be compensated at the rate of an additional \$1 per hour while they are training a new officer.

The largest and probably most significant items in the agreement are the Articles that deal with rates of pay and the step plan. Over the course of the three year agreement wages for the position of police officer and sergeant will increase by 12.4% at bottom step and 23.2% at top step over the current wages. This increase will bring the wages for the two positions into comparability with the assumption that the market will increase over the same three year period. The wages should be fairly close to market at the next round of negotiations.

The wage increases in the agreement will be spread out over the three year period with an increase of 7% at the bottom and 8% at the top for both police officer and sergeant. In year two, there will be an adjustment to the scale of 2.5% across steps one through nine and a step will be added to the scale. In year three, there will be an adjustment of another 2.5% across steps one through ten and another step added.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Lodge #24.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the Fraternal Order of Police, Lodge #24.

AGREEMENT

THIS AGREEMENT, effective October 1, ~~2011~~2013, is between the **CITY OF GRAND ISLAND** (hereinafter referred to as the “City”), and **GRAND ISLAND LODGE NO. 24 OF THE FRATERNAL ORDER OF POLICE** (hereinafter referred to as the “F.O.P.”).

PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE I F.O.P. RECOGNITION

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

ARTICLE II RESIDENCY

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

ARTICLE III HOURS OF WORK

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective with the first full pay period following the execution of the agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked, vacation, personal leave and holiday hours.

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

Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of ~~fifty (50)~~thirty (30) hours per individual

per contract year. The Training and Special Events bank shall be used for defensive tactics training, firearms qualifications, Harvest of Harmony Parade, and the Nebraska State Fair. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for over-time but will not be subtracted from the training and special events bank.

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

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

ARTICLE IV HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all employees eligible for holiday pay not to exceed eight (8) hours. An employee may be required to work on a holiday if necessary to maintain essential services to the public.

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

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

B. ELIGIBILITY FOR HOLIDAY PAY

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

C. HOLIDAY PAY AND HOLIDAY ON PAY

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

D. HOLIDAY PAY DURING LEAVE OF ABSENCE

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

ARTICLE V PERSONAL LEAVE

The City will provide sixteen (16) hours of personal leave each contract year, commencing October 1 and ending September 30, to all eligible employees. Personal leave must be taken in a minimum of one (1) hour increments. Personal leave, selected by the employee must have the prior approval of the supervisor. Eight (8) hours must be taken by March 15th and eight (8) hours must be taken by September 15th.

ARTICLE VI VACATIONS

A. ELIGIBILITY

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

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

B. AMOUNT AUTHORIZED

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

<u>Years of Employment</u>	<u>Hours of Vacation Earned</u>
1-4 years _____	-72-88 hours
2-55-9 years _____	-80-104 hours
610-14 years _____	112-132 hours
71015-19 years _____	120-169 hours
11-1420-22 years _____	124-184 hours
1523 + years —	136-202 hours
16+ _____	160 hours

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the supervisor. While all employees are encouraged to take two (2) consecutive weeks of vacation each year, when eligible, the City may grant shorter periods of one (1) week or less. Each employee whose normal work schedule is Monday through Friday shall take a period of vacation of at least one (1) week each year when eligible as follows. Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five (5) consecutive days.

D. VACATION CARRY OVER

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

E. VACATION CREDIT ON TERMINATION AND RETIREMENT

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

ARTICLE VII MEDICAL AND BEREAVEMENT LEAVE

A. AMOUNT AUTHORIZED

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

B. USE OF MEDICAL LEAVE

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

“Child” shall include a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in “loco parentis”.

C. USE OF BEREAVEMENT LEAVE

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to twenty-four (24) hours of paid bereavement leave for the death of an immediate family member. For purposes of bereavement leave, “immediate family member” shall include son, daughter, sibling, spouse, parent, grandparent, grandchild, and in-laws of the same relation. Bereavement leave shall not exceed twenty-four (24) hours in any contract year.

D. MEDICAL LEAVE – REPORTS ON CONDITION

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

E. FRAUDULENT USE OF MEDICAL OR BEREAVEMENT LEAVE

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

F. NOTIFICATION

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

G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

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

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

If an employee is killed in the line of duty, there shall be paid fifty percent (50%) of his or her accumulated medical leave, not to exceed one thousand two hundred eighty (1,280) hours. The rate of compensation is to be based upon the employee’s salary at the time of death. Payment for this benefit shall be included in the final payroll check.

I. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy, as set forth in the Employee Reference Manual.

ARTICLE VIII CALL IN PAY

In the event that an employee is called in to work while off duty, the employee ~~shall receive pay at the employee's regular rate of pay, and~~ shall be paid for a minimum of two (2) hours at the one and one-half (1.5) times the regular rate of pay and for any additional time worked thereafter.

ARTICLE IX MILITARY LEAVE

The provisions relating to military training leave are as provided by Section 55-160 Neb. Rev. Stat., 1943, et. Seq., as amended.

ARTICLE X COURT LEAVE

A. WHEN AUTHORIZED

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

B. PROCEDURE

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

C. FEES

Fees received for jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof, provided, this requirement shall not apply

to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from City funds.

ARTICLE XI DISABILITY

1. If any police officer or sergeant becomes disabled, such employee shall be placed on the roll of pensioned police officers at the regular retirement pension of fifty percent (50%) of regular pay for the period of such disability. For purposes of this Article, "disability" shall mean the complete inability of the police officer, for reasons of accident or other cause while in the line of duty, to perform the duties of the police officer.
2. In the case of temporary disability of an employee covered by this agreement, received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve (12) months, except that if it is ascertained by the City Council or the proper municipal authorities within twelve (12) months of such temporary disability has become a disability as defined in the paragraph preceding, then the salary shall cease and he/she shall be entitled to the benefits for pension in the case of disability as provided by Nebraska statutes.
3. All payments of pension or salary provided by this Article shall be subject to deduction of amounts paid under the Nebraska Workers Compensation Act. Such payments shall not commence until all credit for unused annual or medical leave or other similar credits have been fully utilized by the disabled employee if there will be no impairment to his/her salary during the period of disability.
4. No employee covered by this agreement shall be entitled during any period of temporary disability to receive in full both his/her salary and his/her benefits under the Nebraska Workers Compensation Act. All Nebraska Workers Compensation benefits shall be payable in full to such police officer as provided in the Nebraska Workers Compensation Act, but all amounts paid by the City or its insurer under the Nebraska Workers Compensation Act to any disabled police officer entitled to receive a salary during such disability, shall be considered as payments on account of such salary and shall be credited thereon. The remaining balance of such salary, if any, shall be payable as otherwise provided by Nebraska law.
5. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers Compensation Act, no workers compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six (6) weeks or longer, the employee will be credited with any medical or vacation leave taken during the initial waiting period.
6. While on leave due to a temporary disability while in the line of duty, the total compensation paid to an employee, including salary, wages, workers compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

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

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

ARTICLE XII

GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENT WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

B. AUTHORIZED LEAVE FORMS

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

C. LEAVE COVERED BY FMLA

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

ARTICLE XIII PENSION RETIREMENT PLAN

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

ARTICLE XIV FITNESS FOR DUTY

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

ARTICLE XV RATES OF PAY FOR WORK PERFORMED

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

A. ~~2011 – 2012~~2013 – FISCAL 2014 FISCAL YEAR

Rates of pay from October 1, ~~2011 – 2013~~ through September 30, ~~2012~~2014, for work performed in the various classes of work under this agreement shall be as shown on the new pay plan, attached hereto as Exhibit “A” and shall take effect the first full pay period of October ~~2011~~2013. For each fiscal year, the new rate of pay as outlined in ~~Exhibit “A”~~the attached exhibits and for the following fiscal years once the salary adjustment is implemented, said new rate of pay and the salary adjustment shall take effect during the first full pay period in the month of October.

~~Employee's wages will be frozen until such time they are eligible for their annual employee evaluation. With a satisfactory evaluation they will be placed in the next closest step that does not move their pay backwards in the nine step pay scale.~~

B. ~~2012 – 2013~~2014 - 2015 FISCAL YEAR

Effective in the first full pay period of October ~~2012~~2014, ~~Steps~~steps 1 through 9 of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of ~~1.75~~2.5%. Step 10 will be added and each officer or sergeant in step 9 on October 1, 2014 shall be eligible to move to step 10 on the first full pay period in March 2015. See Exhibit “B”.

C. 2015 – 2016 FISCAL YEAR

Effective in the first full pay period of October 2015, steps 1 through 10 of the pay ranges for police officer and police sergeant shall be adjusted by a salary adjustment of 2.5%. Step 11 will be added and movement through steps will occur as outlined in Article XVI. See Exhibit “C”.

