

# **City of Grand Island**

# Tuesday, August 27, 2002 Council Session

## Item I2

# **#2002-269 - Consideration of Approving Labor Union Contract** with AFSCME

The proposed labor agreement between AFSCME, Local 251 and the City of Grand Island is submitted for approval. The current AFSCME contract will expire September 30, 2002. The proposed contract will be a five year contract. The contract will cover the time frame of October 1, 2002 until September 30, 2007. Some of the more notable changes in the contract are; changing "garage" classifications to "fleet services", removing Maintenance Worker I classification, adding a Senior Maintenance Worker - Parks, defining hours worked and adding a personal leave day. The first year of the contract proposes a 2.0% increase for all positions per the salary survey that was done jointly with the City and a 3.0% COLA. Years two and three call for a 2.5% COLA. There will be a survey done for year four to insure comparability and a 3.0% COLA in year five. Recommend approval of the proposed AFSCME contract. A MOTION is in order.

**Staff Contact: Brenda Sutherland** 

City of Grand Island City Council

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#### **AGREEMENT**

THIS AGREEMENT, dated <u>August</u> \_\_\_\_, <u>2002</u>, between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, 1998.

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#### PURPOSE AND INTENT OF THE PARTIES

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

#### **ARTICLE I - RECOGNITION**

#### A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following departments and divisions:

- 1. Department of Public Works
  - a. Street and Alley Division
  - b. Fleet Maintenance Division

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- 2. Department of Parks and Recreation
  - a. Parks Maintenance Division
  - b. Cemetery Division

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

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## B. CLASSES OF EMPLOYEES

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

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₹			Deleted: 3.→Maintenance Worker I Streets
4.	Maintenance Worker - Cemetery		Deleted: II
5.	Maintenance Worker - Parks		Deleted: II
6.	Maintenance Worker - Streets		Deleted: II
7.	Senior Maintenance Worker- Streets		
8.	Equipment Operator- Streets		
9.	Senior Equipment Operator- Streets		
10.	Fleet Services Mechanic - Garage		Deleted: Equipment
11.	Fleet Services Attendant/Clerk		Deleted: Shop
12.	Fleet Services Inventory Specialist	_	Deleted: Maintenance
13.	Horticulturist		Deleted: Technician  Deleted: 13.
13. 14.	Senior Maintenance Worker - Parks	~	Formatted: Bullets and Numbering

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#### ARTICLE II - HOURS OF WORK

#### A. WORK DAY

The City shall establish the work day. The normal work day shall be from 8 a.m. to 5 p.m. The work day may vary according to the special requirements of any division or program. Summer hours may be implemented for some personnel at the discretion of the City.

The City shall establish hours of work. The hours of work shall be arranged in eight (8) hour periods.

#### B. WORK WEEK

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee.

#### C. LUNCH PERIODS

The City shall establish the lunch periods. A meal allowance of \$4.50 shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee=s normal meal schedule.

Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.

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

## D. CHANGES IN WORK SCHEDULE

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

Permanent full-time employees normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing

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before 4 a.m., or after 11 a.m., shall receive a shift differential of \$0.25 per hour added to the base hourly rate for the hours worked during such temporary assignment.

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#### E. REST PERIODS

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof.

#### F. OVERTIME AND COMPENSATORY TIME

- 1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1/2) times the excess hours worked. The compensation shall be in either compensatory time or cash payment. For the purposes of this section, the term "day" shall mean the period of time from the scheduled start of the workday to the scheduled start of the rext work day.
- 2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
- This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
- 4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, plus paid vacation leave and paid holiday leave. Personal leave, sick leave and comp. time will not be counted as hours worked for purposes of calculating overtime.
- 5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of one hundred twenty (120) hours of compensatory time (80 hours of actual hours worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid for in cash. However,

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the employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the

compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave.

All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

#### G. STAND-BY DUTY

- 1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
  - a. The stand-by duty work week will run from Monday at 5 p.m. to the following Monday at 8 a.m.
  - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
- 2. The compensation for stand-by duty will be four (4) hours time at the employee's basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week.
- 3. The employee assigned to this duty shall be available by telephone at all times under this arrangement.

#### H. SCHEDULING HOLIDAYS OFF

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

## ARTICLE III - HOLIDAYS AND HOLIDAY PAY

## A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public:

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Arbor Day

Thanksgiving Day

Veteran's Day

Memorial Day

New Year's Day

Friday following Thanksgiving

Independence Day

Christmas Day

Labor Day

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

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#### B. SUNDAY HOLIDAYS

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

#### C. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.

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

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

## E. HOLIDAY ON NON-SCHEDULED WORK DAY

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

Deleted: The Personal Leave Day will be given to employees On January 1 and must be taken within that calendar year. The Personal Leave Day may be taken at any time during the year and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.¶

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#### F. HOLIDAY DURING LEAVE OF ABSENCE

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

## **ARTICLE IV - PERSONAL LEAVE**

Two Personal Leave Days will be given to employees each year. One will be given in January and must be taken by the end of June. The second Personal Leave Day will be given in July and must be taken by the end of December. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.

