
City of Grand Island



Tuesday, October 11, 2011

Council Session Packet

City Council:

Larry Carney
Linna Dee Donaldson
Scott Dugan
Randy Gard
John Gericke
Peg Gilbert
Chuck Haase
Mitchell Nickerson
Bob Niemann
Kirk Ramsey

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00:00 PM
Council Chambers - City Hall
100 East First Street

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Terry Brandenburg, Peace Lutheran Church, 1710 N. North Road

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

This is an opportunity for individuals wishing to provide input on any of tonight's agenda items to reserve time to speak. Please come forward, state your name and address, and the Agenda topic on which you will be speaking.

MAYOR COMMUNICATION

This is an opportunity for the Mayor to comment on current events, activities, and issues of interest to the community.



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item C1

Recognition of Bud Jeffries for Service on the Hall County Board of Supervisors

The Mayor and City Council will recognize Bud Jeffries for his outstanding service and dedication to the people of Grand Island and Hall County. Mr. Jeffries service on the Hall County Board of Supervisors will be greatly missed.

Staff Contact: Mayor Vavricek

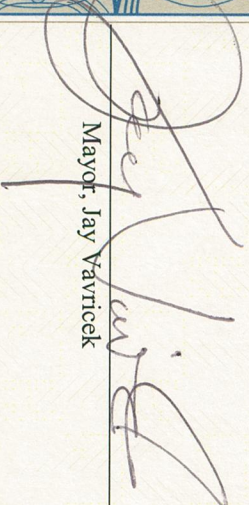


Certificate of Recognition

Awarded to

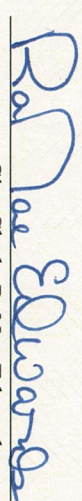
“Bud Jeffries”

for your outstanding service and dedication on the Hall County Board of Supervisors
and to the people of Grand Island and Hall County.



Mayor, Jay Vavricek





City Clerk, RaNae Edwards



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item E1

**Public Hearing on Acquisition of Utility Easement - 2900 West US
Highway 34 - Niedfelt**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: October 11, 2011
Subject: Acquisition of Utility Easement – 2900 West US Highway 34 – Niedfelt
Item #'s: E-1 & G-6
Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Doralene Niedfelt, located along the east side of property located at 2900 West U.S. Highway 34, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, high voltage cable and a single phase pad-mounted transformer to provide electricity to two new homes to be built on adjacent lots.

Alternatives

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

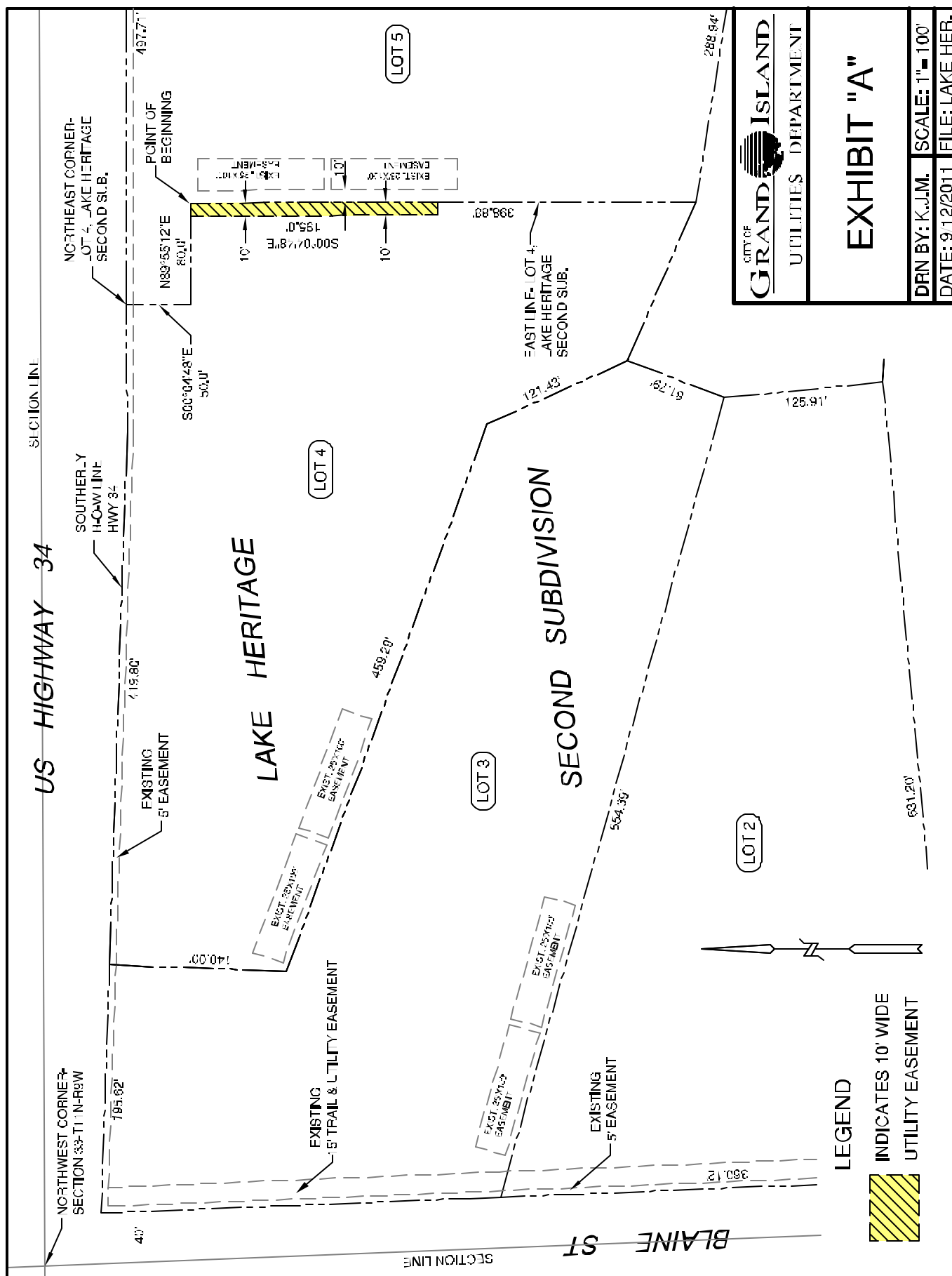
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, October 11, 2011

