



# City of Grand Island

Tuesday, October 11, 2011

Council Session

## Item I3

**#2011-309 - Consideration of Approving the IBEW (Utilities)  
Labor Agreement**

Staff Contact: Brenda Sutherland

# Council Agenda Memo

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** October 11, 2011

**Subject:** I-3

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

**Presenter(s):** Brenda Sutherland, Human Resources Director

## Background

Employees in the City Utilities 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 Utilities. 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: changing the GIS Technician to GIS Coordinator to reflect the change that was made a year ago, a March 15<sup>th</sup> and September 15<sup>th</sup> deadline for personal day usage, the removal of outdated language such as medical leave buy back, and the stipulation that chapters 1, 2, and 3 of the Personnel Rules as of October 1, 2011 are made part of the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 Utilities 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 Utilities Department employees.



**and**

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

**UTILITIES DEPARTMENT**

October 1, 2011 through September 30, 2012

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## **AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_ day of 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 Utilities 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 Utilities 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. Custodian
2. Electric Distribution Crew Chief
3. Electric Underground Crew Chief
4. Engineering Technician I
5. Engineering Technician II
6. GIS Coordinator
7. Instrument Technician
8. Lineworker Apprentice
9. Lineworker First Class

10. Materials Handler
11. Meter Technician
12. Power Dispatcher I
13. Power Dispatcher II
14. Power Plant Maintenance Mechanic
15. Power Plant Operator
16. Senior Engineering Technician
17. Senior Materials Handler
18. Senior Power Dispatcher
19. Senior Power Plant Operator
20. Senior Substation Technician
21. Senior Water Maintenance Worker
22. Substation Technician
23. Systems Technician
24. Tree Trim Crew Chief
25. Utilities Electrician
26. Utility Technician
27. Utility Warehouse Clerk
28. Water Maintenance Worker
29. Wireworker I
30. Wireworker II

Represented employees are further defined to include all personnel of the Utilities Department, except management, and all new non-management classifications which may be created during the term of this contract. It is specifically intended by both parties hereto that any new additions in facilities to the Utilities Department, including coal fired power plants or any other generation facilities added to the Utilities Department, and all classifications in existence and any new classifications of job designations in said new facilities or existing facilities are within the bargaining unit jurisdiction and eligible for membership in the bargaining unit. Eligible Union employees shall not be affected by departmental changes.

Upon the addition of new classifications within the Utilities Department, the City through its designated representative shall meet to discuss the job description of the new classifications as prepared by the City and to determine whether or not such description indicates the position is of a supervisory nature. If such classification is non-management, an addendum will be prepared adding such classification to this Agreement. In the event of a temporary change of an employee to another 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 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.

**C. INTRODUCTORY PERIOD**

New hire employees shall have a one (1) year introductory period during which they are not eligible for a step increase. Upon successful completion of the introductory period, new hire

employees will be eligible for advancement to Step 3 if hired at Step 1. New hires are all employees, including City employees from other departments, hired by the Utilities Department.

Intra-Utility Department transfer employees shall serve a six (6) month introductory period. At the end of the introductory period, the employee will be evaluated to determine competency and whether an adjustment in pay status is merited.

## **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. The City shall establish hours of work for shift duty. The hours of work shall be arranged in eight (8) hour periods.

### **B. WORK WEEK**

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee. 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. Non-shift workers shall be allowed one hour off, without pay, for a meal. An employee on a shift schedule will be allowed a thirty (30) minute lunch period during the shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

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. If the majority of the shift workers want to re-arrange their shift schedule and can do so without cost to the City, their supervisor may reschedule their shifts accordingly. Shift workers may be permitted to trade working hours to attend to personal matters upon proper notification to their supervisor; provided, that the employees proposing to trade such hours are

qualified to do each other's work, such trade is approved by their supervisor, and the trade will result in no additional cost to the City.

**E. SHIFT DIFFERENTIAL**

A shift differential of \$0.25 per hour shall be added to the base hourly rate for persons in the following employee classifications who work rotating shifts:

- Power Dispatcher I
- Power Dispatcher II
- Power Plant Operator
- Senior Power Dispatcher
- Senior Power Plant Operator

**F. 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, or by setting up over-lapping shifts of work. 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. Employees whose regularly scheduled work week includes Sunday shall not be compensated for work on that day on an overtime basis unless their work day exceeds eight hours, and only the hours of work in excess of eight shall be considered over-time.
- c. 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.
- d. 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, as modified by shift differential adjustment.

