



City of Grand Island

Tuesday, February 24, 2015

Council Session

Item I-3

**#2015-58 - Consideration of Approving Resolution Recognizing
IBEW Local #1597 Service/Clerical as Labor Representative for
the Community Service Officers**

Staff Contact: Robert Sivick

Council Agenda Memo

From: Robert J. Sivick, City Attorney

Meeting: February 24, 2015

Subject: Consideration of Approving Resolution Recognizing IBEW Local 1597 (Service/Clerical) as Labor Representative for the Community Service Officers and Amending Relevant Labor Contract

Item #'s: I-3

Presenter(s): Robert J. Sivick, City Attorney

Background

On January 25, 2015 the City of Grand Island (City) through its City Attorney was served notice by the International Brotherhood of Electrical Workers Local 1597 (IBEW), the City's Police Department Community Service Officers (CSOs) were seeking labor representation from the IBEW and inclusion in that organization's Service/Clerical Bargaining Unit presently representing approximately sixty full time City employees.

Discussion

City employees have the right to organize for the purpose of collective bargaining pursuant to Neb. Rev. Stat. §48-837. After receiving notice from the IBEW regarding the CSOs desire to organize, the City may decline to voluntarily recognize the IBEW as the labor representative for those employees. Such action would likely trigger an industrial dispute resulting in the IBEW filing a Petition with the Commission of Industrial Relations invoking that body's authority pursuant to Neb. Rev. Stat. §§48-811(1) and 48-838. In the alternative the City may voluntarily recognize the IBEW as the labor representative for the CSOs pursuant to Neb. Rev. Stat. §48-816(2).

After considering the situation the Legal Department consulted with the Administration and recommended voluntarily recognizing the IBEW as the labor representative for the CSOs. The Administration concurred with that recommendation.

Voluntary recognition will require action by the Grand Island City Council (Council) as the governing body of the City which is the employer of the CSOs. That action would necessitate approval of the Resolution before the Council for consideration this evening.

That Resolution if approved would definitively recognize the IBEW as the labor representative for the CSOs and add that job classification to the list of positions covered under the present contract the IBEW has with the City for the Service/Clerical bargaining unit. All other matters regarding the wages, benefits, and conditions of employment for the CSOs will be the subject of future negotiations and approval by the IBEW and the Council.

Alternatives

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

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

Recommendation

The City Administration recommends approval of Resolution 2015-58.

Sample Motion

Move to approve.



Dan Quick
Pres./ Bus. Mgr.
IBEW Local 1597
P.O. Box 10
Grand Island, NE
68803

January 25, 2015


Bob Sivick
City Attorney
100 East 1st St.
Grand Island, NE 68801

RE: Request for Union Representation

Dear Mr. Sivick,

The Code Enforcement Officers for the City of Grand Island have requested Union Representation from The International Brotherhood of Electrical Workers Local 1597. The language contained in Article I, Section B of the Service Clerical Agreement allows for additional job classifications to be added to the bargaining unit by written mutual agreement. The Union is requesting that these employees be included in the Service Clerical Agreement based on a community of interest with the bargaining unit. A majority of signed authorization cards have been collected therefore the Union is asking the City for voluntarily recognition and allow them to be represented under the Service Clerical Agreement. Upon the addition of the Code Enforcement Officers to the bargaining unit the Union requests to meet with the City to negotiate any changes in wages, benefits and terms and conditions of employment.