### ARTICLE V - VACATIONS

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#### A. **ELIGIBILITY**

All regular employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their probationary period.

For purposes of this contract, "regular" employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have

completed their probationary terms. It shall specifically exclude employees who are temporary, seasonal, probationary, and/or working fewer than 30 hours per week.

## B. **AMOUNT AUTHORIZED**

Authorized vacation leave shall be computed on the following basis:

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1. Upon successfully completing the six-month probation period, an employee will be eligible to take thirty-two (32) hours of vacation time. The employee will accrue an additional thirty-two (32) hours in the first year of continuous service.

- 2. Sixty-four (64) hours of vacation in the second year of continuous service.
- 3. Eighty (80) hours of vacation in the third year of continuous service and each year thereafter through the fourth year of service.
- 4. One-hundred twenty (120) hours of vacation in the fifth year of continuous service and each year thereafter through the eleventh year of service.
- 5. One-hundred thirty-six (136) hours of vacation in the twelfth year of continuous service and each year thereafter through the nineteenth year of service.
- 6. One-hundred sixty (160) hours of vacation in the twentieth year of continuous service and each year thereafter.

Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked.

## C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of at least one week each year when eligible.

#### D. SENIORITY FOR VACATION PLANNING

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not interdependent, nor shall it interfere with vacation leave previously scheduled.

#### E. VACATION TIME CARRY-OVER

Deleted: 1.→During the 1998 and 1999 calendar years, an employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in two years.

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2. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus forty (40) hours.

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- 3. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.
- 4. An employee who fails to use his or her vacation time through the employee=s own decision loses all but the maximum carry-over hours mentioned above.

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

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

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#### ARTICLE V - SICK LEAVE, FUNERAL LEAVE, AND FMLA LEAVE

#### A. AMOUNT AUTHORIZED

- 1. Sick Leave. Sick leave shall be credited to all full-time employees as follows:
  - a. Eight (8) hours for each full calendar month of service.
  - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, sick leave shall be awarded on a pro-rata basis.
  - Funeral Leave. Funeral leave shall be granted to eligible employees for up to three
     (3) days per calendar year. Any portion of a work day used for funeral leave shall be considered a full day of funeral leave.

#### B. USE OF SICK LEAVE

Sick leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.

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- 2. For medical, dental, or optical examination or treatment.
- When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
- 4. For necessary care and attendance during sickness of a member of the employee=s immediate family residing in the same household.

For purposes of sick and funeral leave,  $A\underline{v}$  immediate family member shall mean a child, spouse, parent, grandchild, grandparent, brother, sister, aunt, uncle, and in-laws of the same relation.

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- When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician
  and the employee is receiving assistance and has agreed to an approved course of
  treatment.
- 6. Sick leave shall not be granted in advance of accrual.
- 7. Leave without pay may be granted for sickness extending beyond the earned credits.
- After twelve continuous months of service, accrued vacation leave credits may be used for sick leave when sick leave credits have been exhausted.
- 9. Sick leave shall not continue to accrue while an employee is on sick leave.
- 10. The amount of sick leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when sick leave is utilized, not to exceed eight hours in a day; provided, that sick leave shall be debited in no less than one (1) hour units.
- 11. In addition to the use of funeral leave as set forth hereafter, sick leave may be granted at the discretion of the Department Director for the death of a member of an employee immediate family because of unusual circumstances. To attend the funeral of someone other than immediate family, an employee shall take vacation leave.

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## C. USE OF FUNERAL LEAVE

An employee shall be eligible to use up to three (3) days of paid funeral leave for the death of an immediate family member. Funeral leave shall not exceed three (3) days in any calendar year.

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## D. **PROOF OF ILLNESS**

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

#### E. FRAUDULENT USE OF SICK LEAVE

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

#### F. COMPENSATION FOR UNUSED SICK LEAVE

An employee may accumulate sick leave to a maximum of 968 hours. The City will compensate each employee for unused sick leave in excess of 968 hours accumulated sick leave on an annual basis. The compensation will be paid at the rate of one-half (2) of each hour, based upon his or her current pay rate at the time of such compensation, for each hour of unused sick leave for the preceding year. This compensation shall be paid annually at a time to be determined by the City.

All employees shall be paid for one-half of their accumulated sick leave at the time of retirement, the rate of compensation to be based on the employee's salary at the time of retirement.

#### G. NOTIFICATION OF ILLNESS

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

## H. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City=s Family and Medical Leave Act Policy, as set forth in the <a href="Employee Handbook">Employee Handbook</a>.

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#### ARTICLE VI - MILITARY LEAVE

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

#### ARTICLE VII - COURT LEAVE

#### A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service.

#### B. **PROCEDURE**

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

#### C. FEES

Fees received for jury service in a federal, state, county, or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.

