



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item I2

**#2011-308 - Consideration of Approving the IBEW (Finance)
Labor Agreement**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: October 11, 2011

Subject: I-2

Item #'s: Consideration of Approval of IBEW (Finance) Labor Agreement

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Employees in the City Finance Department currently work under the conditions outlined in the labor agreement between the City of Grand Island and the Union Local No. 1597, I.B.E.W., AFL-CIO. This group is more commonly referred to as the IBEW Finance. The current contract expired as of midnight September 30, 2011. Employees are continuing to work under the same terms until a new labor agreement is negotiated. The City's negotiating team and IBEW's negotiating team met several times to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract.

Discussion

The labor agreement being brought forward for Council consideration is a fairly status quo agreement with few changes recommended. The proposed agreement will run from October 1, 2011 through September 30, 2012. A 1.75% wage increase was negotiated. Other changes in the contract include the removal of I.T. Department employees as they are covered under the Service/Clerical labor agreement, a March 15th and September 15th deadline for personal day usage, the addition of vacation scheduling language, the removal of outdated language such as medical leave buy back, and the stipulation that chapters 1, 2, and 3 of the Personnel Rules as of October 1, 2011 are made part of the contract.

Alternatives

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

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

Recommendation

A recommendation to approve the labor agreement between the City of Grand Island and Local No. 1597, I.B.E.W., AFL-CIO for Finance Department employees.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and Local No. 1597, I.B.E.W., AFL-CIO for Finance Department employees.



and

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

FINANCE DEPARTMENT

October 1, 2011 through September 30, 2012

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AGREEMENT

THIS AGREEMENT, dated this _____ day of October 2011, by and between the City of Grand Island (hereinafter referred to as the City), and Union Local No. 1597, I.B.E.W., A.F.L. - C.I.O. (hereinafter referred to as the Union). The provisions of this Agreement shall be effective from October 1, 2011 to September 30, 2012.

PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The Union is hereby recognized as the Exclusive Bargaining Agent for the non-management employees of the Finance Department without regard to their membership or non-membership in said Union. Nothing contained in this "exclusive representation" provision shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to expiration of this Agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts 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 as such exclusive bargaining agent during the term of this Agreement. Non-management employees of the Finance Department are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. CLASSES OF EMPLOYEES

Employees with regular status in the classification listed below are eligible for representation by the Union and all other classifications that may become eligible:

1. Accounting Clerk
2. Senior Accounting Clerk
3. Meter Reader
4. Senior Meter Reader
5. Cashier

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

In the event of a temporary change of an employee to another non-management job

classification for a period of three (3) consecutive working days, or three (3) working days in one work week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving from step to step from the current pay range to the temporary pay range. Nothing in this provision shall require or limit the City from providing compensation for a temporary job reclassification for a period under three (3) days. This paragraph shall not apply to the Cashier, Accounting Clerk, and the Senior Accounting Clerk classifications.

ARTICLE II - HOURS OF WORK

A. WORK DAY

The City shall establish the work day. The normal work day shall be from 8:00 a.m. to 5 p.m. The work day may vary according to the special requirements of any division or program.

B. WORK WEEK

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee. Hours worked shall include actual hours worked and shall not include paid leave, holidays and vacation when calculating overtime.

C. LUNCH PERIODS

The City shall establish the lunch periods. Workers shall be allowed one hour off, without pay, for a meal.

A meal allowance for actual cost, or up to \$7.00 per meal, shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations.

D. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency, as may be determined by the City, shall be posted for all affected employees to see at least three (3) working days before the change is effective.

E. OVERTIME

All officially authorized work in excess of eight hours a day or forty hours a week or any non-scheduled work shall be designated overtime work for the purpose of compensation. Overtime work shall, whenever possible, be eliminated by rescheduling work, by utilizing part-time employees. Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.