Sincerely,

Dan Quick

Pres/Bus Mgr
IBEW Local 1597



and

UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO

SERVICE/CLERICAL

October 1, 2014 through September 30, 2018

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AGREEMENT

THIS AGREEMENT, dated this 9th day of September, 2014, by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, 2014 through and including September 30, 2018.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering into 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 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, regular status, non-supervisory employees in the following positions employed with the City. Nothing contained in this Article shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to the expiration of this agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts the decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union during the term of this Agreement. Employees represented by this bargaining agreement are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. EMPLOYEE CLASSIFICATIONS

Administrative Assistant (Fire, Parks, Public Works,
Utilities) Accounting Technician (Streets)
Accounts Payable Clerk
Audio Video Technician
Building Inspector
Public Safety Dispatcher
Community Development Administrator
Community Development Specialist
Community Service Officer
Computer Programmer
Computer Operator
Computer Technician
Crime Analyst
Custodian (Police)
Electrical Inspector *Sgt. 2/19/15*

Emergency Management Coordinator
Engineering Technician (Public Works)
Evidence Technician (Police)
GIS Coordinator
Maintenance Worker I & II (Building, Library, Police)
Plans Examiner
Planning Technician
Plumbing Inspector Backflow
Plumbing Inspector
Police Records Clerk
Secretary (Finance, Building, Planning, Utilities)
Shooting Range Operator
Stormwater Technician (Public Works)

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Hours worked shall include actual hours worked and shall not include paid leave, holidays, and vacation when calculating overtime. The City shall strive to make reasonable efforts so that all changes and work schedules, except in cases of emergency, shall be posted for all affected employees to see at least seventy-two (72) hours before the change is effective. Twenty-eight (28) days notice for shift workers will be provided for long term shift reassignments; however, the City retains the right to reassign at any time for extraordinary circumstances or disciplinary reasons.

B. REST PERIODS

Employees may take 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 it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods.

C. SHIFT DIFFERENTIAL

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classifications listed below who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work complete shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

Public Safety Dispatcher

D. OVERTIME AND COMPENSATORY TIME

1. Non-exempt employees who perform work in excess of forty (40) hours in a workweek, shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for the excess hours worked. Compensation shall be in compensatory time or cash payment, at the option of the employee.

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.

3. This article 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. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

5. In lieu of payment for overtime hours worked, the City may grant compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to sixty (60) hours annually but an employee may only have up to sixteen (16) hours in their bank at any one time with the year commencing October 1st. All compensatory time that is not used prior to the last pay period before September 15th 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 payout for the unused compensatory time shall occur in the last full pay period prior to or on September 15th, if September 15th is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of compensatory time is to be requested prior to being taken and the request may be denied as may any other leave request. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. 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.

E. CALL-BACK PAY

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the work site, he or she shall be compensated as set forth above, but the minimum compensation will be one (1) hour instead of two (2).

F. WORKING OUT OF CLASS

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled to if no out of class assignment had been made.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

New Year's Day	Martin Luther King, Jr. Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Friday following Thanksgiving
Christmas Day	

B. HOLIDAY PAY AND HOLIDAY ON PAY

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

C. WEEKEND 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; except,

if you work in a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

D. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

E. PERSONAL DAY

Two (2) personal leave days will be given to employees each contract year. Two personal leave days will be given in October and must be taken by September 15th. 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. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

ARTICLE IV – VACATIONS

A. ELIGIBILITY

All full-time regular status 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 introductory period. Vacation may be taken at any time and may be taken in one half (1/2) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

- | | | |
|----|---------------------|------------------------------------|
| 1. | Years 2 through 4 | Eighty (80) Hours |
| 2. | Years 5 through 9 | One Hundred Fifteen (115) Hours |
| 3. | Years 10 through 14 | One Hundred Thirty-Six (136) Hours |

- | | | |
|----|---------------------|---------------------------------------|
| 4. | Years 15 through 19 | One Hundred Sixty (160) Hours |
| 5. | Years 20 through 24 | One Hundred Seventy-Eight (178) Hours |
| 6. | Years 25 + | Two Hundred (200) Hours |

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor.

2. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Each employee shall take a minimum vacation of five (5) consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

The Department Director and/or supervisor shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two (2) vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice with a minimum of five (5) work days and a maximum of as many consecutive days as said employees has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the prime vacation schedule. The prime vacation schedule shall be completed by all employees in the effective job classification before the secondary vacation schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

E. VACATION TIME CARRY-OVER

1. 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.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year plus forty (40) hours.