**G. STAND-BY DUTY**

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal work day.

- a. The stand-by work week will run from Wednesday at 5:00 p.m. to the following Wednesday at 5:00 p.m.
- b. A truck will be assigned to the employee who is assigned to this duty. The employee will keep this truck at home while on the duty.
- c. The employee assigned to this duty may call upon the assigned foreman for additional employees when help is needed.

2. The compensation for stand-by duty will be eight hours at the employee's basic rate of pay as shown on the payroll on the Sunday during the employee's stand-by week. Any work performed on calls during hours, outside of the normal work week, shall be compensated for at the rate of time and one-half. Over-time for employees performing such work on call, including those on stand-by, shall be computed to begin fifteen minutes prior to checking in for the job and to terminate fifteen minutes after checking out from the job.

3. The employee assigned to this duty shall be available by telephone or utility radio at all times under this assignment. Failure to be available or to make arrangements with another qualified duty employee who will be available either by telephone or utility radio shall make the employee ineligible for stand-by duty compensation for the pay period involved.

4. When a recognized holiday, as stated in Article III, Holidays and Holiday Pay, falls

during an employee's assigned stand-by work week, that employee shall be granted a compensatory holiday to be taken during the week following the stand-by duty assignment, and at a time approved by the employee's supervisor.

**H. 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 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   | Arbor 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. For shift workers, Saturday and Sunday shall mean those days following the end of a regular shift.

**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.

**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 eligible 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.

**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 supervisor or Department Director. 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 a non-shift 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. Shift workers are required to notify their supervisors two hours prior to scheduled work time.

**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 probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to return to probationary 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 of injury or the date that disability begins.

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

## **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 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. 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. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence five (5) calendar days from the date of disability with appropriate medical release, unless the employee is willing to return sooner.

**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 of service in Step 1 by an intra-Utility Department transfer employee;
Step3	Upon the successful completion of six months of service in Step 2 by an intra-Utility Department transfer employee; OR Upon successful completion of one year of service in Step 1 by a new hire employee;
Step 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.

The classification of Lineworker 1<sup>st</sup> Class may move through steps 1 through 8 in six month intervals upon successful completion of the step.

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 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.

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 foreman. 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 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 are arbitrable 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 is arbitrable under this section, the Arbitration Board 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 its written decision. The Arbitration Board may rule on the arbitrability 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**

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

2. The City will pay sixty per cent (60%) of the actual cost of providing and cleaning protective clothing. The employee shall pay forty per cent (40%) of said cost.

3. The Chief Union steward shall meet monthly with the Safety Director of the City's Utility Department.

4. 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 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 Department and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

1. Discipline or discharge for just cause.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the Utility.
5. Determine the methods, means, number of personnel needed to carry out the Utility'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 - OPERATIONS, SALES, MERGERS, DISSOLUTION**

**A. SALE OF FACILITIES OR OPERATIONS**

This agreement shall not in any manner prevent the City from selling any part of or all of the Utilities' facilities and/or operations to others.

**B. LEASE OF FACILITIES OR OPERATIONS**

This agreement shall not in any manner prevent the City from leasing any part of or all of the Utilities' facilities and/or operations to others.

**C. MERGING FACILITIES OR OPERATIONS**

This agreement shall not in any manner prevent the City from merging any part of or all of the Utilities' facilities and/or operations with other utilities.

**D. CEASING OPERATIONS**

This agreement shall not in any manner prevent the City from ceasing any part of or all of its Utilities' operation at any time.

**E. PAYMENT OF ACCRUED LEAVE**

In the event of a sale, transfer, merger, or cessation of utility operations, or any part thereof, those employees affected shall be paid at the time of sale, transfer, merger or cessation, compensation representing total accrued vacation leave unless the employee transfers to another city department .

**ARTICLE XVIII - 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 XIX - 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 Utilities 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 Utilities 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 bulletin boards at its own expense at each office or plant location. The location, number, and construction of such bulletin boards, 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.