#### ARTICLE VIII - LEAVE WITHOUT PAY

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

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a. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days' time. The mayor may extend such leave for a period not to exceed one year. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

b. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.

- c. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Article V of this contract shall govern.
- 2. Leave without pay shall be subject to the following provisions:
  - a. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.
  - b. Vacation and sick leave credits shall not be earned during leave without pay.
  - A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.
  - d. Leave without pay during the probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her probationary period on return from leave.
  - e. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation.
  - f. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

## ARTICLE X - TEMPORARY DISABILITY LEAVE,

#### A. POLICY

It is the policy of the City to ensure that any employee who sustains an

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Deleted: Accident Leave is provided by the City to allow a period of recovery from on-the-job accidents. Full pay and benefits will be provided for one hundred fifty (150) consecutive calendar days. At the end of the 150 day period, the employee is entitled to use accumulated sick leave and vacation leave time. At the end of the 150 day period, the employee is entitled to use accumulated sick leave and vacation leave.

Worker's Compensation benefits, to replace lost salary, are to be retained by the employee, and the City will supplement these benefits up to the full gross salary during the period of time that the employee continues to receive salary benefits under these rules.

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The City reserves a right of subrogation because of payment of accident leave to any employee who is injured as the result of the act of another person, and reserves the right to pursue collection of any money paid an employee as accident leave against the person injuring such ¶
employee to the extent of the City's paymen of accident leave. Should the employee receiving accident leave collect from the other party for wages, he or she will reimburse the City for wages it paid as

This article shall be subject to review on October 1, 1999. The Accident Leave provisions will be amended to mirror the Accident Leave provisions agreed to by other collective bargaining groups in the City.

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on-the-job injury compensable under the Nebraska Workers Compensation Act receives his or her salary for a period of up to one hundred fifty (150) consecutive calendar days following the original date of injury, or the date that temporary disability begins. The purpose of this policy is to maintain the employee's pay until he or she becomes eligible for long-term disability or is able to return to work.

#### в. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

#### WHEN AUTHORIZED

In the case of temporary disability of an employee 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 one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the temporary disability and calculation of the temporary disability leave.

APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE D **BALANCES** 

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

- Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use sick or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability leave.
- The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above. The City

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will provide temporary disability leave to ensure that the employee receives his or her full salary for the remainder of the one hundred fifty day (150) day period set forth above.

3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's gross 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.

#### E. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third 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 wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the third party or representative of said party until after receiving consultation and advice of the employee and a signed waiver to that effect.

## F. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date of injury or date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days.

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

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#### ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

#### A. ABSENCE WITHOUT APPROVAL

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

#### B. LEAVE FORM

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

#### C. COMPENSATION LIMIT DURING LEAVE

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

#### ARTICLE XI - PENSION RETIREMENT PLAN AND SENIORITY

#### A. PENSION RETIREMENT PLAN

- 1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.
- 2. An employee shall retire on the first day of the month following his or her seventieth birthday, unless said employee applies for and receives a waiver of retirement requirement from the mayor to be for a period not exceeding one year, shall be based upon a determination of the ability of the employee to continue in his or her duties. The waiver does not preclude retirement as provided by City Ordinance No. 4244, as amended.

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#### B. **SENIORITY**

- 1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
- 2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
- 3. After an employee satisfactorily completes his initial probationary period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.
- 4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
- 5. Where two or more employees were appointed in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
- 6. Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this Agreement except for those employees who are in classific ations which have become part of the bargaining unit.

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

## A. PAY PLAN

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 Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Deleted: 1
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Step A	Entry Level
Step B	Upon one (1) year of service in Step A
Step C	Upon one (1) year of service in Step B
Step D	Upon one (1) year of service in Step C
Step E	Upon one (1) year of service in Step D
Step F	Upon one and one-half (1 ½) years of service in Step E
Step G	Upon one and one-half (1 ½) years of service in Step F
Step H	Upon one and one-half (1 ½) years of service in Step G

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

## B. FISCAL YEAR\_2002 - 2007

Rates of pay for the period October 1,<u>2002</u> to September 30,<u>2007</u> for work performed in the various classes of work under this agreement are set out in <u>attached</u> Exhibits A, B and C,

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1998-2002

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#### C. FISCAL YEAR **2002** - **2003**

Rates of pay for the period October 1, 2002 to September 30, 2003 for work performed in the various classes of work under this agreement shall be as follows:

October 7, 2002:

All pay ranges shall be adjusted\_by 2. % pursuant to a joint salary survey plus a COLA of 3.0%. The pay ranges will be implemented the first full pay period on or after October 1, 2002. See exhibit A.

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Deleted: by a Cost of Living Adjustment (COLA) of 2.5%.

#### D. **FISCAL YEAR 2003-2004**

. All pay ranges shall be adjusted by a COLA of 2.5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2003. See exhibit B.

