



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item I4

**#2011-310 - Consideration of Approving the IBEW (Wastewater)
Labor Agreement**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: October 11, 2011

Subject: I-4

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

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Employees who work at the City Wastewater Treatment Plant 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 Wastewater. 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 has few changes recommended. The proposed agreement will run from October 1, 2011 through September 30, 2012. A 1.25% wage increase was negotiated. The most notable change was the increase of vacation hours to match other City employees. The increase added forty-four hours over the course of twenty-five years. Other changes in the contract include; changing grandchildren from non-immediate to immediate family for purposes of bereavement leave, increasing the medical leave time allowed for the care of family members from forty to eighty, and a March 15th and September 15th deadline for personal day usage.

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 Wastewater Treatment Plant 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 Wastewater Treatment Plant employees.



and

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

WASTEWATER TREATMENT PLANT

October 1, 2011 through September 30, 2012

TABLE OF CONTENTS

	Page
Purpose and Intent of the Parties	1
Article I – Recognition	
A. Bargaining Unit.....	1
Article II – Hours of Work	
A. Schedules of Work.....	1
B. Changes in Work Schedule	2
C. Rest Periods.....	2
D. Overtime and Compensatory Time.....	2
E. Stand-By Duty.....	3
F. Call-Back Pay	3
Article III – Holidays and Holiday Pay	
A. Holidays	3
B. Weekend Holidays	4
C. Eligibility for Holiday Pay.....	4
D. Personal Day	4
Article IV – Vacations	
A. Eligibility	4
B. Amount Authorized.....	5
C. Vacation Schedule	5
D. Seniority for Vacation Planning.....	6
E. Vacation Time Carry-Over.....	6
F. Vacation Credit on Termination and Retirement.....	6
Article V – Medical Leave, Bereavement Leave, and FMLA Leave	
A. Amount Authorized.....	7
B. Use of Medical Leave	7
C. Proof of Illness	8
D. Fraudulent Use of Medical Leave.....	8
E. Compensation for Unused Medical Leave	8
F. Notification of Illness	8
G. Family and Medical Leave Act Policy	8
H. Use of Bereavement Leave	9
Article VI – Military Leave	
A. Military Leave.....	9
Article VII – Court Leave	
A. When Authorized.....	9

B. Procedure.....	9
C. Fees.....	9
Article VIII – Leave Without Pay	
A. Procedure	10
B. Limitations	10
Article IX – Leave to Supplement Workers Compensation Benefits	
A. Policy	11
B. Application of Workers' Compensation and Other Leave Balances.....	11
C. Subrogation	11
D. Limitation of Leave.....	12
E. Light Duty Policy.....	12
Article X – General Provisions Concerning Leave	
A. Absence Without Approval.....	12
B. Leave Form	13
C. Compensation Limit During Leave.....	13
Article XI – Pension Retirement Plan	
A. Pension	13
Article XII – Seniority	
A. Seniority	13
Article XIII – Rates of Pay for Work Performed	
A. Pay Plan.....	15
B. Fiscal Year 2011-2012.....	15
C. Stipends, Shift Differential and Key Class.....	16
D. Working Out Of Class.....	16
Article XIV – Employee Relations	
A. General	16
B. Membership in Union.....	16
C. Grievance and Discipline Procedures	17
D. Procedures as of October 1, 2011	18
Article XV – Other Benefits	
A. Medical Insurance	25
B. Cafeteria Plan	25
C. Life Insurance.....	25
D. Union Bulletin Board.....	25
E. Health Insurance Committee	26
F. Protective Clothing	26
G. Travel Time Reimbursement	26

Article XVI – Management Rights	26
Article XVII –General Provisions	27
Article XVIII – Strikes and Lockouts	29
Article XIX – Duration of Contract	29
Article XX – Severability	29
Article XXI – Scope of Agreement	
A. Complete Agreement	30
B. Interpretation.....	30
C. Negotiations	30
Article XXII – C.I.R. Waiver	30

AGREEMENT

THIS AGREEMENT, dated _____, 2011, is between the City of Grand Island (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers, Local 1597 (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, 2011 through and including September 30, 2012.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union 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 and other conditions of employment.