Employees who have more than the limit allowed at the commencement of the contract will have until January 31, 2015 to come into compliance with the limits. After January 31, 2015 any amount above the limits will be forfeited.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

ARTICLE V MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

Medical Leave. Medical leave shall be credited to all full-time employees as follows:

1. Eight (8) hours for each full calendar month of service.
2. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. 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.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members.

5. 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. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical 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 medical leave is utilized; provided, that medical leave shall be debited in no less than one-half (½) hour units.

C. 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. The Department Director may require this statement or other proof for an absence chargeable to medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate medical leave to a maximum of one thousand three hundred thirty-nine (1,339) hours.
2. All employees shall be paid twenty-five percent (25%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.
3. All employees shall be paid twenty-five percent (25%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical 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 medical leave shall be approved. Upon return to work, the employee shall submit a leave form to his or her supervisor.

G. 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 Personnel Rules and Regulations and amendments thereto.

H. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness 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 a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

B. PROCEDURE

An employee who is called for compensable litigation, 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.

C. FEES

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof.

ARTICLE VIII - LEAVE WITHOUT PAY

A. PROCEDURE

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

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. 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.

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

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.

2. Vacation and medical leave credits shall not be earned during leave without pay.

3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement.

4. Leave without pay for more than fifteen (15) days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.

5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.

6. 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 IX – LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act may be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description. 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 150 day period.

B. 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 in the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that the disability begins.

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

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE 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:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary injury leave.

2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.

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

D. SUBROGATION

The City reserves a right of subrogation because of payment 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. Should the employee collect from a third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

E. LIMITATION OF LEAVE

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty (150) consecutive days from the original date the disability begins.

Any employee whose employment by the City is terminated due to exceeding the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period and will be compensated for any unused medical leave as in the case of retirement.

F. LIGHT DUTY POLICY

The City may provide light duty work when possible for a defined period of time, not to exceed one hundred fifty (150) days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability unless the employee is willing to return sooner. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave.

G. WORKER'S COMPENSATION AND FMLA

Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's 12 week FMLA entitlement.

H. LEAVE NOT CUMULATIVE

The maximum periods for leave to supplement workers compensation and light duty are concurrent and not cumulative. Neither leave to supplement workers compensation nor light duty will be available to employees following one hundred fifty consecutive (150) days from the original date the employee is unable to perform the job duties as defined by the employee's job description because of an on-the-job injury.

I. DRUG TEST FOR CAUSE

Any employee that is involved in a worker's compensation claim involving an injury or an accident involving an injury shall be required to submit to a drug test for cause. Additionally, if an employee is operating a city vehicle and is involved in an accident while in the operation of said vehicle, there shall be a drug testing for cause. Any employee involved in any such injury or accident shall immediately notify his or her supervisor and the Human Resources Department so that immediate arrangements can be made for the drug testing to promptly be carried out.

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 duration 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 approval for three (3) consecutive days is considered to have resigned unless waived by the City.

B. LEAVE FORM

For all leaves except unforeseeable medical leave or other emergency situations, 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 taking leave. In the case of unforeseeable medical leave or other emergency situation, the form shall be completed and submitted for approval 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.

ARTICLE XI - PENSION RETIREMENT PLAN

A. PENSION

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

ARTICLE XII - SENIORITY

A. SENIORITY

1. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City 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 or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.

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 hired 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.

6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the factors that will be taken into consideration, in no particular order of importance, shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent

or pending disciplinary actions;

- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

A determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. SURVEY

The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Iowa City, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

B. 2014 - 2015 FISCAL YEAR

See Exhibit "A", attached hereto. Employees in Step 8 on October 1, 2014 shall move to Step 9 effective the first full pay period on or after October 1, 2014.

C. 2015 - 2016 FISCAL YEAR

See Exhibit "B", attached hereto. Employees in Step 9 on October 1, 2015 shall move to Step 10 effective the first full pay period on or after October 1, 2015.

D. 2016 - 2017 FISCAL YEAR

See Exhibit "C", attached hereto. Employees in Step 10 on October 1, 2016 shall move to Step 11 effective the first full pay period on or after October 1, 2016.

E. 2017 – 2018 FISCAL YEAR

See Exhibit "D", attached hereto, effective the first full pay period on or after October 1, 2017.

F. FUTURE CHANGES AND RATE OF PAY

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

G. PAY PLAN

1. 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. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1 Entry Level

Steps 2 - 11 Upon the successful completion of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

3. Employees received the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

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

ARTICLE XIV - 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 basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee may request representation from the Union.

C. DISCIPLINE PROCEDURES

Chapters 1, 2 and 3 of the City Personnel Rules in effect as of 11/13/2012 and as may be amended if agreed to by both parties, shall apply to all disciplinary procedures for members of this bargaining unit. In the case of suspension without pay, demotion, or termination, the employee or the Union may request non-binding arbitration as set forth below if they are dissatisfied with the Mayor's determination if a Mayoral hearing is requested as outlined in the Personnel Rules.

If Arbitration is requested by either party for termination, demotion, and/or suspension an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of seven (7) available Arbitrators. From this listing, the City and the Union shall alternately strike names [three (3) names each]. The remaining named Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

1. As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute within thirty (30) calendar days after the final meeting concerning the dispute. The decision by the Arbitrator shall be non-binding on the parties thereto.
2. In each case submitted to the Arbitrator, the Arbitrator shall make written findings setting forth the reasons for his/her decision, referring to the express provision of the Agreement interpreted and applied, the manner in which either party failed to perform such provision and the decision by the Arbitrator as to how it should be performed in accordance with the terms of this Agreement.

D. EXPENSES OF ARBITRATION

Each party shall bear the expense of preparing and presenting its own case and the expense of the Arbitrator, and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE XV – GRIEVANCE PROCEDURE

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Personnel Director within three (3) work days after the decision of the Department Director. The Personnel Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

ARTICLE XVI - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, 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 not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

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

An employee who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are

disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

An employee who is on approved leave of absence without pay, for any leave of absence covered under the FMLA, will not be removed from coverage under the City's health and dental insurance and the employee shall be allowed to participate in the plan at the employee's expense.

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 provide a life insurance policy for the employees at a level of Fifty Thousand and No/100 Dollars (\$50,000.00). 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 (60) 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

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 such approval shall not be unreasonably withheld.

E. SAFETY COMMITTEE

The City shall maintain an appropriate safety committee and the Union shall be able to have a representative participate on said committee.

F. TRAVEL TIME REIMBURSEMENT

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

G. 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 within the confine stated below:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based upon the following considerations:

- a. There is budget authority.
- b. The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
- c. There is Department Director and City Administrator approval.
- d. The employee requesting reimbursement is not eligible for any other assistance programs.

2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:

- a. Base tuition and necessary books and fees only.
- b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of "B" or higher will qualify for reimbursement at 100% of the amount allowed and a grade of "C" to "B-" will qualify for 85% of the allowed amount.

4. **Service Requirement.** Tuition reimbursement is available to regular status full-time employees.

5. **Eligibility Requirements.** Payment for tuition reimbursement shall be limited as follows:

- a. No tuition reimbursement shall be available until after the completion of the introductory period. Requests for reimbursement and supporting documentation must be turned in within thirty (30) days after completing the course.

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.

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not

eligible for reimbursement. To be eligible for reimbursement, the course must also be a course or program offered by an accredited college or university.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Fifteen and No/100 Dollars (\$15.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVII - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTEREST OF CITY

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.

B. STATUTORY AND ORDINANCE RIGHTS

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 except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions 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 matters arising under this agreement or the City's Personnel Rules and Regulations.
- 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. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.
- j. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignment.

D. PRIOR AGREEMENTS SUPERSEDED

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.

E. MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except "a", covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

F. INDUSTRIAL RELATIONS

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

G. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

H. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact 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 - GENERAL PROVISIONS

1. a. 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.

b. Stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.

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.

5. 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.

6. 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.

ARTICLE XIX - STRIKES AND LOCKOUTS

1. 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.

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 XX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.

2. This agreement shall continue in full force and effect until Midnight on September 30, 2018.

Negotiations for a new agreement to take effect upon the termination of this agreement may begin on January 1st of the year of termination of this agreement with the expectation to start no later than February 1st of that year and the expectation is that it be completed no later than April 30th for budget preparation purposes unless an extension is agreed to by both the Union and the City.

ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments; and (2) remit the amount so deducted to the business manager of Local 1597,

I.B.E.W. of America. The City will not withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

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 the City operations.

ARTICLE XXII- 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 then meet and attempt to negotiate a substitute.

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act.

ARTICLE XXIII - 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 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 XXIV - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2014 through September 30, 2018.

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

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY 
JAY VAVRICEK, MAYOR

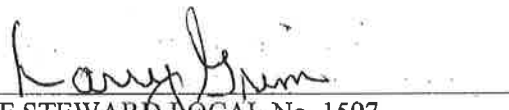
ATTEST 
RANAE EDWARDS, CITY CLERK

Dated 9/9/2014

I.B.E.W. LOCAL No. 1597

BY 
PRESIDENT LOCAL No. 1597

Dated 9/15/2014


CHIEF STEWARD LOCAL No. 1597

FIRST ADDENDUM TO THE LABOR CONTRACT BETWEEN THE CITY OF GRAND ISLAND AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1597 SERVICE/CLERICAL BARGAINING UNIT

This Addendum to the Labor Contract between the City of Grand Island and the International Brotherhood of Electrical Workers Local 1597 Service/Clerical Bargaining Unit sets forth terms and conditions agreed to by the parties as follows:

I.

This Addendum applies only to the aforementioned Agreement between the parties that is presently in effect from October 1, 2014 to September 30, 2018.

II.

This Addendum amends Article I, Paragraph B entitled "Employee Classifications" of the aforementioned Agreement to include the City of Grand Island employee classification of "Community Service Officer".

III.

Any other changes to the terms of the aforementioned Agreement will take the form of separate written Addenda agreed to by the parties.

Witness Our Hands:

THE CITY OF GRAND ISLAND

Date

By _____
Jeremy L. Jensen, Mayor

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1597

Date

By _____
Dan Quick, President

RESOLUTION 2015-58

WHEREAS, City of Grand Island employees have a right to organize for the purposes of collective bargaining pursuant to Neb. Rev. Stat. §48-837; and

WHEREAS, the City of Grand Island received formal notice from the IBEW Local 1597 the Police Department's Community Service Officers were seeking formal labor representation from the IBEW and inclusion in that organization's Service/Clerical bargaining unit presently representing other City employees; and

WHEREAS, it is the recommendation of the Legal Department and Administration the City voluntarily recognize the IBEW as the labor representative of the Community Service Officers and amend the present contract the City has with the IBEW Service/Clerical bargaining unit to include Community Service Officers with the other positions covered under that contract; and

WHEREAS, the Grand Island City Council concurs with the recommendation of the Legal Department and Administration as stated above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island voluntarily recognizes the International Brotherhood of Electrical Workers Local 1597 as the labor representative for the Police Department Community Service Officers and the contract the City has with the IBEW Service/Clerical bargaining unit be amended to include Community Service Officers with the list of other job classifications covered under that contract.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 24, 2015.

Jeremy L. Jensen, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 20, 2015	☐ City Attorney