#### E. FISCAL YEAR 2004-2005

All pay ranges shall be adjusted by a COLA of \_2.5%. The new pay ranges will be implemented on the first full pay period on or after October 1, 2004. See exhibit C.

## FISCAL YEAR 2005 - 2006

The City and AFSCME will conduct a joint survey to determine current labor market comparable salaries performed for work performed in the various classes of work under this agreement.

The array used in this joint survey shall conform to the comparability standards set by the Nebraska Commission on Industrial Relations (CIR) in 1996 and shall include the following cities: Fremont, Hastings, Kearney and North Platte. The results of the pay study shall be implemented at the beginning of the first full pay period on or after October 1, 2005.

## FISCAL YEAR 2006 - 2007

All pay ranges shall be adjusted by a COLA of 3.0%. The new pay range will be implemented at the beginning of the first full pay period on or after October 1, 2006

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Deleted: The City and AFSCME will conduct a joint survey to determine current labor market comparable salaries for work performed in the various classes of work under this agreement. Employee benefits for fiscal years 2000-2001 and 2001-2002 shall remain the same as the benefits bargained for in the 1998-99 contract unless both parties agree to survey benefit levels as part of the joint pay survey process.

Deleted: The "array" used in the joint survey shall conform to the comparability standards set by the Nebraska Commission on Industrial Relations (CIR) in 1996 and shall include the following cities: Fremont, Hastings, Kearney, and North Platte. Any additions to this array must comply with CIR standards and must be jointly agreed to by both parties.

Deleted: The results of the pay study shall be implemented at the beginning of the first pay period in October of 2000.

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Deleted: The City and the Union shall negotiate a COLA adjustment for pay ranges in Fiscal Year 2001-2002 during the joint pay study process occurring for Fiscal Year 2000-2001. The COLA adjustments shall be implemented at the beginning of the pay period on or before October 1, 2001.

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

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

#### **ARTICLE XIII - EMPLOYEE RELATIONS**

#### A. GENERAL

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

#### B. MEMBERSHIP IN UNION

- 1. An employee shall have the right to join or refrain from joining this union.
- 2. This union shall not exert pressure on any employee to join it.
- 3. The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.

#### **ARTICLE XIV - SAFETY COMMITTEE**

- 1. A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.
- 2. All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.
- 3. It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use all reasonable means of protecting the health and welfare of all employees, including proper training in operation of equipment and use of materials.

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#### ARTICLE XV - GRIEVANCES

#### A. GENERAL STATEMENT

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

be subject to reprisal.

#### B. **COMPLAINTS**

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

## C. WHAT MAY BE GRIEVED

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

#### D. GRIEVANCE PROCEDURE

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

#### 1. Division Supervisor

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

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

## 2. Department Director

Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may

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grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original alleged act or action.

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

#### 3. Mayor

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

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

#### E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS

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

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

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

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

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

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ARTICLE XVI - OTHER BENEFITS

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#### A. HOSPITALIZATION AND MEDICAL INSURANCE

#### A. INSURANCE

The City agrees to provide hospitalization, medical, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. Present and future benefits provided under the general group insurance plan shall be accorded to the Union; unless the Union chooses to negotiate a separate insurance plan pursuant to the second paragraph below.

The Union reserves the right to negotiate a separate insurance plan with the City should it

determine i does not want to participate through the City's general group insurance plan. The City's general group insurance plan year runs from August 1 through July 31. The Union must provide notice to the City of its intent not to participate in the City's general group insurance plan for the following year by no later than December 1 to allow the City sufficient time to notify the insurance carrier of changes to the general group.

B. CAFETERIA PLAN

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

## C. LIFE INSURANCE

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$30,000 per employee.

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

## D. UNION BULLETIN BOARD

Deleted: The City agrees to pay 88% of the premium cost of hospitalization and medical insurance provided by the City for each employee represented by the bargaining unit. The employee shall pay the remaining 12% of said premium cost. The City agrees to pay 83% of the premium cost of such insurance for such employee's spouse and children as may be eligible for coverage under the City's insurance contract, with the remaining 17% of the premium paid by the employee.

The parties hereto recognize that mutual cooperation and effort is necessary and essential to reduce the escalating costs of health care and yet maintain necessary and reasonable health care benefits. Pursuant to such recognition, the parties agree to meet as necessary for the purpose of studying, analyzing and devising means to effectuate cost savings consistent with necessary and reasonable health care protection. Any changes in the present benefits or procedures shall be effectuated in writing by mutual agreement between the President of the Union and the Personnel Director of the City and no further action by way of approval shall be required of either the City or Union.

#### Deleted: DENTAL INSURANCE¶

The City will provide elective dental insurance coverage for each employee, as well as his or her spouse and children. The premium cost for such dental coverage shall be borne solely by the employee.