**G. RESIDENCY**

All employees of the Utilities Department are required to reside within the limits as outlined on Exhibit "D", attached hereto and made a part hereof by reference. Employees shall establish residency within area as set forth in Exhibit "D" within six months after the calendar day of commencement of employment and shall maintain such residency during the term of employment.

**ARTICLE XX - 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 XXI - 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 Utility operations.

## **ARTICLE XXII - 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 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.

### **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 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  
A Municipal Corporation

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

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

**IBEW Utilities**

**Exhibit A**

**October 10, 2011**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Custodian-PCC</b> <b>8005</b>	Hourly	15.7268	16.1047	16.4917	16.8881	17.2939	17.7097	18.1352	18.5712
	BiWeekly	1,258.14	1,288.38	1,319.34	1,351.05	1,383.51	1,416.78	1,450.82	1,485.70
	Monthly	2,725.98	2,791.48	2,858.56	2,927.27	2,997.61	3,069.68	3,143.43	3,219.01
	Annual	32,711.64	33,497.88	34,302.84	35,127.30	35,971.26	36,836.28	37,721.32	38,628.20
<b>Custodian-PGS</b> <b>8006</b>	Hourly	15.7268	16.1047	16.4917	16.8881	17.2939	17.7097	18.1352	18.5712
	BiWeekly	1,258.14	1,288.38	1,319.34	1,351.05	1,383.51	1,416.78	1,450.82	1,485.70
	Monthly	2,725.98	2,791.48	2,858.56	2,927.27	2,997.61	3,069.68	3,143.43	3,219.01
	Annual	32,711.64	33,497.88	34,302.84	35,127.30	35,971.26	36,836.28	37,721.32	38,628.20
<b>Elc Undgr CrewC</b> <b>8010</b>	Hourly	28.7270	29.7308	30.7697	31.8450	32.9579	34.1098	35.3017	36.5353
	BiWeekly	2,298.16	2,378.46	2,461.58	2,547.60	2,636.63	2,728.78	2,824.14	2,922.82
	Monthly	4,979.35	5,153.34	5,333.41	5,519.80	5,712.70	5,912.37	6,118.96	6,332.79
	Annual	59,752.16	61,839.96	64,001.08	66,237.60	68,552.38	70,948.28	73,427.64	75,993.32
<b>Elc Dstrb CrewC</b> <b>8011</b>	Hourly	28.7270	29.7308	30.7697	31.8450	32.9579	34.1098	35.3017	36.5353
	BiWeekly	2,298.16	2,378.46	2,461.58	2,547.60	2,636.63	2,728.78	2,824.14	2,922.82
	Monthly	4,979.35	5,153.34	5,333.41	5,519.80	5,712.70	5,912.37	6,118.96	6,332.79
	Annual	59,752.16	61,839.96	64,001.08	66,237.60	68,552.38	70,948.28	73,427.64	75,993.32
<b>Eng Tech I</b> <b>8020</b>	Hourly	18.1032	19.0537	20.0542	21.1073	22.2157	23.3823	24.6100	25.9023
	BiWeekly	1,448.26	1,524.30	1,604.34	1,688.58	1,777.26	1,870.58	1,968.80	2,072.18
	Monthly	3,137.89	3,302.64	3,476.06	3,658.60	3,850.72	4,052.93	4,265.73	4,489.73
	Annual	37,654.76	39,631.80	41,712.84	43,903.08	46,208.76	48,635.08	51,188.80	53,876.68
<b>Eng Tech II</b> <b>8025</b>	Hourly	22.3791	23.4113	24.4910	25.6207	26.8025	28.0386	29.3320	30.6848
	BiWeekly	1,790.33	1,872.90	1,959.28	2,049.66	2,144.20	2,243.09	2,346.56	2,454.78
	Monthly	3,879.04	4,057.96	4,245.11	4,440.92	4,645.77	4,860.02	5,084.21	5,318.70
	Annual	46,548.53	48,695.50	50,941.28	53,291.06	55,749.20	58,320.29	61,010.56	63,824.38
<b>GIS Coordinator</b> <b>8030</b>	Hourly	23.0246	24.1663	25.3646	26.6223	27.9423	29.3278	30.7819	32.3083
	BiWeekly	1,841.97	1,933.30	2,029.17	2,129.78	2,235.38	2,346.22	2,462.55	2,584.66
	Monthly	3,990.93	4,188.83	4,396.53	4,614.53	4,843.33	5,083.49	5,335.53	5,600.11
	Annual	47,891.22	50,265.80	52,758.42	55,374.28	58,119.88	61,001.72	64,026.30	67,201.16
<b>Instrument Tech</b> <b>8035</b>	Hourly	27.0030	28.0989	29.2391	30.4255	31.6602	32.9450	34.2820	35.6731
	BiWeekly	2,160.24	2,247.91	2,339.13	2,434.04	2,532.82	2,635.60	2,742.56	2,853.85
	Monthly	4,680.52	4,870.48	5,068.11	5,273.75	5,487.77	5,710.47	5,942.21	6,183.34
	Annual	56,166.24	58,445.66	60,817.38	63,285.04	65,853.32	68,525.60	71,306.56	74,200.10

**IBEW Utilities**

**Exhibit A**

**October 10, 2011**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Linewrkr Appren</b> <b>8040</b>	Hourly	17.5111	18.4953	19.5348	20.6326	21.7921	23.0169	24.3105	25.6767
	BiWeekly	1,400.89	1,479.62	1,562.78	1,650.61	1,743.37	1,841.35	1,944.84	2,054.14
	Monthly	3,035.26	3,205.85	3,386.03	3,576.32	3,777.30	3,989.60	4,213.82	4,450.63
	Annual	36,423.14	38,470.12	40,632.28	42,915.86	45,327.62	47,875.10	50,565.84	53,407.64
<b>Lnwrk 1st Class</b> <b>8045</b>	Hourly	26.5428	27.1868	27.8464	28.5222	29.2142	29.9228	30.6489	31.3925
	BiWeekly	2,123.42	2,174.94	2,227.71	2,281.78	2,337.14	2,393.82	2,451.91	2,511.40
	Monthly	4,600.75	4,712.38	4,826.71	4,943.85	5,063.79	5,186.62	5,312.48	5,441.37
	Annual	55,208.92	56,548.44	57,920.46	59,326.28	60,765.64	62,239.32	63,749.66	65,296.40
<b>Materials Hndlr</b> <b>8055</b>	Hourly	21.8556	22.7900	23.7642	24.7800	25.8393	26.9438	28.0957	29.2968
	BiWeekly	1,748.45	1,823.20	1,901.14	1,982.40	2,067.14	2,155.50	2,247.66	2,343.74
	Monthly	3,788.30	3,950.27	4,119.13	4,295.20	4,478.81	4,670.26	4,869.92	5,078.11
	Annual	45,459.70	47,403.20	49,429.64	51,542.40	53,745.64	56,043.00	58,439.16	60,937.24
<b>Meter Tech</b> <b>8060</b>	Hourly	21.1717	21.8221	22.4924	23.1834	23.8957	24.6297	25.3863	26.1661
	BiWeekly	1,693.74	1,745.77	1,799.39	1,854.67	1,911.66	1,970.38	2,030.90	2,093.29
	Monthly	3,669.76	3,782.50	3,898.68	4,018.46	4,141.92	4,269.15	4,400.29	4,535.46
	Annual	44,037.24	45,390.02	46,784.14	48,221.42	49,703.16	51,229.88	52,803.40	54,425.54
<b>Pwr Dispatch I</b> <b>8070</b>	Hourly	26.5134	27.7917	29.1314	30.5359	32.0080	33.5511	35.1686	36.8640
	BiWeekly	2,121.07	2,223.34	2,330.51	2,442.87	2,560.64	2,684.09	2,813.49	2,949.12
	Monthly	4,595.66	4,817.23	5,049.44	5,292.89	5,548.05	5,815.52	6,095.89	6,389.76
	Annual	55,147.82	57,806.84	60,593.26	63,514.62	66,576.64	69,786.34	73,150.74	76,677.12
<b>Pwr Dispatch II</b> <b>8075</b>	Hourly	27.8474	29.1892	30.5958	32.0700	33.6154	35.2351	36.9329	38.7126
	BiWeekly	2,227.79	2,335.14	2,447.66	2,565.60	2,689.23	2,818.81	2,954.63	3,097.01
	Monthly	4,826.88	5,059.46	5,303.27	5,558.80	5,826.67	6,107.42	6,401.70	6,710.18
	Annual	57,922.54	60,713.64	63,639.16	66,705.60	69,919.98	73,289.06	76,820.38	80,522.26
<b>PP Maint Mch PGS</b> <b>8080</b>	Hourly	25.0977	25.8964	26.7205	27.5708	28.4482	29.3535	30.2876	31.2514
	BiWeekly	2,007.82	2,071.71	2,137.64	2,205.66	2,275.86	2,348.28	2,423.01	2,500.11
	Monthly	4,350.27	4,488.71	4,631.55	4,778.94	4,931.02	5,087.94	5,249.85	5,416.91
	Annual	52,203.32	53,864.46	55,578.64	57,347.16	59,172.36	61,055.28	62,998.26	65,002.86
<b>PP Maint Mch Brd</b> <b>8081</b>	Hourly	25.0977	25.8964	26.7205	27.5708	28.4482	29.3535	30.2876	31.2514
	BiWeekly	2,007.82	2,071.71	2,137.64	2,205.66	2,275.86	2,348.28	2,423.01	2,500.11
	Monthly	4,350.27	4,488.71	4,631.55	4,778.94	4,931.02	5,087.94	5,249.85	5,416.91
	Annual	52,203.32	53,864.46	55,578.64	57,347.16	59,172.36	61,055.28	62,998.26	65,002.86
<b>Pwr Plt Opr PGS</b> <b>8090</b>	Hourly	29.6493	30.3026	30.9705	31.6529	32.3503	33.0633	33.7918	34.5364
	BiWeekly	2,371.94	2,424.21	2,477.64	2,532.23	2,588.02	2,645.06	2,703.34	2,762.91
	Monthly	5,139.21	5,252.45	5,368.22	5,486.50	5,607.39	5,730.97	5,857.25	5,986.31
	Annual	61,670.44	63,029.46	64,418.64	65,837.98	67,288.52	68,771.56	70,286.84	71,835.66