ED. PAY STEP UPON DEMOTION

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

DE. COMPENSATORY TIME

In lieu of payment for overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment unless otherwise authorized by the Chief of Police. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to eighty-five (85) hours annually (56.67 actual hours worked) with the year commencing October 1. All compensatory time that is not used prior to the last pay period before September 30th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The pay-out for the unused compensatory time shall occur in the last full pay period prior to or on September 30th, if September 30th is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief or the Chief's designated representative. Compensatory time must be recorded through the City payroll system.

F. FIELD TRAINING OFFICER

Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid \$1.00 per hour while actively working with a [trainee](#).

ARTICLE XVI PAY PLAN STRUCTURE

A. ADMINISTRATION OF PAY SCHEDULE

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

- | | |
|---------|--|
| Step 1. | Entry level; |
| Step 2. | Upon successful completion of twelve (12) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 3. | Upon successful completion of twelve (12) months of service in step 2 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 4. | Upon successful completion of twelve (12) months of service in step 3 of the job classification and upon receiving a satisfactory performance appraisal; |
| Step 5. | Upon successful completion of twelve (12) months of service in step 4 of the job classification and upon receiving a satisfactory performance appraisal; |

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

Step 10. Beginning Fiscal Year 2014 – 2015: All police officers and police sergeants receiving a satisfactory performance appraisal will be eligible to move to step 10 during the first full pay period of March 2015. After that, all subsequent step movement from step 9 to step 10 will occur upon successful completion of twelve months (12) of service in step 9 of the job classification and upon receiving a satisfactory performance appraisal;

Step 11. Beginning in Fiscal Year 2015 - 2016 and upon successful completion of twelve (12) months of service in step 10 of the job classification and upon receiving a satisfactory performance appraisal.

- 2. An employee who is promoted shall be placed in the step of the new pay grade that insures at least a three percent (3%) increase in pay. Upon successful completion of the six (6) month introductory period in the new position and upon receiving a satisfactory performance appraisal, an employee shall move to the next step in the pay scale.
- 3. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately after such adjustment.
- 4. Employees, prior to advancing in step or grade, shall be evaluated using the City's performance appraisal system. Such appraisal shall take place yearly. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than increases in pay lines for each classification.
- 5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

B. INTRODUCTORY PERIOD

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

ARTICLE XVII EMPLOYEE RELATIONS

A. GENERAL

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

B. MEMBERSHIP IN F.O.P.

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

C. DISCIPLINARY ACTION

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

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

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

ARTICLE XVIII GRIEVANCE PROCEDURE

A. PROCEDURE

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

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

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

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

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

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

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

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

B. GENERAL CONDITIONS

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

may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

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

ARTICLE XIX OTHER BENEFITS

A. MEDICAL, DENTAL AND LONG TERM DISABILITY INSURANCE

~~The City agrees to provide medical, dental and long term disability insurance during the term of this agreement for the employee and the employee's dependents. For all levels of coverages the employees shall contribute sixteen percent (16%) of the premium for the first year of the contract. For the duration of the contract, the co-pay of premium percentages for the membership of the FOP shall be the same as is used for the non-union city employees of the City of Grand Island, which premium may be increased but shall not exceed eighteen percent (18%) of the premium.~~ The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and the employee's dependents at the same benefit level and employee contribution level as provided to non-union City employees under the City's general group insurance plans. The City's general insurance plans runs from October 1 through September 30 of each year.

B. LIFE INSURANCE

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

C. DISCONTINUANCE OF INSURANCE

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

D. UNIFORM ALLOWANCE

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

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

All employees covered by this agreement shall be designated as uniformed officers for the City. The City shall provide a uniform allowance to be paid at the rate of Twenty Five Dollars (\$25.00) per pay period per employee. The City shall provide to each employee covered by this agreement: brass, handcuffs, whistle, nightstick, case, flashlight, batteries for flashlight, a weapon, ammo clips and a belt.

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

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

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

E. TUITION AND BOOK REIMBURSEMENT PROGRAM

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

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Chief of Police based upon the following considerations:
 - a. Is there budget authority?
 - b. Is the book necessary for said course, job related?
 - c. Is there supervisor approval?
 - d. Is the employee requesting reimbursement eligible for other assistance programs?
2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:

- a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.
 - b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.
3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report indicating a “B” or higher, and the tuition request form to the Chief of Police for inclusion in the next payroll period.
4. **Service Requirement.** Tuition reimbursement is available to regular status employees.
5. **Eligibility Requirements.** Tuition reimbursement shall be limited as follows:
 - a. Less than two (2) years of service: \$ 300.00
 - b. Two (2) to Five (5) years of service: \$ 600.00
 - c. Five (5) to Ten (10) years of service: \$2,000.00
 - d. Over ten (10) years of service: \$3,000.00

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

F. CAFETERIA PLAN

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

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

G. EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE XX SENIORITY

A. CONTINUOUS SERVICE

Seniority shall be based on continuous length of service in a classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay,

absence on authorized leave without pay, or lay-off for thirty (30) calendar days or less, shall not constitute a break of interruption of service within the meaning of this Article.