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

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

#### E. UNIFORMS AND PROTECTIVE CLOTHING

- 1. The City will pay for one pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.
- 2. Upon submission of proof of purchase, the City will reimburse employees for the increased cost attributable to safety steel toe inserts in boots used on the job. The reimbursement shall not exceed Seven Dollars (\$7.00) per pair, nor more than two (2) pairs per year.
- 3. The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) bi-weekly to full-time employees of the Shop Garage Division.
- 4. Employees in Public Work divisions other than the Shop Garage Division shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

#### F. TOOL ALLOWANCE

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Employees in the job classification of Equipment Mechanic shall be paid a tool allowance in the amount of Ten Dollars (\$10.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.

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#### **ARTICLE XVII - MANAGEMENT RIGHTS**

- 1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to
  - effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
- 2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code.
- 3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation Department, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
  - a. Discipline or discharge for just cause, whether arising under this agreement or City work rules.
  - b. Direct the work force.
  - c. Hire, assign, or transfer employees.
  - d. Determine the mission of the City.
  - e. Determine the methods, means, number of personnel needed to carry out the City's mission.
  - f. Introduce new or improved methods or facilities.
  - g. Change existing methods or facilities.
  - h. Lay off employees because of lack of work.

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- i. Contract out for goods or services.
- 4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.
- 5. Any and all matters not specifically mentioned in this agreement are reserved to the City.
- All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.
- 7. The Union and its membership agree that it will not contract or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

#### ARTICLE XVIII - PAYROLL DEDUCTION OF UNION DUES

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

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

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#### ARTICLE XIX - GENERAL PROVISIONS

- 1. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.
- 2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
- 3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
- 4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
- An employee who fails to satisfactorily perform the duties of a classification into which he 5. or she has been promoted during the first six months after such promotion, shall be demoted to the classification from which promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.
- 6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
- 7. Employees shall abide by the residency requirements set out in the Personnel Rules as adopted by the City; provided, such requirements shall not discriminate against members of this bargaining unit.
- 8. Issues not specifically addressed by this contract shall be controlled by the City Personnel Rules.

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#### ARTICLE XX - STRIKES AND LOCKOUTS

- Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.
- 2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

#### ARTICLE XXI- DISCIPLINE AND APPEAL PROCEDURE

The employees of this bargaining unit shall be subject to the Discipline Procedure as set forth in the City of Grand Island Personnel Rules.

The following Appeal Procedure shall apply:

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

- 1. Discipline imposed by the Department Director may be appealed to the Mayor not later than five (5) working days following written notification of such discipline.
- 2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.
- 3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to arbitration.
- 4. The employee or the Union must provide the Personnel Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.

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5. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting arbitration shall have the right to strike the first name and the City shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

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

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the

parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

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

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

- 6. The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.
- 7. An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.

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8. Any time limits contained herein, or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.

## ARTICLE XXII - DURATION OF CONTRACT

- 1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
- This agreement shall continue in full force and effect until Midnight on September 30, 2007.

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- Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after April 1, 2007. Negotiations for determination of current labor market comparable salaries for Fiscal Year 2004-2005 may begin six months prior to the start of said fiscal year.
- 4. Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.

**Deleted:** Negotiations shall be limited to rates of pay and shall be completed by November 30

#### ARTICLE XXIII - SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall the n meet and attempt to negotiate a substitute.

## ARTICLE XXIV - SCOPE OF AGREEMENT

#### A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the

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contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

#### B. **INTERPRETATION**

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

## C. NEGOTIATIONS

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

#### ARTICLE XXV - C.I.R. WAIVER

As a result of regotiations, and in consideration of this entire collective bargaining

agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 1998 through September 30, 2002.

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

# AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES; Local No. 251

By_	
•	Edward E. Cox, President, Local 251
Ву_	
_	Steve Hancock Chief Steward MDP, Local 251

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AFSCME Contract 1998-2002 Deleted: 1 Page 32 of 32 Inserted: 1 Deleted: 1 CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation, By Ken Gnadt, Mayor Attest RaNae Edwards, City Clerk Deleted: Cindy K. Johnson **NEGOTIATING TEAM:** Marlan Ferguson, City Administrator, Deleted: Dale Iman Deleted: Chief Negotiator Deleted: Chuck Haase, Finance Director¶ Lisa Thayer, Personnel Director **•**¶ \_--Steve Paustian, Parks and Recreation Director¶ **•**¶ \_\_\_Bud Buettner, Assistant