2. Where a station must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. To carry on short-range projects in which the utilization of present employees is more advantageous to the agency than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work over-time without the approval of the Chief Administrative Officer.
6. Overtime work shall be authorized in advance except in cases of emergency by the Chief Administrative Officer or by any supervisor to whom the responsibility has been delegated.
7. All employees who are required to work in excess of eight hours a day or forty hours a week shall be eligible for overtime compensation.
8. The rules of overtime shall be as follows:
 - a. Overtime work shall be accrued and compensated for in one-tenth (1/10) of an hour units.
 - b. This article is not intended to 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.
 - c. Overtime shall be computed on all hours worked in excess of eight hours per regularly scheduled work day and over 40 hours per work week, and shall be paid at a one and one-half times the base rate.

F. 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 times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two 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 worksite, he or she shall be compensated as set forth above but the minimum compensation will be one hour instead of two.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. RECOGNIZED HOLIDAYS

The following days shall be the recognized holidays, and followed in accordance with Nebraska Revised Statutes as amended:

- | | |
|------------------|----------------------------|
| New Year's Day | |
| Memorial Day | Independence Day |
| Labor Day | Veterans Day |
| Thanksgiving Day | Day after Thanksgiving Day |
| Christmas Day | |

B. 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 a holiday.

C. 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.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee works on a holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

E. PERSONAL DAY

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted on October 1st and must be used by the last full pay period in September. 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.

F. In lieu of a paid holiday for Arbor Day, the City will provide one annual personal leave day that will be granted on October 1st and must be used by the last full pay period in September. 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.

ARTICLE IV - VACATIONS

A. ELIGIBILITY

All full-time employees of the bargaining unit who have been in the employ of the City continuously for six (6) months shall be eligible for vacation leave with pay with prior approval by the Department Director or supervisor.

B. AMOUNT AUTHORIZED

1. All employees will be eligible to take earned vacation after satisfactory completion of six (6) months of continuous service.
 - a. All employees will be eligible to take ten (10) days of vacation after completion of one year of service and each year thereafter through the fourth year of service.
 - b. All employees will be eligible to take fifteen (15) days of vacation after five years of service and each year thereafter through the sixth year of service.
 - c. All employees will be eligible to take sixteen (16) days of vacation after seven years of service and each year thereafter through the eighth year of service.
 - d. All employees will be eligible to take seventeen (17) days of vacation after nine years of service and each year thereafter through the tenth year of service.
 - e. All employees will be eligible to take eighteen (18) days of vacation after eleven years of service and each year thereafter through the twelfth year of service.
 - f. All employees will be eligible to take nineteen (19) days of vacation after thirteen years of service.
 - g. All employees will be eligible to take twenty (20) days of vacation after fourteen years of service and each year thereafter through the nineteenth year of service.

- h. All employees will be eligible to take twenty-one (21) days of vacation after twenty years of service and each year thereafter through the twenty-fourth year of service.
- i. All employees will be eligible to take twenty-two (22) days of vacation after twenty-five years of service and each year of service thereafter.

2. An employee will earn a prorated portion of vacation leave for pay periods in which the employee is paid for less than sixty (60) hours, including paid leave.

3. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay subject to paragraph 2 above.

4. The amount of vacation leave debited shall be the exact number of days or hours an employee is scheduled to work when leave is utilized.

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor. Vacations may be granted at the time requested by the employee. While all employees are encouraged to take two consecutive weeks of vacation each calendar year, when eligible, the City may grant shorter periods of vacation as needed or desired by employees.

2. Each employee shall take a minimum vacation of five 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

Appointing authorities 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 vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice of a minimum of five work days and a maximum of as many consecutive days as said employee 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 affected 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

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. Employees who have accrued vacation time in excess of this amount shall reduce their accrued vacation balance as follows:

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon termination or retirement, an employee shall be paid for the unused portion of accumulated vacation leave.

ARTICLE V - MEDICAL LEAVE

A. WHEN AUTHORIZED FOR USE

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, or the employee's attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "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".
5. If an employee should be called upon to perform pallbearer service, Medical leave shall be granted to attend such funeral, including reasonable travel time, not to exceed five (5) days.
6. Upon the death of a member of the employee's family (spouse, children, parents, parent-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, grandmother, or grandfather) or a close friend, an employee may be allowed Medical leave for funeral purposes with approval of the Department Director and the Chief Administrative Officer.

B. ACCRUAL AND USE

Medical leave shall be credited to all regular status employees as follows:

1. One work day for each full calendar month of service.
2. An employee will earn a prorated portion of Medical leave for calendar months in

which the employee is paid for less than 120 hours, including paid leave.

3. Medical leave shall not be granted in advance of accrual.
4. Leave without pay may be granted for sickness extending beyond the earned credits.
5. After twelve continuous months of service, accrued vacation leave credits may be used for Medical leave when Medical leave credits have been exhausted.
6. The amount of Medical leave granted for necessary care of a sick member of an employee's immediate family or household shall not exceed thirty work days in any 12 month period.
7. The amount of Medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of days or 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 (1/2) hour units.

C. PROOF OF ILLNESS

An employee who is absent on Medical leave for more than five days because of illness or that of a member of his or her family or household shall be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the department director or supervisor. The appointing authority may require this statement or proof for an absence chargeable to Medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or 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. NOTIFICATION OF ILLNESS

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

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate Medical leave to a maximum of 1039 hours. All employees shall be paid for forty-seven percent (47%) of their accumulated Medical leave at the time of retirement or if an employee dies while still employed full time with the City in good standing. All employees retiring under an early retirement option approved by the Mayor shall be paid for forty-seven percent (47%) of their accumulated Medical leave at the time of such early

retirement. The rate of compensation for such accumulated Medical leave shall be based on the employee's salary at the time of death, retirement or early retirement, whichever is applicable.

ARTICLE VI - MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

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

B. PROCEDURE

An employee who is called for 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, a signed statement showing the actual time in attendance at court.

C. FEES

Fees received for compensable witness or 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. No employee shall receive witness fees paid from City funds.

ARTICLE VIII - LEAVE WITHOUT PAY

A. WHEN AUTHORIZED

1. Leave without pay may be granted to an employee for any good cause or Union business when it is in the interest of the City to do so. The employee's interest shall be considered when his or her record of employment shows the employee to be of more than average value, and it is desirable to retain the employee even at some sacrifice. A Department Director may grant an employee leave without pay for 30 days time. Such leave may be extended for a period not to exceed one year by the Chief Administrative Officer. 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 except for unpaid leave for Union business.

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 his leave.
2. Vacation and Medical leave credits shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service.
4. Leave without pay for more than thirty 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 return to introductory period on return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered resignation.
6. When all available leave is exhausted.

ARTICLE IX - TEMPORARY DISABILITY LEAVE

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act will be granted temporary disability 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 by the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible

employee when that employee has no other paid leave available.

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 calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use Medical or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability 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 net 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 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 of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

E. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days if the employee has sufficient accumulated medical leave. Such extension shall be chargeable to the employee's medical leave bank.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave 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 or extension 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 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 earlier. 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 temporary disability leave or medical leave.

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.

B. AUTHORIZED LEAVE FORM

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

ARTICLE XI - PENSION AND RETIREMENT PLAN

A. COVERAGE

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

B. AMENDMENTS

The City reserves the right to change the pension plan in accordance with existing and future statutes or federal legislation or regulations.

ARTICLE XII - RATES OF PAY FOR WORK PERFORMED

The Union and the City considered the following array of cities and utilities to determine negotiated salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Garden City, Kansas; Hastings, Nebraska; Kearney, Nebraska; Muscatine, Iowa; Norfolk, Nebraska; North Platte, Nebraska; Cedar Falls, Iowa, and Southern Nebraska Rural Public Power District.

A. 2011 - 2012 FISCAL YEAR

Rates of pay for the period October 1, 2011 through September 30, 2012 for work performed in the various classes of work under this agreement shall be adjusted by 1.75% as set forth in Exhibit "A", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2011.

B. FUTURE CHANGES IN RATES OF PAY

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

C. PAY PLAN

1. 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.

Step 1	Entry Level;
Step 2	Upon the successful completion of six months service in Step 1;
Step3	Upon the successful completion of six months service in Step 2
Steps 4 - 8	Upon successful completion of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

2. 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 shall be effective on the first day of a pay period falling on or immediately after such adjustment. The first classification anniversary following such adjustment shall be used for the computation of the merit step increases for employees advanced to Step 4 or higher.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than cost of living increases, an employee must receive at least a satisfactory rating during the first year of

employment, or first year in a new position. Thereafter, to receive increases in pay, other than cost-of-living increases, an employee must receive a rating above satisfactory. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

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

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

ARTICLE XIII - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Employees shall conduct themselves at all times in a manner which reflects credit on the City. Employees shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of their 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 pressures on any employee to join it.

3. The Union shall continue the practice of non-discrimination 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 Union steward may be present if the employee so requests.

C. DISCIPLINARY ACTION

Any disciplinary action taken in accordance with State Statutes covering employees under this Agreement shall be governed by the grievance procedures set out in such Statutes.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled in the manner described below.

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. A work week shall be defined as Monday through Friday.

1. 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 supervisor, 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 supervisor on forms provided by the City.

2. 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 supervisor. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

3. 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 (if different from the supervisor) 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.

4. 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.

5. 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 board. The arbitration procedure established in this step shall extend only to those grievances which may be arbitrated under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall each select an arbitrator within five days following the grieving party's written request, and the two thus chosen shall select a third impartial arbitrator. The three thus chosen shall be residents of the Grand Island, Nebraska, area (an area within 100 miles of the City), and shall constitute the arbitration

board to hear and to determine the controversy or matter in dispute. If the third arbitrator cannot be found in the Grand Island area, he or she shall be obtained from the Federal Mediation and Conciliation Service by the two previously appointed. A finding or award of the majority of the arbitration board shall be advisory upon the parties.

b. The third and impartial arbitrator shall act as the chairman of the arbitration board. The procedure to be followed in submitting the grievance to the arbitration board shall, unless agreed upon by the parties prior to the hearing, be determined by the chairman of the arbitration board.

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

ii. Each party shall bear the expenses of its own arbitrator but the expenses of the third 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 may be arbitrated under this section, the Arbitration Board will not proceed under the assumption that the grievance, in fact, can be arbitrated but must specifically rule on such question with the reason given therefore as part of its written decision. The Arbitration Board may rule on the whether it can be arbitrated and the merits in the same hearing.

B. PRESENTATION

All grievances shall be presented by the employee in person. The employee may designate another person to assist in preparing and presenting the grievance. An employee and his or her designated representative shall obtain the permission of their immediate supervisor before leaving the job site to prepare or present a grievance.

C. VIOLATION BY UNION

If the City believes that this Agreement is being violated by the Union, the Chief Administrative Officer or his or her designated representative will contact the Chief Officer of the

local Union. If the City is not satisfied with the results of its contract with the Union as pertinent to the alleged violation it will take action in accordance with the provisions of the Nebraska Statutes.

ARTICLE XV - 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 non-union City employees 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.

B. LIFE INSURANCE

The City will provide a \$50,000 term life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional term insurance as provided by the plan. The premium for the optional insurance shall be paid by the employee.

C. DISCONTINUANCE OF INSURANCE

1. An employee who is on an approved leave of absence without pay will not be removed from coverage under the City's hospitalization and medical insurance plan.

2. The employee will be required to pay to the City the premium on the life insurance policy and medical insurance during his or her leave of absence without pay.

D. PROTECTIVE CLOTHING

The Department Director shall determine what uniforms and protective clothing shall be required and furnished to employees.

The IBEW shall be entitled to designate at least one member to any safety committee required under Nebraska law. Employee members shall not be selected by the employer but shall be selected pursuant to procedures prescribed in rules and regulations adopted and promulgated by the Commissioner of Labor.

E. MILEAGE PAID FOR USE OF PRIVATE VEHICLES

The City agrees to pay City employees for the approved use of their personal automobile in the performance of their duties at the rate provided by Neb. Rev. Stat. §81-1176, as amended.

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. MEDICAL INSURANCE COMMITTEE

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

ARTICLE XVI - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTERESTS 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 administrator, 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 code of the City of Grand Island.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate the Utilities and Finance Departments and that all management rights repose in them, 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:

1. Discipline or discharge for just cause.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the Department.
5. Determine the methods, means, number of personnel needed to carry out the Department's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees.
9. Contract out for goods or service.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the Union. 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 or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. 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.

F. 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.

G. MATTERS NOT MENTIONED

The rights of the employees are encompassed within this Agreement. 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 No. 1) shall not be subject to grievance proceedings or negotiation during the life of this Agreement. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect hereafter not in conflict with this contract are by this reference made a part of this Agreement.

ARTICLE XVII - STRIKES AND LOCKOUTS

A. STRIKES

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The Union shall at all times 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 Union authorization, the Union shall notify the City of the facts involved with the incident. No employee may miss work because he or she fails or refuses to cross a picket line on any City premises. Any or all employees who violate any of the provisions of this Article without Union 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 employees during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XVIII - GENERAL PROVISIONS

A. SOLICITATION OF UNION BUSINESS

1. No non-employee representative of the Union shall be permitted to come on the premises of the Finance Department for any reason without first presenting his or her credentials to the Chief Administrative Officer or his or her authorized representative and obtaining permission to come on the premises of the Finance Department.

2. The Union agrees that it, or its representatives, shall not solicit members in the Union, or otherwise carry on Union activities while the employees concerned are on City time.

B. SOLICITATION FOR A NON-PROFIT ORGANIZATION

When the City is, in cooperation with a non-profit organization, seeking contributions from its employees of the bargaining unit, such solicitation shall be coordinated with Union representatives, and Union representatives shall be responsible for approaching members of the unit for purposes of acquiring pledges or contributions.

C. EMPLOYEE RIGHTS TO UNION MEMBERSHIP

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.

D. DEMOTION

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

E. BULLETIN BOARDS ON CITY PREMISES

The Union shall have the right to mount a bulletin board at its own expense at the office location. The location and construction of such bulletin board, however, shall be subject to the approval of the City. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union, such as:

- a. Meetings

- b. Nominations and elections of Union officers
- c. Results of Union elections
- d. Appointments to Union offices and committees
- e. Social or recreational affairs
- f. Agreements made between the Union and the Company
- g. Joint announcements of letters issued by the Union and the City, or
- h. Other items as approved by personnel director of the City.

F. SENIORITY, PROMOTION, LAYOFF - PROCEDURE

1. SENIORITY. 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. PROMOTION. Promotion shall be accomplished utilizing testing procedures and performance evaluations. When two or more employees are equally qualified for promotion, seniority shall become a deciding factor.

3. LAYOFF. If needed, layoff shall be accomplished in accordance with management's right to maintain proper city services concerning job classifications. Layoffs within a job classification shall be by seniority, least senior being laid off first.

ARTICLE XIX - DURATION OF CONTRACT

A. RIGHTS ON TERMINATION

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

B. TERM

This Agreement shall continue in full force and effect from its effective date through September 30, 2012, provided:

1. Either party may re-open this Agreement between October 1 and October 30 of any year in which the City does not adopt a budget statement and appropriation ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties. Negotiations shall be limited to rates of pay and fringe benefits and shall be completed by November 30. 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.

2. Negotiations for a new agreement to take effect upon the termination of this Agreement may begin on January 1 of the year of termination of this Agreement with an expectation that they begin no later than February 1, of that year, and with an expectation that they be completed by May 30, of that year, for budget preparation purposes.