B. DATE OF ENTRY

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

C. LIST

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

D. SAME DATE OF ENTRY

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

E. SHIFT VACANCY ASSIGNMENT

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

F. HIGHER CLASSIFICATION PREFERENCE

When two or more employees are promoted to a new classification from different classifications, the employee promoted in the higher classification shall be senior.

G. DAYS OFF VACANCY ASSIGNMENT

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

ARTICLE XXI BILINGUAL PAY

Eligible employees proficient in an approved second language shall be paid ~~One-one Thousand-thousand Dollars-dollars~~ (\$1,000.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

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

ARTICLE XXII

HEALTH INSURANCE COMMITTEE

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

ARTICLE XXIII SAFETY COMMITTEE

A. MEMBERS

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

B. SUBJECTS

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

C. COMMON CONCERN

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

D. ADMINISTRATIVE REVIEW

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

ARTICLE XXIV MANAGEMENT RIGHTS

A. COLLECTIVE BARGAINING

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. RESERVED RIGHTS

Except where limited by express provisions elsewhere in this agreement, nothing in the agreement shall be construed to restrict, limit, or impair the rights, powers and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers and authority include, but are not limited to the following:

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

C. SCOPE OF NEGOTIATIONS

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

D. MATTERS NOT SPECIFICALLY MENTIONED

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

E. CHIEF ADMINISTRATIVE OFFICER

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

ARTICLE XXV GENERAL PROVISIONS

A. F.O.P. CREDENTIALS

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

B. F.O.P. SOLICITATION

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

C. DISCRIMINATION

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age or national origin, as provided by law.

D. F.O.P. INTERFERENCE

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

E. F.O.P. BULLETIN BOARD

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

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

ARTICLE XXVI STRIKES AND LOCKOUTS

A. STRIKES

Neither the F.O.P. nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The F.O.P. shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without F.O.P. authorization, the F.O.P. shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this

Article without F.O.P. sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

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

ARTICLE XXVII DURATION OF CONTRACT

A. EXPIRATION

This agreement shall be effective upon signature by both parties hereto, October 1, ~~2011-2013~~ and shall continue in effect until midnight, September 30, ~~2013-2016~~. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic terms of the agreement shall continue in full force and effect unless modified in accordance and by implementation of the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision, whichever of the above may be the first to occur.

B. NEGOTIATIONS FOR NEW AGREEMENT

The F.O.P. will contact the City to begin negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after January 1, ~~2013-2016~~ but no later than February 1, ~~2013~~ ~~2016~~ and must be completed by May 30, ~~2013-2016~~ for budget preparation purposes.

C. CONTRACT NEGOTIATIONS

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

ARTICLE XXVIII SEVERABILITY

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

ARTICLE XXIX SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this agreement constitutes the entire agreement and understanding concerning all proper subjects of collective bargaining for the duration of the agreement between the parties and supersedes all previous agreements. This agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this agreement based upon any oral representation covering the subject matter of this agreement.

B. INTERPRETATION

This agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXX C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the F.O.P., on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, ~~2011-2013~~ through September 30, ~~2013~~2016. The parties specifically agree that this waiver does not pertain to claims, actions, or suits brought pursuant to Neb. Rev. Stat. §48-824 and §48-825.

ARTICLE XXXI NON-DISCRIMINATION

A. PROHIBITION OF DISCRIMINATION

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

B. GENDER REFERENCES

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

C. A.D.A. COMPLIANCE

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the ____ day of _____, ~~2014~~2013.