Public Works Director

# AFSCME Salary Table - 2003 - 2004 with 2.5% COLA

Effective 10-6-03 (paycheck 10-23-2003) Exhibit B

Pict			Step							
			1	2		4	5	6	7	
	Equipment Operator - Streets	Hourly	11 3717	11 9425	12 5347	13 1593	13 8162	14 5054	15 2269	15 9914
	• • •	v								
Fleet Services Attendant		·								
Fleet Services Attendant		U								
			20,000.21	21,010.10	20,012.20	21,011.21	20,707.00	00,171.10	01,011.00	00,202.00
	Fleet Services Attendant/Clerk	Hourly	10.3397	10.8548	11.4040	11.9748	12.5778	13.2132	13.8808	14.5807
	4065	Bi-weekly	827.18	868.38	912.32	957.98	1,006.22	1,057.06	1,110.46	1,166.46
Pleet Services Inventory Specialist		Monthly	1,792.21	1,881.50	1,976.69	2,075.63	2,180.15	2,290.29	2,406.01	2,527.32
		Annual	21,506.68	22,577.88	23,720.32	24,907.48	26,161.72	27,483.56	28,871.96	30,327.96
	Fleet Services Inventory Specialist	Hourly	11.3394	11.9101	12.5024	13.1270	13.7839	14.4731	15.1946	15.9591
		•								
Fleet Services Mechanic		•								
Month    M		U								
Month    M										
Monthy   2,204.42   2,314.54   2,430.27   2,551.59   2,678.52   2,812.91   2,952.91   3,100.38   3,100.48	Fleet Services Mechanic	Hourly	12.7178	13.3531	14.0208	14.7207	15.4530	16.2283	17.0360	17.8868
Horticulturist   Hourly   12.0071   12.6101   13.2455   13.9131   14.6130   15.3454   16.1099   16.9175	4005	Bi-weekly	1,017.42	1,068.25	1,121.66	1,177.66	1,236.24	1,298.26	1,362.88	1,430.94
Horticulturist  4020 Bi-weekly 960.57 1,008.81 1,059.64 1,113.05 1,169.04 1,227.63 1,288.79 1,353.40    Monthly 2,081.23 2,185.75 2,295.89 2,411.60 2,532.92 2,659.87 2,792.38 2,932.37    Annual 24,974.82 26,229.06 27,550.64 28,939.30 30,395.04 31,918.38 33,508.54 35,188.40    Maintenance Worker - Cemetery Hourly 11.2856 11.8455 12.4378 13.0624 13.7192 14.4084 15.1299 15.8838    4040 Bi-weekly 902.85 947.64 995.02 1,044.99 1,097.54 1,152.67 1,210.39 1,270.70    Monthly 1,956.17 2,053.22 2,155.89 2,264.15 2,377.99 2,497.46 2,622.52 2,753.19    Annual 23,474.10 24,638.64 25,870.52 27,169.74 28,536.04 29,969.42 31,470.14 33,038.20    Maintenance Worker - Streets Hourly 10.9732 11.5224 12.1039 12.7070 13.3423 14.0100 14.7100 15.4422    4045 Bi-weekly 877.86 921.79 968.31 1,016.56 1,067.38 1,120.80 1,176.80 1,235.38    Monthly 1,902.02 1,997.22 2,098.01 2,202.55 2,312.67 2,428.40 2,549.73 2,676.65    Annual 22,824.36 23,966.54 25,176.06 26,430.56 27,751.88 29,140.80 30,596.80 32,119.88    Maintenance Worker - Parks Hourly 11.2101 11.7809 12.3732 12.9977 13.6546 14.3439 15.0653 15.7868    Maintenance Worker - Parks Hourly 11.2101 11.7809 12.3732 12.9977 13.6546 14.3439 15.0653 15.7868    Maintenance Worker - Parks Hourly 19,43.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,736.38    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,736.38    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,736.38    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,736.38    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,7363.80    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,7363.80    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,7363.80    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,7363.80    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,7363.80    Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611		Monthly	2,204.42	2,314.54	2,430.27	2,551.59	2,678.52	2,812.91	2,952.91	3,100.38
Monthy   M		Annual	26,452.92	27,774.50	29,163.16	30,619.16	32,142.24	33,754.76	35,434.88	37,204.44
Monthly Annual         2,081.23         2,185.75         2,295.89         2,411.60         2,532.92         2,659.87         2,792.38         2,932.37           Maintenance Worker - Cemetery         Hourly Bi-weekly         11.2856         11.8455         12.4378         13.0624         13.7192         14.4084         15.1299         15.8838           Monthly Maintenance Worker - Cemetery         Hourly Monthly         11.2856         12.4378         13.0624         13.7192         14.4084         15.1299         15.8838           Maintenance Worker - Cemetery         Hourly Monthly         1,956.17         2,053.22         2,155.89         2,264.15         2,377.99         2,497.46         2,622.52         2,753.19           Maintenance Worker - Streets         Hourly Monthly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Monthly Monthly         1,902.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.33         2,676.65           Annual         22,824.36         23,966.54         25,176.06         26,430.56         27,751.88         29,140.80         30,596.80         15,176.88           Maintenance Worker - Parks         Hourly Monthly <th>Horticulturist</th> <th>Hourly</th> <th>12.0071</th> <th>12.6101</th> <th>13.2455</th> <th>13.9131</th> <th>14.6130</th> <th>15.3454</th> <th>16.1099</th> <th>16.9175</th>	Horticulturist	Hourly	12.0071	12.6101	13.2455	13.9131	14.6130	15.3454	16.1099	16.9175
Maintenance Worker - Cemetery         Hourly         11.2856         11.8455         12.4378         13.0624         13.7192         14.4084         15.1299         15.8838           Monthly         19.56.17         2,053.22         2,155.89         2,264.15         2,377.99         2,497.46         2,622.52         2,753.19           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Monthly         1,992.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Maintenance Worker - Parks         Hourly         11.21	4020	Bi-weekly	960.57	1,008.81	1,059.64	1,113.05	1,169.04	1,227.63	1,288.79	1,353.40
Maintenance Worker - Cemetery         Hourly         11.2856         11.8455         12.4378         13.0624         13.7192         14.4084         15.1299         15.8838           Monthly         19.56.17         2,053.22         2,155.89         2,264.15         2,377.99         2,497.46         2,622.52         2,753.19           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Monthly         1,992.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Maintenance Worker - Parks         Hourly         11.21		Monthly	2,081.23	2,185.75	2,295.89	2,411.60	2,532.92	2,659.87	2,792.38	2,932.37
4040         Bi-weekly         902.85         947.64         995.02         1,044.99         1,097.54         1,152.67         1,210.39         1,270.70           Monthly         1,956.17         2,053.22         2,155.89         2,264.15         2,377.99         2,497.46         2,622.52         2,753.19           Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Monthly         1,902.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Annual         22,824.36         23,966.54         25,176.06         26,430.56         27,751.88         29,140.80         30,596.80         32,119.88           Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38		Annual	24,974.82	26,229.06	27,550.64	28,939.30		31,918.38	33,508.54	35,188.40
4040       Bi-weekly       902.85       947.64       995.02       1,044.99       1,097.54       1,152.67       1,210.39       1,270.70         Monthly       1,956.17       2,053.22       2,155.89       2,264.15       2,377.99       2,497.46       2,622.52       2,753.19         Maintenance Worker - Streets       Hourly       10.9732       11.5224       12.1039       12.7070       13.3423       14.0100       14.7100       15.4422         Monthly       1,902.02       1,997.22       2,098.01       2,202.55       2,312.67       2,428.40       2,549.73       2,676.65         Annual       22,824.36       23,966.54       25,176.06       26,430.56       27,751.88       29,140.80       30,596.80       32,119.88         Maintenance Worker - Parks       Hourly       11.2101       11.7809       12.3732       12.9977       13.6546       14.3439       15.0653       15.7868         Monthly       1,943.08       2,042.02       2,144.69       2,252.93       2,366.80       2,486.28       2,611.32       2,736.38										
Monthly Annual         1,956.17 2,053.22 2,155.89 2,264.15 2,377.99 2,497.46 2,622.52 2,753.19 2,407.40 2,622.52 2,753.19 2,407.40 2,622.52 2,753.19 2,407.40 2,622.52 2,753.19 2,407.40 2,622.52 2,753.19 2,407.40 2,622.52 2,753.19 2,407.40 2,407.40 2,4638.64 25,870.52 27,169.74 28,536.04 29,969.42 31,470.14 33,038.20           Maintenance Worker - Streets 4045 Bi-weekly Bi-weekly Bi-weekly Bi-weekly 2,824.36 23,966.54 25,176.06 26,430.56 27,751.88 29,140.80 30,596.80 32,119.88         1,120.80 1,176.80 1,235.38 2,676.65 2,751.88 29,140.80 30,596.80 32,119.88           Maintenance Worker - Parks 4050 Bi-weekly Bi-weekly Monthly 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,736.38	-	•								
Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           Monthly         1,902.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38	4040	·								
Maintenance Worker - Streets         Hourly         10.9732         11.5224         12.1039         12.7070         13.3423         14.0100         14.7100         15.4422           4045         Bi-weekly         877.86         921.79         968.31         1,016.56         1,067.38         1,120.80         1,176.80         1,235.38           Monthly         1,902.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Annual         22,824.36         23,966.54         25,176.06         26,430.56         27,751.88         29,140.80         30,596.80         32,119.88           Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           4050         Bi-weekly         896.81         942.47         989.86         1,039.82         1,092.37         1,147.51         1,205.22         1,262.94           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38		U								
4045         Bi-weekly Monthly         877.86         921.79         968.31         1,016.56         1,067.38         1,120.80         1,176.80         1,235.38           Monthly Monthly         1,902.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Annual         22,824.36         23,966.54         25,176.06         26,430.56         27,751.88         29,140.80         30,596.80         32,119.88           Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           4050         Bi-weekly         896.81         942.47         989.86         1,039.82         1,092.37         1,147.51         1,205.22         1,262.94           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38		Annual	23,474.10	24,638.64	25,870.52	27,169.74	28,536.04	29,969.42	31,470.14	33,038.20
4045         Bi-weekly Monthly         877.86         921.79         968.31         1,016.56         1,067.38         1,120.80         1,176.80         1,235.38           Monthly Monthly         1,902.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Annual         22,824.36         23,966.54         25,176.06         26,430.56         27,751.88         29,140.80         30,596.80         32,119.88           Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           4050         Bi-weekly         896.81         942.47         989.86         1,039.82         1,092.37         1,147.51         1,205.22         1,265.94           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38										
Monthly Annual         1,902.02         1,997.22         2,098.01         2,202.55         2,312.67         2,428.40         2,549.73         2,676.65           Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           4050         Bi-weekly         896.81         942.47         989.86         1,039.82         1,092.37         1,147.51         1,205.22         1,262.94           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38		v								
Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           4050         Bi-weekly         896.81         942.47         989.86         1,039.82         1,092.37         1,147.51         1,205.22         1,262.94           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38	4045	v								
Maintenance Worker - Parks         Hourly         11.2101         11.7809         12.3732         12.9977         13.6546         14.3439         15.0653         15.7868           4050         Bi-weekly         896.81         942.47         989.86         1,039.82         1,092.37         1,147.51         1,205.22         1,262.94           Monthly         1,943.08         2,042.02         2,144.69         2,252.93         2,366.80         2,486.28         2,611.32         2,736.38		v								
4050       Bi-weekly       896.81       942.47       989.86       1,039.82       1,092.37       1,147.51       1,205.22       1,262.94         Monthly       1,943.08       2,042.02       2,144.69       2,252.93       2,366.80       2,486.28       2,611.32       2,736.38		Annual	22,824.36	23,966.54	25,176.06	26,430.56	27,751.88	29,140.80	30,596.80	32,119.88
<b>Monthly</b> 1,943.08 2,042.02 2,144.69 2,252.93 2,366.80 2,486.28 2,611.32 2,736.38	Maintenance Worker - Parks	Hourly	11.2101	11.7809	12.3732	12.9977	13.6546	14.3439	15.0653	15.7868
	4050	Bi-weekly	896.81	942.47	989.86	1,039.82	1,092.37	1,147.51	1,205.22	1,262.94
		Monthly	1,943.08	2,042.02	2,144.69	2,252.93	2,366.80	2,486.28	2,611.32	2,736.38
<b>Annual</b> 23,317.06 24,504.22 25,736.36 27,035.32 28,401.62 29,835.26 31,335.72 32,836.44		Annual	23,317.06	24,504.22	25,736.36	27,035.32	28,401.62	29,835.26	31,335.72	32,836.44
<b>enior Equipment Operator - Streets Hourly</b> 12.4593 13.0839 13.7408 14.4300 15.1514 15.9053 16.7022 17.5422	enior Equipment Operator - Streets	Hourly	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422
4055 Bi-weekly 996.74 1,046.71 1,099.26 1,154.40 1,212.11 1,272.42 1,336.18 1,403.38		•								
<b>Monthly</b> 2,159.61 2,267.88 2,381.74 2,501.20 2,626.24 2,756.92 2,895.05 3,040.65		·								
<b>Annual</b> 25,915.24 27,214.46 28,580.76 30,014.40 31,514.86 33,082.92 34,740.68 36,487.88		•								

Senior Maintenance Worker - Parks	Hourly	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422	
4058	Bi-weekly	996.74	1,046.71	1,099.26	1,154.40	1,212.11	1,272.42	1,336.18	1,403.38	
	Monthly	2,159.61	2,267.88	2,381.74	2,501.20	2,626.24	2,756.92	2,895.05	3,040.65	
	Annual	25,915.24	27,214.46	28,580.76	30,014.40	31,514.86	33,082.92	34,740.68	36,487.88	
enior Maintenance Worker - Streets	Hourly	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422	
4060	Bi-weekly	996.74	1,046.71	1,099.26	1,154.40	1,212.11	1,272.42	1,336.18	1,403.38	
	Monthly	2,159.61	2,267.88	2,381.74	2,501.20	2,626.24	2,756.92	2,895.05	3,040.65	
	Annual	25,915.24	27,214.46	28,580.76	30,014.40	31,514.86	33,082.92	34,740.68	36,487.88	
Traffic Signal Technician	Hourly	12.4593	13.0839	13.7408	14.4300	15.1514	15.9053	16.7022	17.5422	
4070	Bi-weekly	996.74	1,046.71	1,099.26	1,154.40	1,212.11	1,272.42	1,336.18	1,403.38	
	Monthly	2,159.61	2,267.88	2,381.74	2,501.20	2,626.24	2,756.92	2,895.05	3,040.65	
	Annual	25,915.24	27,214.46	28,580.76	30,014.40	31,514.86	33,082.92	34,740.68	36,487.88	

## RESOLUTION 2002-269

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND

ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and

between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American

Federation of State, County, and Municipal Employees, AFL-CIO (AFSCME), for the period of October

1, 2002 through September 30, 2007.

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Adopted by the City Council of the City of Grand Island, Nebraska on August 27, 2002.

RaNae Edwards, City Clerk

Approved as to Form ? \_\_\_\_\_\_ August 23, 2002 ? City Attorney