



# City of Grand Island

Tuesday, December 17, 2002

Council Session

## Item I3

### **#2002-396 - Approving FOP Contract**

*Proposed is a 5 year contract between the FOP, Local #24 and the City of Grand Island. The City and FOP began negotiating this contract in September, 2002 and have reached a tentative agreement. Approval is recommended.*

Staff Contact: Marlan Ferguson

# **AGREEMENT**

THIS AGREEMENT, effective October 1, 2002, 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, Sergeants, Captains and those holding the working title of Lieutenants.

## **ARTICLE II RESIDENCY**

All employees covered under this agreement are required to reside within fifty (50) 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**

After January 13, 2003, for purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked and other leaves that are counted as "hours worked" with respect to non-union city employees as of January 13, 2003. Until that time, all pay codes other than "actual hours worked" are excluded from overtime calculations. Overtime shall be paid after an employee has worked forty (40) hours. Employees shall be entitled to two (2) consecutive days off during each work week.

**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 1.3 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 plus additional compensation at the rate of 1.4 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 two (2) personal leave days each agreement year, commencing October 1 and ending September 30, to all eligible employees. The day selected by the employee must have the prior approval of the supervisor. One personal holiday must be taken within the

first one hundred eighty (180) days of the year and one personal holiday must be taken within the second one hundred eighty-five (185) days of the year.

**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.

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**

Authorized leave shall be computed on the following basis as of fiscal contract year 2003-2004;

<u>Years of Employment</u>	<u>Vacation Earned</u>
1-4	Ten (10) days
5-9	Fifteen (15) days
10-14	Seventeen (17) days
15-19	Nineteen (19) days
20-24	Twenty (20) days
25+	Twenty-one (21) days

**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 consecutive days which may include weekends, holidays and vacation, comp time and personal leave.

**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 work.

## **ARTICLE VII SICK AND FUNERAL LEAVE**

### **A. Amount Authorized**

1. **Sick Leave.** Sick leave shall be earned by each employee at the rate of eight (8) hours for each calendar month of service.
2. **Funeral Leave.** Funeral leave shall be granted to eligible employees for up to three (3) days per calendar year. Any portion of a workday used for funeral leave shall be considered a full day of funeral leave. No funeral day leave shall be compensated at the rate of more than eight (8) hours per day.

### **B. Use of Sick Leave**

Sick leave with pay must be earned before it can be taken and advancing sick leave is prohibited. Employees may utilize their allowances of sick 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. Sick leave with pay may be utilized to keep medical or dental appointments. Sick leave may also be utilized for a maximum of five (5) days in each calendar year for illness of a member of an employee's immediate family or household. For purposes of sick 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 Funeral Leave**

Upon completion of one (1) year of continuous service, an employee shall be eligible to use up to three (3) days of paid funeral leave for the death of an immediate family member. For purposes of funeral leave, "immediate family member" shall include son, daughter, sibling, spouse, parent, grandparent, grandchild, and in-laws of the same relation. Funeral leave shall not exceed three (3) days in any calendar year.

### **D. Sick Leave – Reports on Condition**

When an employee finds it necessary to utilize sick 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 sick leave.

**E. Fraudulent Use of Sick or Funeral Leave**

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

**F. Compensation for Accumulated Sick Leave Days Over 120**

An employee may accumulate sick leave to a maximum of One Hundred Twenty (120) working days. The City will compensate such employee for unused sick leave in excess of One Hundred Twenty (120) days accumulated sick leave, on an annual basis. The compensation will be at the rate of fifty percent (50%) day’s pay, based upon current pay rate at the time of such compensation, for each day of unused sick leave for the preceding year. The compensation shall be paid annually at a time to be determined by the City.

**G. Notification**

If an employee is absent for reasons that entitle the employee to sick or funeral 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 sick or funeral leave shall be approved. Immediately upon return to work the employee shall submit a leave form to his or her supervisor.

**H. Compensation for Unused Sick Leave at Retirement**

Each employee upon retirement shall be paid for fifty percent (50%) of his or her accumulated sick leave, the rate of compensation to be based on the employee’s salary at the time of retirement. 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 fifty percent (50%) of all unused sick leave.

**I. Compensation for Unused Sick Leave upon Death in the Line of Duty**

If an employee is killed in the line of duty, said employee’s designated beneficiary on his or her City life insurance policy shall be paid for all of his or her accumulated sick leave, the rate of compensation to be based upon the employee’s salary at the time of death.

**J. 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 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. Court leave will be paid in this manner as of January 13, 2003.

**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, sergeant or captain 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 sick 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 sick 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 sick or vacation leave taken during the initial waiting period.
6. While on leave of any nature due to a temporary disability, 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.

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.

## **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 sick 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 are based upon comparability using the Nebraska cities of Hastings, Kearney, Norfolk, North Platte and Fremont. This array was established by CIR decision of 2002.

**A. 2002-2003 Fiscal Year**

Rates of pay from October 1, 2002 through September 30, 2003, 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 2002 (October 7, 2002). For each fiscal year, the new rate of pay as outlined in Exhibit "A" and for the following fiscal years once COLA is implemented, said new rate of pay and COLA's shall take effect during the first full pay period in the month of October.

**B. 2003-2004 Fiscal Year**

Effective in the first full pay period of October, 2003, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by a cost of living adjustment (COLA) at three and one-half percent (3.5%).

**C. 2004-2005 Fiscal Year**

Effective in the first full pay period of October, 2004, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by a cost of living adjustment (COLA) at three and one-half percent (3.5%).

**D. 2005-2006 Fiscal Year**

The City and FOP agree to do a salary survey with the agreed upon array guaranteeing the FOP receive 1.5% over mid-point. The wages will be effective in the first full pay period of October 2005, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by the survey results. The array will remain the same cities as those used in 2002 unless a particular city in the array would become disqualified by CIR standards. In such case, any city that is disqualified by CIR standards shall not be included in the array.

**E. 2006-2007 Fiscal Year**

Effective in the first full pay period of October, 2006, Steps 1 through 8 of the pay ranges for police officer, police sergeant and police captain shall be adjusted by a cost of living adjustment (COLA) at three and one-half percent (3.5%).

**F. 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.

### **G. 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 (80) hours annually (53.334 actual hours worked), with the year commencing October 1. All compensatory time that is not used by the September 30<sup>th</sup> 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 second pay period in the month of October. 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.

## **ARTICLE XVI PAY PLAN STRUCTURE**

### **A. Administration of Pay Schedule**

1. Officers, Sergeants and Captains will be considered for pay schedule step increases upon receiving satisfactory performance appraisals according to the following schedule:

- |         |  |
|---------|--|
| Step 1. | Entry level;   |
| Step 2. | Upon successful completion of six (6) months of service in step 1 of the job classification and upon receiving a satisfactory performance appraisal;       |
| Step 3. | Upon successful completion of six (6) 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 eighteen (18) months of service in step 5 of the job classification and upon receiving a satisfactory performance appraisal; |

- Step 7. Upon successful completion of eighteen (18) months of service in step 6 of the job classification and upon receiving a satisfactory performance appraisal;
  - Step 8. Upon successful completion of eighteen (18) months of service in step 7 of the job classification and upon receiving a satisfactory performance appraisal;
2. Employees receiving promotions may be considered for pay schedule step increases based upon the anniversary date of the promotion. 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.
  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 probationary 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 at least yearly and also when an employee is eligible for a step advancement. Should an employee receive an appraisal indicating unsatisfactory performance, that employee will not receive an increase in pay, other than a cost-of-living increase.
  5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his/her class of position.

**B. Probationary 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: Good** cause for disciplinary action against any employee shall include any cause so specified in the Employee Reference Manual of the City of Grand Island 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 Deputy Chief, 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. Hospitalization, Medical, Dental and Long-Term Disability Insurance**

The City agrees to pay hospitalization, medical, dental and long-term disability insurance during the term of this agreement for the employee and the employee's dependents. For the contract year October 1, 2002 through September 30, 2003, the employee shall contribute seven percent (7%) for single coverage. For family coverage, and all other coverages asked for by the employee, the employee shall contribute fourteen (14%) of the premium. For the remaining 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.

### **B. Life Insurance**

The City will provide a \$30,000.00 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**

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 for the first two pay periods of a month per employee. The total

amount paid per month per employee is fifty dollars (\$50.00). 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.

### **E. Body Armor**

The City shall provide contribution toward the purchase of protective body armor by employees as follows:

1. The City's contribution shall be eighty percent (80%) of the first Five Hundred Dollars (\$500.00) of actual cost of an employee's body armor. The maximum contribution by the City shall not exceed Four Hundred Dollars (\$400.00) per employee.
2. The City's contribution shall apply only to purchases of body armor made after the date of signature of this agreement.
3. The City's contribution shall apply only to initial purchases of body armor and replacement purchases made five (5) or more years after the last purchase to which the City made any contribution.
4. No more than twenty (20) employees shall be eligible to receive a contribution toward the purchase of body armor in each fiscal year covered by this agreement. Additional body armor shall be provided for newly hired employees.

### **F. 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. Reimbursement approval is limited as follows:
  - a. Base tuition and necessary books only. No reimbursement shall be allowed for other fees.



- b. Tuition shall be limited to the following in-state rates:  
  
    - Two year degree: Central Community College rates.
    - Four year degree: University of Nebraska-Kearney rates.
  - c. 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 permanent full time 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: No limitations

Said amounts are to be paid annually from October 1 through the end of the following September.
  6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

### **G. 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.

### **H. 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 consideration in granting employee's preference relative to shift assignment when filling a vacancy in the patrol division. It is understood that the Chief of Police, in the best interest of the operation of the Police Department, 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 Five Hundred Dollars (\$500.00) per calendar year, such pay to be included in the second paycheck in November. The Chief of Police shall determine which languages are “approved” based upon the needs of the department as they relate to the population make-up of Grand Island.

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

**ARTICLE XXII  
RISK MANAGEMENT COMMITTEE**

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health, medical, dental, life and disability insurance as well to address safety and risk management issues.

**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 just cause whether arising under this agreement or City work rules.
2. Direct the work force, expressly reserving all 7K rights as outlined by federal law. The parties acknowledge that the City's express reservation of all 7K rights as outlined by federal law should not be understood as an affirmative agreement by the FOP to the use of 7K provisions to implement any schedule changes or alteration from the manner of calculating overtime compensation. In the event that the City implements any schedule changes or alteration in this reservation of rights, the City agrees to provide the FOP with six (6) months notice prior to such implementation.
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.

### **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. FOP 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 October 1, 2002 and shall continue in effect until midnight, September 30, 2007. 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, 2007 but no later than February 1, 2007.

## **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, 2002 through September 30, 2007. 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 \_\_\_\_\_, 2002.



**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

## 2002 - 2003 FOP Salary Table

Exhibit A

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>6005 POLICE OFFICER</b>								
Hourly	13.2195	13.7152	14.2296	14.7632	15.3168	16.3060	17.3590	18.4800
Bi-weekly	1,057.56	1,097.22	1,138.37	1,181.06	1,225.34	1,304.48	1,388.72	1,478.40
Monthly	2,291.38	2,377.31	2,466.47	2,558.96	2,654.90	2,826.37	3,008.89	3,203.20
Annual	27,496.56	28,527.72	29,597.62	30,707.56	31,858.84	33,916.48	36,106.72	38,438.40
<b>6010 POLICE SERGEANT</b>								
Hourly	16.8204	17.5945	18.4043	19.2514	20.1374	21.0643	22.0338	23.0478
Bi-weekly	1,345.63	1,407.56	1,472.34	1,540.11	1,610.99	1,685.14	1,762.70	1,843.82
Monthly	2,915.53	3,049.71	3,190.07	3,336.91	3,490.48	3,651.14	3,819.18	3,994.94
Annual	34,986.38	36,596.56	38,280.84	40,042.86	41,885.74	43,813.64	45,830.20	47,939.32
<b>6015 POLICE CAPTAIN</b>								
Hourly	18.6375	19.4990	20.4001	21.3429	22.3293	23.3613	24.4411	25.5707
Bi-weekly	1,491.00	1,559.92	1,632.01	1,707.43	1,786.34	1,868.90	1,955.29	2,045.66
Monthly	3,230.50	3,379.83	3,536.02	3,699.43	3,870.40	4,049.28	4,236.46	4,432.26
Annual	38,766.00	40,557.92	42,432.26	44,393.18	46,444.84	48,591.40	50,837.54	53,187.16