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

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

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

By: _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

FY 2013 - 2014											Exhibit A	
Police Officer		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
6005	Hourly	19.3834	20.2358	21.1257	22.0547	23.0246	24.0372	25.0942	26.1978	27.3498		
	Biweekly	1,550.67	1,618.86	1,690.06	1,764.38	1,841.97	1,922.98	2,007.54	2,095.82	2,187.98		
	Monthly	3,359.79	3,507.53	3,661.80	3,822.82	3,990.94	4,166.46	4,349.67	4,540.94	4,740.62		
	Annually	40,317.42	42,090.36	43,941.56	45,873.88	47,891.22	49,997.48	52,196.04	54,491.32	56,887.48		
Police Sergeant		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9		
6010	Hourly	24.2602	25.2638	26.3089	27.3972	28.5306	29.7108	30.9399	32.2198	33.5527		
	Biweekly	1,940.82	2,021.10	2,104.71	2,191.78	2,282.45	2,376.86	2,475.19	2,577.58	2,684.22		
	Monthly	4,205.11	4,379.05	4,560.21	4,748.86	4,945.31	5,149.86	5,362.91	5,584.76	5,815.81		
	Annually	50,461.32	52,548.60	54,722.46	56,986.28	59,343.70	61,798.36	64,354.94	67,017.08	69,789.72		

FY 2014 - 2015											Exhibit B	
Police Officer		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
6005	Hourly	19.8680	20.7417	21.6539	22.6061	23.6002	24.6381	25.7216	26.8527	28.0336	29.2110	
	Biweekly	1,589.44	1,659.34	1,732.31	1,808.49	1,888.02	1,971.05	2,057.73	2,148.22	2,242.69	2,336.88	
	Monthly	3,443.79	3,595.24	3,753.34	3,918.40	4,090.71	4,270.61	4,458.42	4,654.48	4,859.16	5,063.24	
	Annually	41,325.44	43,142.84	45,040.06	47,020.74	49,088.52	51,247.30	53,500.98	55,853.72	58,309.94	60,758.88	
Police Sergeant		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
6010	Hourly	24.8667	25.8954	26.9666	28.0822	29.2438	30.4536	31.7134	33.0253	34.3915	35.8359	
	Biweekly	1,989.34	2,071.63	2,157.33	2,246.58	2,339.50	2,436.29	2,537.07	2,642.02	2,751.32	2,866.87	
	Monthly	4,310.24	4,488.53	4,674.22	4,867.59	5,068.92	5,278.63	5,496.99	5,724.38	5,961.19	6,211.55	
	Annually	51,722.84	53,862.38	56,090.58	58,411.08	60,827.00	63,343.54	65,963.82	68,692.52	71,534.32	74,538.62	

FY 2015 - 2016											Exhibit C	
Police Officer		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
6005	Hourly	20.3647	21.2603	22.1952	23.1713	24.1902	25.2540	26.3646	27.5240	28.7344	29.9412	31.1988
	Biweekly	1,629.18	1,700.82	1,775.62	1,853.70	1,935.22	2,020.32	2,109.17	2,201.92	2,298.75	2,395.30	2,495.90
	Monthly	3,529.89	3,685.11	3,847.18	4,016.35	4,192.98	4,377.36	4,569.87	4,770.83	4,980.63	5,189.82	5,407.78
	Annually	42,358.68	44,221.32	46,166.12	48,196.20	50,315.72	52,528.32	54,838.42	57,249.92	59,767.50	62,277.80	64,893.40
Police Sergeant		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
6010	Hourly	25.4884	26.5428	27.6408	28.7842	29.9750	31.2150	32.5063	33.8510	35.2513	36.7318	38.2746
	Biweekly	2,039.07	2,123.42	2,211.26	2,302.74	2,398.00	2,497.20	2,600.50	2,708.08	2,820.10	2,938.55	3,061.97
	Monthly	4,417.99	4,600.74	4,791.06	4,989.27	5,195.67	5,410.60	5,634.42	5,867.51	6,110.22	6,366.86	6,634.27
	Annually	53,015.82	55,208.92	57,492.76	59,871.24	62,348.00	64,927.20	67,613.00	70,410.08	73,322.60	76,402.30	79,611.22

RESOLUTION 2013-273

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 bargaining unit at the City of Grand Island is represented by the Fraternal Order of Police, Lodge #24 (FOP) and

WHEREAS, representatives of the City and the FOP, Lodge #24 met to negotiate a labor agreement, and

WHEREAS, the labor agreement specifies a salary adjustment over the course of a three year period of 12.4% to the bottom step and 23.2% to the top step, and

WHEREAS, the City reached an agreement with the FOP and the 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 Fraternal Order of Police, Lodge #24 (FOP) for the period of October 1, 2013 through September 30, 2016.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 20, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk