



# City of Grand Island

Tuesday, October 14, 2003

Council Session

## Item G35

### **#2003-301 - Approving Amendment to IAFF Contract Relative to HRA Benefit**

*The City Council recently approved the implementation of an HRA (Healthcare Reimbursement Account) benefit plan for non-union employees of the City of Grand Island and also recognized the IAFF union contract that was implemented in October 2001 that allows the IAFF to participate in a post employment health plan if it were adopted by other employees in the City. This amendment is somewhat of a housekeeping measure to formally recognize the extent to which the IAFF will participate in an HRA. The IAFF has met as an organized group and decided that it would like to roll any unused sick leave that would be paid out at retirement, any unused vacation that would be paid out at retirement or termination, any sick leave buy-out that is paid in January each year, any longevity pay that is paid out in October each year. In addition, they wish to be compensated at a equal rate (\$186) amongst all employees in the IAFF for a personal holiday with that money going into the HRA also. The flat amount will increase at the same rate as wages will as provided in the contract. This amendment to the agreement does not represent any additional expense to the City as these dollars are already budgeted for in the current budget and covered under the union contract.*

Staff Contact: Brenda Sutherland

**FIRST AMENDMENT  
TO  
LABOR AGREEMENT BETWEEN  
THE CITY OF GRAND ISLAND  
AND  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #647**

THIS AMENDMENT to the Agreement between the City of Grand Island and Local #647, International Association of Firefighters, AFL-CIO, CLC, amends the paragraphs specifically mentioned herein for the Agreement that became effective between the parties on October 1, 2001.

1. Pursuant to the labor agreement, Article XVII, subparagraph (a), if the City implements a post employment health plan for the employees of the City, the Union will be allowed to participate.

2. Upon negotiations between the parties, it has been agreed that the Union will be allowed to participate in a health care reimbursement account referred to as an HRA hereafter, by contributing to the plan the holidays described in Article IV, paragraph (a), in the last paragraph. The holiday specifically to be used is described in Article IV, subparagraph (a) as “ In addition, the City will provide (1) additional non-cumulative personal holiday each fiscal year to all eligible employees and this holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis.”. The eligibility for participation shall remain the same as outline in Article IV of the Labor Agreement, thus the eligibility for the contribution shall be tied to Article IV, subparagraph (b), Eligibility for Holiday Pay.

3. The contribution shall be the same for all eligible employees and the base wage amount to be contributed for the one non-cumulative personal holiday to the HRA shall be \$15.50 x 12 hours or \$186.00.

4. The contribution rates for the post employment health plan for fiscal years 2004-2005 and 2005-2006 shall be the base rate of \$186.00 shall be adjusted according to the same terms outlined in Article XIV, paragraph (e) for fiscal year 2004-2005 and Article XIV, paragraph (f) for fiscal year 2005-2006.

5. The following shall also be contributed by members of the Union to the HRA:

- a. Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave. In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period. An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of actual hours worked. (Article V-E)
- b. An employee may accumulate sick leave to a maximum of 2880 hours. The City will compensate such employee for unused sick leave in excess of 2880 hours accumulated sick leave, on an annual basis. The compensation will be at the rate of one-quarter (1/4) hourly rate, based upon current pay rate at the time of such compensation, for each hour of unused sick leave for the preceding year. The compensation shall be paid annually in the second paycheck in January. There shall be no alternative for an employee to elect compensation in the form of leave with pay. (Article VI-E)
- c. In addition to paragraph b above, each employee upon retirement shall be paid for one-quarter of his or her accumulated sick leave, the rate of compensation to be based on the employee's salary at the time of retirement. (Article VI-H)
- d. The City agrees to provide an annual stipend to employees meeting the following conditions as of October 1 of each year, said payment to be made in the first pay period falling on or after October 1:

Completion of 5 years of continuous service to the City: \$ 85.00  
Completion of 10 years of continuous service to the City: \$210.00  
Completion of 15 years of continuous service to the City: \$340.00  
Completion of 20 years of continuous service to the City: \$430.00  
Completion of 25 years of continuous service to the City: \$520.00  
(Article XVII-J)

IN WITNESS WHEREOF the parties have executed this Amendment to the original agreement on the \_\_\_\_ day of \_\_\_\_\_, 2003.

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS LOCAL #647,

By: \_\_\_\_\_  
Scott Kuehl, President of Local #647

Attest: CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

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

Approved as to form by City Attorney \_\_\_\_\_  
Approved by Resolution 2003-301

R E S O L U T I O N 2003-301

WHEREAS, on September 9, 2003, by Resolution 2003-259, the City Council for the City of Grand Island approved the proposal of Security Benefit Group of Companies of Topeka, Kansas, for 501(c)(9) Veba Trust (Voluntary employee benefits association) for the nonunion employees; and

WHEREAS, on August 28, 2001, by Resolution 2001-226, the City Council for the City of Grand Island approved the labor agreement with the International Association of Firefighters, Local No. 647 ("IAFF"); and

WHEREAS, such union contract provides that if a post employment health plan was adopted for other employees of the City, the IAFF union members could also participate in such program; and

WHEREAS, proposed changes to the labor agreement have been proposed pertaining to such union participation in the 501(c)(9) VEBA Trust, with such changes being incorporated into the First Amendment to the Labor Agreement between the City and the IAFF attached hereto as Exhibit "A"; and

WHEREAS, the First Amendment to the agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the First Amendment to the Labor Agreement between the City and the IAFF attached hereto as Exhibit "A" pertaining to the union participation in the 501(c)(9) VEBA Trust is hereby approved; and the Mayor is hereby authorized and directed to execute such amendment on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED, that any contracts or documentation necessary for the IAFF labor union to participate in the 501(c)(9) VEBA Trust offered by Security Benefit Group of Companies of Topeka, Kansas as specified above are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 14, 2003.

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 10, 2003	☐ City Attorney