## 2003 - 2004 FOP Salary Table

Exhibit B

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>6005 POLICE OFFICER</b>								
Hourly	13.6822	14.1952	14.7276	15.2799	15.8529	16.8767	17.9666	19.1268
Bi-weekly	1,094.58	1,135.62	1,178.21	1,222.39	1,268.23	1,350.14	1,437.33	1,530.14
Monthly	2,371.59	2,460.51	2,552.79	2,648.51	2,747.83	2,925.30	3,114.22	3,315.30
Annual	28,459.08	29,526.12	30,633.46	31,782.14	32,973.98	35,103.64	37,370.58	39,783.64
<b>6010 POLICE SERGEANT</b>								
Hourly	17.4091	18.2103	19.0485	19.9252	20.8422	21.8016	22.8050	23.8545
Bi-weekly	1,392.73	1,456.82	1,523.88	1,594.02	1,667.38	1,744.13	1,824.40	1,908.36
Monthly	3,017.58	3,156.44	3,301.74	3,453.71	3,612.66	3,778.95	3,952.87	4,134.78
Annual	36,210.98	37,877.32	39,620.88	41,444.52	43,351.88	45,347.38	47,434.40	49,617.36
<b>6015 POLICE CAPTAIN</b>								
Hourly	19.2898	20.1815	21.1141	22.0899	23.1108	24.1789	25.2965	26.4657
Bi-weekly	1,543.18	1,614.52	1,689.13	1,767.19	1,848.86	1,934.31	2,023.72	2,117.26
Monthly	3,343.56	3,498.13	3,659.78	3,828.91	4,005.86	4,191.01	4,384.73	4,587.40
Annual	40,122.68	41,977.52	43,917.38	45,946.94	48,070.36	50,292.06	52,616.72	55,048.76

2004 - 2005 FOP Salary Table

Exhibit C

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>6005 POLICE OFFICER</b>								
Hourly	14.1611	14.6920	15.2431	15.8147	16.4078	17.4674	18.5954	19.7962
Bi-weekly	1,132.89	1,175.36	1,219.45	1,265.18	1,312.62	1,397.39	1,487.63	1,583.70
Monthly	2,454.60	2,546.61	2,642.14	2,741.22	2,844.01	3,027.68	3,223.20	3,431.35
Annual	29,455.14	30,559.36	31,705.70	32,894.68	34,128.12	36,332.14	38,678.38	41,176.20
<b>6010 POLICE SERGEANT</b>								
Hourly	18.0184	18.8477	19.7152	20.6226	21.5717	22.5647	23.6032	24.6894
Bi-weekly	1,441.47	1,507.82	1,577.22	1,649.81	1,725.74	1,805.18	1,888.26	1,975.15
Monthly	3,123.19	3,266.94	3,417.31	3,574.59	3,739.10	3,911.22	4,091.23	4,279.49
Annual	37,478.22	39,203.32	41,007.72	42,895.06	44,869.24	46,934.68	49,094.76	51,353.90
<b>6015 POLICE CAPTAIN</b>								
Hourly	19.9649	20.8879	21.8531	22.8630	23.9197	25.0252	26.1819	27.3920
Bi-weekly	1,597.19	1,671.03	1,748.25	1,829.04	1,913.58	2,002.02	2,094.55	2,191.36
Monthly	3,460.58	3,620.57	3,787.88	3,962.92	4,146.09	4,337.71	4,538.19	4,747.95
Annual	41,526.94	43,446.78	45,454.50	47,555.04	49,753.08	52,052.52	54,458.30	56,975.36

R E S O L U T I O N 2002-396

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized to sign the Labor Agreement by and between the City of Grand Island and the Fraternal Order of Police (F.O.P.), Lodge No. 24, for the period October 1, 2002 through September 30, 2007.

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Adopted by the City Council of the City of Grand Island, Nebraska on December 17, 2002.

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RaNae Edwards, City Clerk

Approved as to Form December 13, 2002	_____ City Attorney
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