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following positions employed at the Wastewater Treatment Plant. Only employees with regular status in the classifications listed below are eligible for representation by the Union:

Wastewater Treatment Plant Clerk
Accounting Technician
Maintenance Worker
Maintenance Mechanic I/II
Wastewater Plant Operator I/II
Wastewater Laboratory Technician
Equipment Operator
Senior Equipment Operator

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

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Work schedules shall be arranged, to the extent possible, with five

consecutive work days followed by two consecutive days off. The City will post, in designated areas, the initial work schedules after the ratification of this contract.

B. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency, shall be posted for all to see at least 72 hours before the change is effective in the same designated areas as the initial schedules referred to in Paragraph A.

C. REST PERIODS

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof. Employees shall be allowed at least one half hour off, without pay, for a meal as close to the middle of the shift as possible.

D. OVERTIME AND COMPENSATORY TIME

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment, at the option of the employee.
2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.
7. Overtime shall be distributed as equally as possible based on the work needed and job skills and qualifications of employees.

E. STAND-BY DUTY

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
 - a. The stand-by duty work week will be determined by the City. The initial schedule will be posted after ratification of this contract and all changes in stand-by schedules, except in cases of emergency, shall be posted in designated areas at least 72 hours before the change is effective.
 - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
2. The compensation for stand-by duty will be eight (8) hours per week of stand-by duty at the employee's basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week.
3. The employee assigned to this duty shall be available by communication equipment provided by the City at all times under this arrangement.
4. A truck will be assigned to the employee on stand-by duty if such employee lives within 10 miles of the Wastewater Treatment Plant.

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 (1 1/2) times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an

employee may be required to work on a holiday if necessary to maintain essential services to the public. Employees will be compensated at the rate of time and one half for working on one of the holidays listed:

New Year's Day	Veteran's Day
Thanksgiving Day	Friday following Thanksgiving
Memorial Day	Labor Day
Independence 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 the 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. 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.

ARTICLE IV - VACATIONS

A. ELIGIBILITY

All regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

For purposes of this contract, “regular status” employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have completed their introductory terms. It shall specifically exclude employees who are temporary, seasonal, introductory, and/or working fewer than 30 hours per week.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six-month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six months of continuous service following the introductory period.
2. Years 2 through 4 Eighty (80) Hours
3. Years 5 through 6 One hundred twenty (120) Hours
4. Years 7 through 8 One hundred Twenty-Eight (128) Hours
5. Years 9 through 10 One Hundred Thirty-Six (136) Hours
6. Years 11 through 12 One Hundred Forty-Four (144) Hours
7. Year 13 One Hundred Fifty-Two (152) Hours
8. Years 14 through 19 One Hundred Sixty (160) Hours
9. Years 20 through 24 One Hundred Sixty-Eight (168) Hours
10. Year 25 and beyond One Hundred Seventy-Six (176) Hours

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

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when

scheduling vacations within the department. Each employee shall take a vacation of at least one week consisting of five consecutive vacation days each year when eligible and sufficient vacation hours have been accrued.

D. SENIORITY FOR VACATION PLANNING

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not inter-dependent. Employees will indicate their preference for vacation time on a primary vacation schedule according to seniority. An employee may make one choice of a minimum of five consecutive work days and a maximum of as many consecutive work days as the employee has accrued vacation time. Only one block of consecutive work days will be scheduled per employee on the primary vacation schedule. After completion of the primary vacation schedule, a secondary vacation schedule will be made available. An employee may make as many selections as the employee has remaining accrued vacation time in order of seniority. The City will establish the beginning and ending dates for scheduling vacations on the primary and secondary vacation schedules and reserves the right to change the vacation scheduling process if it proves unworkable.

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.
2. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.
3. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

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

ARTICLE V
MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:
 - a. Eight (8) hours for each full calendar month of service.
 - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty hours of medical leave per year to care for immediate family members.
5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.

9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight hours in a day; provided, that medical leave shall be debited in no less than one (1) hour units.

C. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The supervisor may require this statement or other proof for an absence chargeable to medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,064 hours.

All employees shall be paid thirty seven and one-half percent (37.5%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work, the employee shall submit a leave form to his or her supervisor. An employee will not receive sick pay if a leave form is not submitted within one (1) working day after the absence.

G. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations as amended on April 13, 2011.

H. USE OF BEREAVEMENT LEAVE

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

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

B. PROCEDURE

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at the court.

C. FEES

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

ARTICLE VIII - LEAVE WITHOUT PAY

- A.** The provisions relative to leave without pay shall be as follows:
1. Leave without pay may be granted to an employee for any good cause when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days time. The mayor may extend such leave for a period not to exceed six months. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
 2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.
 3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law .
- B.** Leave without pay shall be subject to the following provisions:
1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.
 2. Vacation and medical leave credits shall not be earned during leave without pay.
 3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.
 4. Leave without pay during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.
 5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.
 6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE IX
LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act will be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate. 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. 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.
2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.
3. While on leave of any nature, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, 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.

C. SUBROGATION

The City reserves a right of subrogation because of payment to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment. Should the employee collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse

the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

D. LIMITATION OF LEAVE

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty consecutive (150) days from the original date 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 the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

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

E. 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 injury 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. An employee who is absent without approval for three (3) consecutive days is considered to have resigned.

B. LEAVE FORM

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

C. COMPENSATION LIMIT DURING LEAVE

While on leave of any nature, the total compensation paid to an employee including salary, wages, workers compensation benefits and leave pay collected from any other party shall not exceed the employee's net take-home pay 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.

ARTICLE XI - PENSION RETIREMENT PLAN

A. PENSION

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

ARTICLE XII - SENIORITY

A. SENIORITY

1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
3. After an employee satisfactorily completes his initial introductory period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the Director, the Mayor, or City Administrator will recommend the implementation of the reduction. Factors that will be taken into consideration shall include, but are not limited to:
 - The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations
 - Required federal, state, or local certifications or licenses;
 - Seniority;
 - The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
 - The knowledge, skills and abilities of the employee;
 - The multiple job skills recently or currently being performed by the employee.

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

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

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

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have length in step plus satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1 Entry Level

Step 2 Upon successful completion of one (1) year of service in Step 1

Step 3 Upon successful completion of one (1) year of service in Step 2

Step 4 Upon successful completion of one (1) year of service in Step 3

Step 5 Upon successful completion of one (1) year of service in Step 4

Step 6 Upon successful completion of one (1) year of service in Step 5

Step 7 Upon successful completion of one (1) year of service in Step 6

Step 8 Upon successful completion of one (1) year of service in Step 7

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

B. FISCAL YEAR 2011-2012

Rates of pay for the period October 1, 2011 to September 30, 2012 for work performed in the various classes of work under this agreement shall be as follows:

October 1, 2011: All pay ranges shall be adjusted by 1.25%. The pay ranges will be implemented the first full pay period on or after October 1, 2011. See exhibit A.

C. STIPENDS, SHIFT DIFFERENTIAL AND KEY CLASS

The Department Director or his or her designee may name no more than one lead maintenance worker who will receive a \$10.00 per pay period stipend. Employees who

are regularly scheduled to work swing shift or night shift will receive an additional 15 cents per hour for wages attributable to those shifts. Other employees who are called back to work or who are on stand by duty are not entitled to shift differential. No other classes will receive a stipend.

All parties acknowledge that the positions of Maintenance Worker, Equipment Operator, Maintenance Mechanic I, and Plant Operator II were blended for wage purposes by mutual agreement.

D. WORKING OUT OF CLASS

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than 10 consecutive work days, the employee is entitled to compensation, commencing on the eleventh day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled if no out of class assignment had been made.

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.

C. GRIEVANCE AND DISCIPLINE PROCEDURES

1. Members of the bargaining unit shall be governed by the grievance and discipline procedures set forth in Chapter 3 of the City's personnel rules and regulations. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to

discipline or discharge, said amendment shall be proposed to the IBEW bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time. If there is no agreement, the provisions of Chapter 3 in existence at the time of this contract will continue in force as to members of this bargaining unit.

Any decision or act of the City that can be appealed to the District Court under applicable Nebraska law and the City personnel rules and regulations may instead be submitted to non-binding arbitration on mutual consent of the parties.

2. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the parties have agreed to arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days after the agreement to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting arbitration shall have the right to strike the first name and the City shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense.

D. PROCEDURES AS OF OCTOBER 1, 2011

The following are the pertinent grievance and discipline procedures contained in the personnel rules and regulations as of October 1, 2011 as amended to apply to the members of this bargaining unit.

Sec. 3.01 CORRECTIVE AND DISCIPLINARY ACTIONS

Employees are expected to act in a mature and professional manner while performing services for the City of Grand Island. Below is a partial list of behaviors that an employee may be disciplined for. Depending on the severity of the infraction, an employee may be subject to discipline up to and including termination. The following is a list, not all-inclusive, providing examples of unacceptable conduct:

- Failure to observe safety rules and regulations.
- Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.
- Solicitation, or distribution or display of, unauthorized literature while on City time.
- Operating a personal business while on City time.
- Intimidation or coercion.
- Abuse or waste of City equipment, tools, or material.
- Using abusive language or making false or malicious statements concerning any employee, the City, or its services.
- Horseplay, loafing, or sleeping on the job.
- Unauthorized posting, removing, or altering of bulletin board notices.
- Violation of City, Department, or Division written or verbal policies or procedures.
- Unauthorized use or release of confidential, sensitive or privileged information.
- Intentional unavailability for or refusal to work over-time or respond to emergency call-out.
- Abuse of medical leave or other paid leaves.
- Conduct unbecoming a City employee.

An employee may be discharged, even for a first offense, for the following violations. This list is representative of dischargeable behaviors but is not all inclusive.

- Insubordination.

- Theft of public or private property.
- Misappropriation of public property.
- Unlawful harassment.
- Consumption or possession of alcohol or non-prescribed drugs on City time or property.
- Being under the influence of alcohol or non-prescribed drugs while in the workplace.
- Gambling or fighting on City time or property.
- Conviction of a felony.
- Abusive, offensive, or obscene language or conduct towards the public, City officials, or employees.
- Demeaning, disruptive, or uncooperative conduct in the workplace.
- Intentional or negligent damage or destruction of private or public property.
- Fraud, falsification, or deceit in the conduct of City business.
- Incompetence or unsatisfactory performance.
- Unauthorized possession or use of firearms or hazardous materials on City time or property.
- Work disruption or stoppage, strike, or other forms of job action or withholding of services.
- Acts or threats of physical violence directed towards City officials or employees.
- Soliciting favors, gifts, services, or bribes in the conduct of City business.
- Conduct unbecoming a City employee or tending to discredit or impair the duties and the responsibilities of the employee's position.
- Violation of the "Employment of Relatives" Policy.

Any employee arrested or convicted of any offense other than a minor traffic violation must report the incident to his/her supervisor. Failure to report such matters can

result in discipline, up to and including termination.

Sec. 3.02 DISCIPLINE AND APPEAL PROCEDURE

A. General Statement

It is the policy of the City of Grand Island to provide a system of progressive discipline, which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Except in the case of a written reprimand I and reprimand II, such system shall include an appeal procedure to assure the equitable and consistent application of discipline. Discipline may begin with the least severe, appropriate disciplinary action and progress, if necessary, to more severe actions. The severity of the incident may warrant any level of initial disciplinary action, so as to be appropriate for the offense.

B. Progressive Discipline

Progressive discipline is the successive application of increasingly severe disciplinary actions. These actions, in order of severity, are written reprimand I, written reprimand II, probationary status, suspension, suspension and demotion, and discharge.

C. Written Reprimand I

A written reprimand I must be imposed by the employee's immediate supervisor for minor violations or incidents. The reprimand must inform the employee of the violation or incident, the required correction action, and the consequences of a reoccurrence of the violation or incident. A copy of the written reprimand I must be delivered to the employee and the Human Resources Department by the immediate supervisor. The immediate supervisor must retain a copy of the written reprimand I in departmental records. A written reprimand I shall be placed in the employee's personnel file.

D. Written Reprimand II

A written reprimand II may be imposed by a Department Director, the City Administrator, or the Mayor for repeated minor violations or incidents, or for a violation or incident of a more serious nature. The written reprimand II must inform the employee of the violation or incident, the required corrective action, and the consequences of a reoccurrence of the violation or incident. Copies of the written reprimand II must be delivered to the employee and the Human Resources Department for placement in the employee's personnel file.

E. Probationary Status

An employee can be put into a probationary status if his/her conduct is deemed unacceptable by the supervisor and/or Director and approved by the Director. During the

probationary period the employee's performance and compliance with company rules and standards will be closely supervised. If at any time during the probationary period the employee's performance is unsatisfactory or the employee has failed to comply with company rules, they will be subject to immediate termination.

F. Suspension and Demotion

A suspension is a period of time where the employee is removed from the workplace without pay. Suspension is normally imposed for a disciplinary or dischargeable offense or for an employee's failure to take corrective action in response to a written reprimand I or II. A suspension may be imposed as initial discipline for a violation or incident of a serious nature. A demotion is a change in status to a position subordinate to that held by an employee prior to imposition of discipline and may be imposed by the Department Director, the City Administrator, or Mayor in conjunction with a suspension for a violation or incident of a serious nature. For non-exempt employees under the Fair Labor Standards Act (FLSA), a suspension, not to exceed five working days, may be imposed by the Department Director, the City Administrator, or the Mayor. For exempt employees under the FLSA, any suspension must be for a period of at least one workweek. Prior to imposition of suspension and/or demotion as a disciplinary action, a written notice of suspension and/or demotion shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of suspension and/or demotion must inform the employee of the following:

- (a) A statement of the violation(s) or incident(s)
- (b) A brief explanation of the evidence underlying the violation(s) or incident(s)
- (c) The discipline to be imposed
- (d) Any required corrective action by the employee
- (e) The consequences of a reoccurrence of the violations(s) or incident(s)
- (f) The employee's right to request an appeal hearing before the Mayor

A copy of the notice of suspension and/or demotion shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. At the discretion of the person issuing the notice of suspension and/or demotion, the employee may be suspended with pay immediately upon delivery of the notice pending implementation of the disciplinary action. A copy of the notice of suspension and/or demotion must be delivered to the Human Resources Department for placement in the employee's personnel file. A proposed suspension (and demotion) may be appealed pursuant to the procedure set out hereafter.

G. Discharge

A discharge may be imposed by the Mayor for an employee's failure to correct his/her workplace conduct in response to a suspension. A discharge may also be imposed as initial discipline for a violation or incident of a serious nature. Prior to imposition of discharge as a disciplinary action, a written notice of discharge shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of discharge must inform the employee of the following:

- (a) A statement of the violation(s) or incident(s)
- (b) A brief explanation of the evidence underlying the violation(s) or incident(s)
- (c) A statement that discharge is to be imposed
- (d) The employee's right to request an appeal hearing before the Mayor

A copy of the notice of discharge shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. The employee shall be suspended with pay immediately upon delivery of the notice of discharge pending implementation of the disciplinary action or a final determination by the Mayor on the proposed disciplinary action following an appeal hearing. A copy of the notice of discharge must be delivered to the Human Resources Department for placement in the employee's personal file. A proposed discharge may be appealed pursuant to the procedures set out hereafter.

H. Appeal Procedure

A regular status, non-introductory employee may appeal a suspension, a suspension and demotion, or a discharge in accordance with the following procedure:

- a. Following delivery of a notice of suspension (and demotion), or notice of discharge, the employee shall have seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, to request an appeal hearing before the Mayor. Such request shall be in writing and delivered to the office of the Mayor at City Hall.
- b. Upon receipt of a request for an appeal hearing, the Mayor shall within five (5) working days cause to be set a time and place for the appeal hearing and written notification thereof shall be provided to the employee, the Human Resources Director, and City Attorney. The appeal hearing shall be held within fifteen (15) working days after receipt of the request for hearing. The appeal hearing shall be conducted informally and recorded electronically.
- c. At the hearing, the City Attorney, Department Director, and/or City Administrator shall present oral or written statements, reports, and documents supporting the disciplinary

action.

d. The accused employee, the employee's representative and attorney, or other person on the employee's behalf, may present oral or written statements, reports and documents in response to the proposed disciplinary action.

e. Each side shall be limited to a total time for making their respective presentations of one (1) hour or less. The Mayor upon good cause shown may extend the time for presentation.

f. Upon conclusion of the appeal hearing, the Mayor shall make a determination in writing to dismiss, modify, or impose the proposed disciplinary action. The proceedings before the Mayor at the appeal hearing shall constitute the sole basis on which the Mayor's determination shall be based. Modification may include any lesser disciplinary action than that which was proposed, including written reprimand II, reduction in pay, demotion, or change in the terms of suspension and/or demotion and may provide for a period of probation, counseling, treatment, or other corrective actions on the part of the employee.

A copy of the Mayor's written determination shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence. A copy of the Mayor's written determination shall be delivered to the City Administrator, City Attorney, and the Human Resources Director. The Human Resources Department shall place a copy of the Mayor's written determination in the employee's personnel file.

Should the employee be dissatisfied with the Mayor's determination, the employee may appeal to the District Court of Hall County, Nebraska, in accordance with the procedures provided by the statutes of the State of Nebraska. The filing of a petition in error by the employee or the service of summons upon the City shall not stay enforcement of a disciplinary action. The City may do so voluntarily, or the City may comply with such stay as is ordered by the District Court of Hall County.

Sec. 3.03 EMPLOYEE GRIEVANCES

Each person may present a grievance to their immediate supervisor who will respond in writing within 5 working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.

If the person is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within 5 working days.

In the event that the person is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within 5 working

days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include but are not limited to the following:

- Discipline or discharge for just cause arising under the City Personnel Rules except that a limited grievance for written reprimands may be presented as set forth below.
- Direct the work force.
- Hire, assign, or transfer employees.
- Determine the mission of the City.
- Determine the methods, means, and/or number of personnel needed to carry out the City's mission.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.
- The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.

A limited form of grievance may be presented for written reprimands. Each person may present a grievance to his or her immediate supervisor who will respond in writing within 5 working days. Written notification of this grievance will be forwarded to the Human Resources Director and Department Director.

If the person is not satisfied with the decision of his or her immediate supervisor, he or she may present the grievance to the Department Director who will notify the Human Resources Director. The Department Director will respond in writing within 5 working days.

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 other 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. CAFETERIA PLAN

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

C. LIFE INSURANCE

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$50,000 per employee.

The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

E. HEALTH INSURANCE COMMITTEE

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

F. PROTECTIVE CLOTHING

1. The director will determine what uniforms and protective clothing shall be required and furnished to employees.
2. The City will pay sixty percent (60%) of the actual cost of providing and cleaning protective clothing and the employee shall pay forty percent (40%) of such costs.

G. 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.

ARTICLE XVI - MANAGEMENT RIGHTS

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works 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:
 - a. Discipline or discharge may be imposed for matters arising under this agreement or the City's Personnel Rules and Regulations, pursuant to Chapter 3 of said rules and regulations. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline or

discharge, said amendment shall be proposed to the IBEW bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time. If there is no agreement, the provisions of Chapter 3 in effect on October 1, 2011 will continue in force as to members of this bargaining unit.

- b. Direct the work force.
 - c. Hire, assign, or transfer employees.
 - d. Determine the mission of the City.
 - e. Determine the methods, means, number of personnel needed to carry out the City's mission.
 - f. Introduce new or improved methods or facilities.
 - g. Change existing methods or facilities.
 - h. Lay off employees because of lack of work.
 - i. Contract out for goods or services.
4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.
5. Any and all matters not specifically mentioned in this agreement are reserved to the City. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract.
6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

ARTICLE XVII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her

credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

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

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
7. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee

with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. 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 regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, or orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XVIII - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XIX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, 2012.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after March 1, 2012.

ARTICLE XX- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable

statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute. The union acknowledges that the City must comply with the Nebraska Budget Act.

ARTICLE XXI - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXII - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2011 through September 30, 2012.

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

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY _____
JAY VAVRICEK, MAYOR

ATTEST _____
RANAE EDWARDS, CITY CLERK

Dated _____

I.B.E.W. LOCAL 1597

BY _____
PRESIDENT LOCAL 1597

Dated _____

CHIEF STEWARD LOCAL 1597

IBEW WWTP

Exhibit A

October 10, 2011

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Acctg Tech 9500	Hourly	14.5040	15.2292	15.9905	16.7901	17.6294	18.5109	19.4366	20.4084
	BiWeekly	1,160.32	1,218.34	1,279.24	1,343.21	1,410.35	1,480.87	1,554.93	1,632.67
	Monthly	2,514.03	2,639.73	2,771.69	2,910.28	3,055.76	3,208.56	3,369.01	3,537.46
	Annual	30,168.32	31,676.84	33,260.24	34,923.46	36,669.10	38,502.62	40,428.18	42,449.42
Equip Operator 9540	Hourly	16.4663	17.2897	18.1541	19.0618	20.0149	21.0156	22.0665	23.1698
	BiWeekly	1,317.30	1,383.18	1,452.33	1,524.94	1,601.19	1,681.25	1,765.32	1,853.58
	Monthly	2,854.16	2,996.88	3,146.71	3,304.05	3,469.25	3,642.70	3,824.86	4,016.10
	Annual	34,249.80	35,962.68	37,760.58	39,648.44	41,630.94	43,712.50	45,898.32	48,193.08
Maint Mech I 9620	Hourly	16.4663	17.2897	18.1541	19.0618	20.0149	21.0156	22.0665	23.1698
	BiWeekly	1,317.30	1,383.18	1,452.33	1,524.94	1,601.19	1,681.25	1,765.32	1,853.58
	Monthly	2,854.16	2,996.88	3,146.71	3,304.05	3,469.25	3,642.70	3,824.86	4,016.10
	Annual	34,249.80	35,962.68	37,760.58	39,648.44	41,630.94	43,712.50	45,898.32	48,193.08
Maint Mech II 9621	Hourly	18.4369	19.3588	20.3265	21.3430	22.4101	23.5306	24.7072	25.9426
	BiWeekly	1,474.95	1,548.70	1,626.12	1,707.44	1,792.81	1,882.45	1,976.58	2,075.41
	Monthly	3,195.73	3,355.53	3,523.26	3,699.45	3,884.42	4,078.64	4,282.58	4,496.72
	Annual	38,348.70	40,266.20	42,279.12	44,393.44	46,613.06	48,943.70	51,391.08	53,960.66
Maint Worker 9625	Hourly	16.4663	17.2897	18.1541	19.0618	20.0149	21.0156	22.0665	23.1698
	BiWeekly	1,317.30	1,383.18	1,452.33	1,524.94	1,601.19	1,681.25	1,765.32	1,853.58
	Monthly	2,854.16	2,996.88	3,146.71	3,304.05	3,469.25	3,642.70	3,824.86	4,016.10
	Annual	34,249.80	35,962.68	37,760.58	39,648.44	41,630.94	43,712.50	45,898.32	48,193.08
Mnt Wrkr Stipnd 9626	Hourly	16.4663	17.2897	18.1541	19.0618	20.0149	21.0156	22.0665	23.1698
	BiWeekly	1,317.30	1,383.18	1,452.33	1,524.94	1,601.19	1,681.25	1,765.32	1,853.58
	Monthly	2,854.16	2,996.88	3,146.71	3,304.05	3,469.25	3,642.70	3,824.86	4,016.10
	Annual	34,249.80	35,962.68	37,760.58	39,648.44	41,630.94	43,712.50	45,898.32	48,193.08
Sr Equip Oper 9680	Hourly	17.7987	18.6887	19.6231	20.6042	21.6343	22.7161	23.8519	25.0445
	BiWeekly	1,423.90	1,495.10	1,569.85	1,648.34	1,730.74	1,817.29	1,908.15	2,003.56
	Monthly	3,085.11	3,239.37	3,401.34	3,571.39	3,749.95	3,937.46	4,134.33	4,341.05
	Annual	37,021.40	38,872.60	40,816.10	42,856.84	44,999.24	47,249.54	49,611.90	52,092.56
WWTP Clerk 9720	Hourly	12.3898	13.0092	13.6596	14.3426	15.0597	15.8127	16.6034	17.4334
	BiWeekly	991.18	1,040.74	1,092.77	1,147.41	1,204.78	1,265.02	1,328.27	1,394.67
	Monthly	2,147.57	2,254.93	2,367.66	2,486.05	2,610.35	2,740.87	2,877.92	3,021.79
	Annual	25,770.68	27,059.24	28,412.02	29,832.66	31,324.28	32,890.52	34,535.02	36,261.42
WW Lab Tech 9723	Hourly	17.4796	18.3535	19.2711	20.2347	21.2466	22.3089	23.4244	24.5955
	BiWeekly	1,398.37	1,468.28	1,541.69	1,618.78	1,699.73	1,784.71	1,873.95	1,967.64
	Monthly	3,029.80	3,181.27	3,340.32	3,507.35	3,682.74	3,866.88	4,060.23	4,263.22
	Annual	36,357.62	38,175.28	40,083.94	42,088.28	44,192.98	46,402.46	48,722.70	51,158.64

IBEW WWTP

Exhibit A

October 10, 2011

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
WWTP Operator I	Hourly	14.7271	15.4635	16.2368	17.0486	17.9011	18.7962	19.7359	20.7227
9725	BiWeekly	1,178.17	1,237.08	1,298.94	1,363.89	1,432.09	1,503.70	1,578.87	1,657.82
	Monthly	2,552.70	2,680.34	2,814.38	2,955.09	3,102.86	3,258.01	3,420.89	3,591.93
	Annual	30,632.42	32,164.08	33,772.44	35,461.14	37,234.34	39,096.20	41,050.62	43,103.32
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
WWTP Operator II	Hourly	16.4663	17.2897	18.1541	19.0618	20.0149	21.0156	22.0665	23.1698
9726	BiWeekly	1,317.30	1,383.18	1,452.33	1,524.94	1,601.19	1,681.25	1,765.32	1,853.58
	Monthly	2,854.16	2,996.88	3,146.71	3,304.05	3,469.25	3,642.70	3,824.86	4,016.10
	Annual	34,249.80	35,962.68	37,760.58	39,648.44	41,630.94	43,712.50	45,898.32	48,193.08

RESOLUTION 2011-310

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 Wastewater) 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 1.25% 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 Wastewater) 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