**IBEW Utilities**

**Exhibit A**

**October 10, 2011**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Sr Material Hdl</b>	Hourly	25.1644	26.1379	27.1492	28.1996	29.2908	30.4241	31.6011	32.8236
	<b>8100</b> BiWeekly	2,013.15	2,091.03	2,171.94	2,255.97	2,343.26	2,433.93	2,528.09	2,625.89
	Monthly	4,361.83	4,530.57	4,705.86	4,887.93	5,077.07	5,273.51	5,477.52	5,689.42
	Annual	52,341.90	54,366.78	56,470.44	58,655.22	60,924.76	63,282.18	65,730.34	68,273.14
<b>Sr Pwr Dispatch</b>	Hourly	32.2133	33.7031	35.2618	36.8926	38.5988	40.3840	42.2517	44.2057
	<b>8105</b> BiWeekly	2,577.06	2,696.25	2,820.94	2,951.41	3,087.90	3,230.72	3,380.14	3,536.46
	Monthly	5,583.64	5,841.87	6,112.05	6,394.72	6,690.46	6,999.89	7,323.63	7,662.32
	Annual	67,003.56	70,102.50	73,344.44	76,736.66	80,285.40	83,998.72	87,883.64	91,947.96
<b>Sr Pwr Plt Oper</b>	Hourly	29.2327	30.2886	31.3828	32.5165	33.6910	34.9080	36.1690	37.4754
	<b>8110</b> BiWeekly	2,338.62	2,423.09	2,510.62	2,601.32	2,695.28	2,792.64	2,893.52	2,998.03
	Monthly	5,067.00	5,250.02	5,439.69	5,636.19	5,839.77	6,050.72	6,269.29	6,495.74
	Annual	60,804.12	63,000.34	65,276.12	67,634.32	70,077.28	72,608.64	75,231.52	77,948.78
<b>Sr Wtr Mtn Wrkr</b>	Hourly	20.4500	21.2700	22.1229	23.0098	23.9323	24.8919	25.8899	26.9280
	<b>8120</b> BiWeekly	1,636.00	1,701.60	1,769.83	1,840.78	1,914.58	1,991.35	2,071.19	2,154.24
	Monthly	3,544.67	3,686.80	3,834.64	3,988.37	4,148.27	4,314.60	4,487.58	4,667.52
	Annual	42,536.00	44,241.60	46,015.58	47,860.28	49,779.08	51,775.10	53,850.94	56,010.24
<b>Sr Eng Tech</b>	Hourly	28.3158	29.1446	29.9976	30.8755	31.7793	32.7094	33.6667	34.6522
	<b>8125</b> BiWeekly	2,265.26	2,331.57	2,399.81	2,470.04	2,542.34	2,616.75	2,693.34	2,772.18
	Monthly	4,908.07	5,051.73	5,199.58	5,351.75	5,508.41	5,669.63	5,835.56	6,006.38
	Annual	58,896.76	60,620.82	62,395.06	64,221.04	66,100.84	68,035.50	70,026.84	72,076.68
<b>Sr Substa Tech</b>	Hourly	34.4193	34.5956	34.7730	34.9512	35.1302	35.3103	35.4913	35.6731
	<b>8130</b> BiWeekly	2,753.54	2,767.65	2,781.84	2,796.10	2,810.42	2,824.82	2,839.30	2,853.85
	Monthly	5,966.01	5,996.57	6,027.32	6,058.21	6,089.23	6,120.45	6,151.83	6,183.34
	Annual	71,592.04	71,958.90	72,327.84	72,698.60	73,070.92	73,445.32	73,821.80	74,200.10
<b>Substa Tech</b>	Hourly	31.8632	32.0408	32.2194	32.3991	32.5798	32.7616	32.9443	33.1281
	<b>8135</b> BiWeekly	2,549.06	2,563.26	2,577.55	2,591.93	2,606.38	2,620.93	2,635.54	2,650.25
	Monthly	5,522.95	5,553.74	5,584.70	5,615.84	5,647.17	5,678.68	5,710.35	5,742.20
	Annual	66,275.56	66,644.76	67,016.30	67,390.18	67,765.88	68,144.18	68,524.04	68,906.95
<b>System Tech-PCC</b>	Hourly	28.0805	29.0572	30.0677	31.1134	32.1955	33.3154	34.4741	35.6731
	<b>8140</b> BiWeekly	2,246.44	2,324.58	2,405.42	2,489.07	2,575.64	2,665.23	2,757.93	2,853.85
	Monthly	4,867.29	5,036.58	5,211.73	5,392.99	5,580.55	5,774.67	5,975.51	6,183.34
	Annual	58,407.44	60,438.88	62,540.92	64,715.82	66,966.64	69,295.98	71,706.18	74,200.10
<b>System Tech-PGS</b>	Hourly	28.0805	29.0572	30.0677	31.1134	32.1955	33.3154	34.4741	35.6731
	<b>8141</b> BiWeekly	2,246.44	2,324.58	2,405.42	2,489.07	2,575.64	2,665.23	2,757.93	2,853.85
	Monthly	4,867.29	5,036.58	5,211.73	5,392.99	5,580.55	5,774.67	5,975.51	6,183.34
	Annual	58,407.44	60,438.88	62,540.92	64,715.82	66,966.64	69,295.98	71,706.18	74,200.10

**IBEW Utilities**

**Exhibit A**

**October 10, 2011**

		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Tree Trim Cr Ch</b>	Hourly	25.1546	25.9450	26.7606	27.6015	28.4689	29.3637	30.2866	31.2384
	<b>8145</b> BiWeekly	2,012.37	2,075.60	2,140.85	2,208.12	2,277.51	2,349.10	2,422.93	2,499.07
	Monthly	4,360.13	4,497.13	4,638.50	4,784.26	4,934.61	5,089.71	5,249.68	5,414.66
	Annual	52,321.62	53,965.60	55,662.10	57,411.12	59,215.26	61,076.60	62,996.18	64,975.82
<b>Pwr Plt Oper Bur</b>	Hourly	29.6493	30.3026	30.9705	31.6529	32.3503	33.0633	33.7918	34.5364
	<b>8150</b> BiWeekly	2,371.94	2,424.21	2,477.64	2,532.23	2,588.02	2,645.06	2,703.34	2,762.91
	Monthly	5,139.21	5,252.45	5,368.22	5,486.50	5,607.39	5,730.97	5,857.25	5,986.31
	Annual	61,670.44	63,029.46	64,418.64	65,837.98	67,288.52	68,771.56	70,286.84	71,835.66
<b>Utl Electrician</b>	Hourly	25.2079	26.2111	27.2546	28.3393	29.4673	30.6402	31.8599	33.1281
	<b>8155</b> BiWeekly	2,016.63	2,096.89	2,180.37	2,267.14	2,357.38	2,451.22	2,548.79	2,650.25
	Monthly	4,369.37	4,543.26	4,724.13	4,912.15	5,107.67	5,310.97	5,522.38	5,742.20
	Annual	52,432.38	54,519.14	56,689.62	58,945.64	61,291.88	63,731.72	66,268.54	68,906.95
<b>Utl Tech PGS</b>	Hourly	24.6204	25.8535	27.1400	28.4938	29.9144	31.4155	32.9836	34.6321
	<b>8160</b> BiWeekly	1,969.63	2,068.28	2,171.20	2,279.50	2,393.15	2,513.24	2,638.69	2,770.57
	Monthly	4,267.54	4,481.27	4,704.27	4,938.93	5,185.16	5,445.35	5,717.16	6,002.90
	Annual	51,210.38	53,775.28	56,451.20	59,267.00	62,221.90	65,344.24	68,605.94	72,034.82
<b>Utl Tech Burd</b>	Hourly	24.6204	25.8535	27.1400	28.4938	29.9144	31.4155	32.9836	34.6321
	<b>8161</b> BiWeekly	1,969.63	2,068.28	2,171.20	2,279.50	2,393.15	2,513.24	2,638.69	2,770.57
	Monthly	4,267.54	4,481.27	4,704.27	4,938.93	5,185.16	5,445.35	5,717.16	6,002.90
	Annual	51,210.38	53,775.28	56,451.20	59,267.00	62,221.90	65,344.24	68,605.94	72,034.82
<b>Utl Wrhs Clerk</b>	Hourly	18.1921	18.7463	19.3173	19.9059	20.5123	21.1372	21.7811	22.4447
	<b>8165</b> BiWeekly	1,455.37	1,499.70	1,545.38	1,592.47	1,640.98	1,690.98	1,742.49	1,795.58
	Monthly	3,153.30	3,249.36	3,348.33	3,450.36	3,555.47	3,663.78	3,775.39	3,890.41
	Annual	37,839.62	38,992.20	40,179.88	41,404.22	42,665.48	43,965.48	45,304.74	46,685.08
<b>Water Main Wrkr</b>	Hourly	17.0380	17.8456	18.6916	19.5776	20.5056	21.4776	22.4956	23.5619
	<b>8175</b> BiWeekly	1,363.04	1,427.65	1,495.33	1,566.21	1,640.45	1,718.21	1,799.65	1,884.95
	Monthly	2,953.25	3,093.24	3,239.88	3,393.45	3,554.30	3,722.78	3,899.24	4,084.06
	Annual	35,439.04	37,118.90	38,878.58	40,721.46	42,651.70	44,673.46	46,790.90	49,008.70
<b>Wireworker I</b>	Hourly	19.1407	20.1117	21.1321	22.2042	23.3307	24.5142	25.7580	27.0649
	<b>8180</b> BiWeekly	1,531.26	1,608.94	1,690.57	1,776.34	1,866.46	1,961.14	2,060.64	2,165.19
	Monthly	3,317.72	3,486.03	3,662.90	3,848.73	4,043.99	4,249.13	4,464.72	4,691.25
	Annual	39,812.76	41,832.44	43,954.82	46,184.84	48,527.96	50,989.64	53,576.64	56,294.94
<b>Wireworker II</b>	Hourly	26.5428	27.1868	27.8464	28.5222	29.2142	29.9228	30.6489	31.3925
	<b>8185</b> BiWeekly	2,123.42	2,174.94	2,227.71	2,281.78	2,337.14	2,393.82	2,451.91	2,511.40
	Monthly	4,600.75	4,712.38	4,826.71	4,943.85	5,063.79	5,186.62	5,312.48	5,441.37
	Annual	55,208.92	56,548.44	57,920.46	59,326.28	60,765.64	62,239.32	63,749.66	65,296.40



RESOLUTION 2011-309

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 Utilities) 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 Utilities) for the period of October 1, 2011 through September 30, 2012.

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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