ARTICLE XX - PAYROLL DEDUCTION OF UNION DUES

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 agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than 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 XXI - 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 statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXII - 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.

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 XXIII - 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 alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2011 through September 30, 2012.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of October 2011.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, Local Union No. 1597

By _____
President, Local Union 1597

By _____
Vice President, Local Union 1597

CITY OF GRAND ISLAND, NEBRASKA

By _____
Jay Vavricek, Mayor

Attest _____
RaNae Edwards, City Clerk

IBEW Finance

Exhibit A

October 10, 2011

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Accg Clerk 7010	Hourly	14.6738	15.2728	15.8965	16.5455	17.2210	17.9242	18.6561	19.4178
	BiWeekly	1,173.90	1,221.82	1,271.72	1,323.64	1,377.68	1,433.94	1,492.49	1,553.42
	Monthly	2,543.46	2,647.29	2,755.39	2,867.89	2,984.97	3,106.86	3,233.72	3,365.75
	Annual	30,521.40	31,767.32	33,064.72	34,414.64	35,819.68	37,282.44	38,804.74	40,388.92
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Cashier 7012	Hourly	13.4680	14.0769	14.7132	15.3781	16.0731	16.7996	17.5589	18.3525
	BiWeekly	1,077.44	1,126.15	1,177.06	1,230.25	1,285.85	1,343.97	1,404.71	1,468.20
	Monthly	2,334.45	2,440.00	2,550.29	2,665.54	2,786.00	2,911.93	3,043.54	3,181.10
	Annual	28,013.44	29,279.90	30,603.56	31,986.50	33,432.10	34,943.22	36,522.46	38,173.20
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Meter Reader 7025	Hourly	15.7469	16.3555	16.9877	17.6443	18.3262	19.0345	19.7701	20.5343
	BiWeekly	1,259.75	1,308.44	1,359.02	1,411.54	1,466.10	1,522.76	1,581.61	1,642.74
	Monthly	2,729.46	2,834.95	2,944.53	3,058.35	3,176.54	3,299.31	3,426.82	3,559.28
	Annual	32,753.50	34,019.44	35,334.52	36,700.04	38,118.60	39,591.76	41,121.86	42,711.24
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr. Acctg. Clerk 7030	Hourly	16.4937	17.1421	17.8162	18.5168	19.2448	20.0015	20.7881	21.6054
	BiWeekly	1,319.50	1,371.37	1,425.30	1,481.34	1,539.58	1,600.12	1,663.05	1,728.43
	Monthly	2,858.91	2,971.30	3,088.14	3,209.58	3,335.77	3,466.93	3,603.27	3,744.94
	Annual	34,307.00	35,655.62	37,057.80	38,514.84	40,029.08	41,603.12	43,239.30	44,939.18
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr. Meter Reader 7035	Hourly	18.6499	19.1119	19.5855	20.0708	20.5681	21.0777	21.6000	22.1352
	BiWeekly	1,491.99	1,528.95	1,566.84	1,605.66	1,645.45	1,686.22	1,728.00	1,770.82
	Monthly	3,232.65	3,312.73	3,394.82	3,478.94	3,565.14	3,653.47	3,744.00	3,836.77
	Annual	38,791.74	39,752.70	40,737.84	41,747.16	42,781.70	43,841.72	44,928.00	46,041.32

RESOLUTION 2011-308

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, an employee group at the City of Grand Island is represented by the Union Local No. 1597, I.B.E.W., AFL-CIO (IBEW Finance) and

WHEREAS, representatives of the City and the IBEW, Local No. 1597 met to negotiate a labor agreement, and

WHEREAS, the contract specifies a salary adjustment of 1.75% as well as all other terms and conditions outlined in the agreement, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval,

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the Union Local No. 1597, I.B.E.W., AFL-CIO, (IBEW Finance) for the period of October 1, 2011 through September 30, 2012.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on October 11, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
September 13, 2011 ☐ City Attorney