Council Session

Item E2

**Public Hearing on Acquisition of Utility Easement - 4124 North
Webb Road - Leonard & Marlene Mader**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director

Meeting: October 11, 2011

Subject: Acquisition of Utility Easement – 4124 N. Webb Road – Leonard & Marlene Mader

Item #'s: E-2 & G-7

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Leonard and Marlene Mader, located to the north and west of 4124 North Webb Road, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to provide a location for the three phase underground conduit, cable, and pad-mounted transformer to serve the new grain dryer and storage recently added to the property.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.



FILE: SX 25.12.10



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item E3

**Public Hearing on Acquisition of Utility Easement - 2300 West US
Highway 34 - Mayhew**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Robert H. Smith, Asst. Utilities Director
Meeting: October 11, 2011
Subject: Acquisition of Utility Easement – 2300 West US Highway 34 – Mayhew
Item #'s: E-3 & G-8
Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Lynn and Amy Mayhew, located along the west side of property located at 2300 West U.S. Highway 34, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, high voltage cable and a single phase pad-mounted transformer to provide electricity to two new homes to be built on adjacent lots.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item F1

**#9334 - Consideration of Annexation of Olson Subdivision Located
South of Airport Road and North and West of US Highway 281
(Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: October 11, 2011

Subject: An Ordinance to Annex Olson Subdivision an Addition to the City of Grand Island, Nebraska and the Adjoining Right-of -Way

Item #'s: F-1

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limit of the City of Grand Island be annexed into the City at the time of subdivision approval.

Phil A. Mader and Linda Mader, as the owners of the property, submitted Olson Subdivision as an addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on September 7, 2011.

An ordinance to approve this annexation was approved on first reading by the Grand Island City Council on September 27, 2011.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

City staff is not suggesting extension of the zoning jurisdiction as a result of this annexation. Council could request that planning commission consider extension of the zoning jurisdiction. Changes to the zoning jurisdiction cannot be made without a recommendation from the Regional Planning Commission.

No existing residences or businesses would be added to the City as a result of this annexation.

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

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9334

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Olson Subdivision and the adjoining Right-Of-Way for Airport Road and U.S. Highway 281 in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after the Phil A Mader and Linda Mader as owners of the property submitted a plat of Olson Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

Approved as to Form	<input type="checkbox"/> _____
October 5, 2011	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9334 (Cont.)

WHEREAS, on September 27, 2011, the City Council of the City of Grand Island approved such annexation on first reading.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

ORDINANCE NO. 9334 (Cont.)

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

Enacted: October 11, 2011.

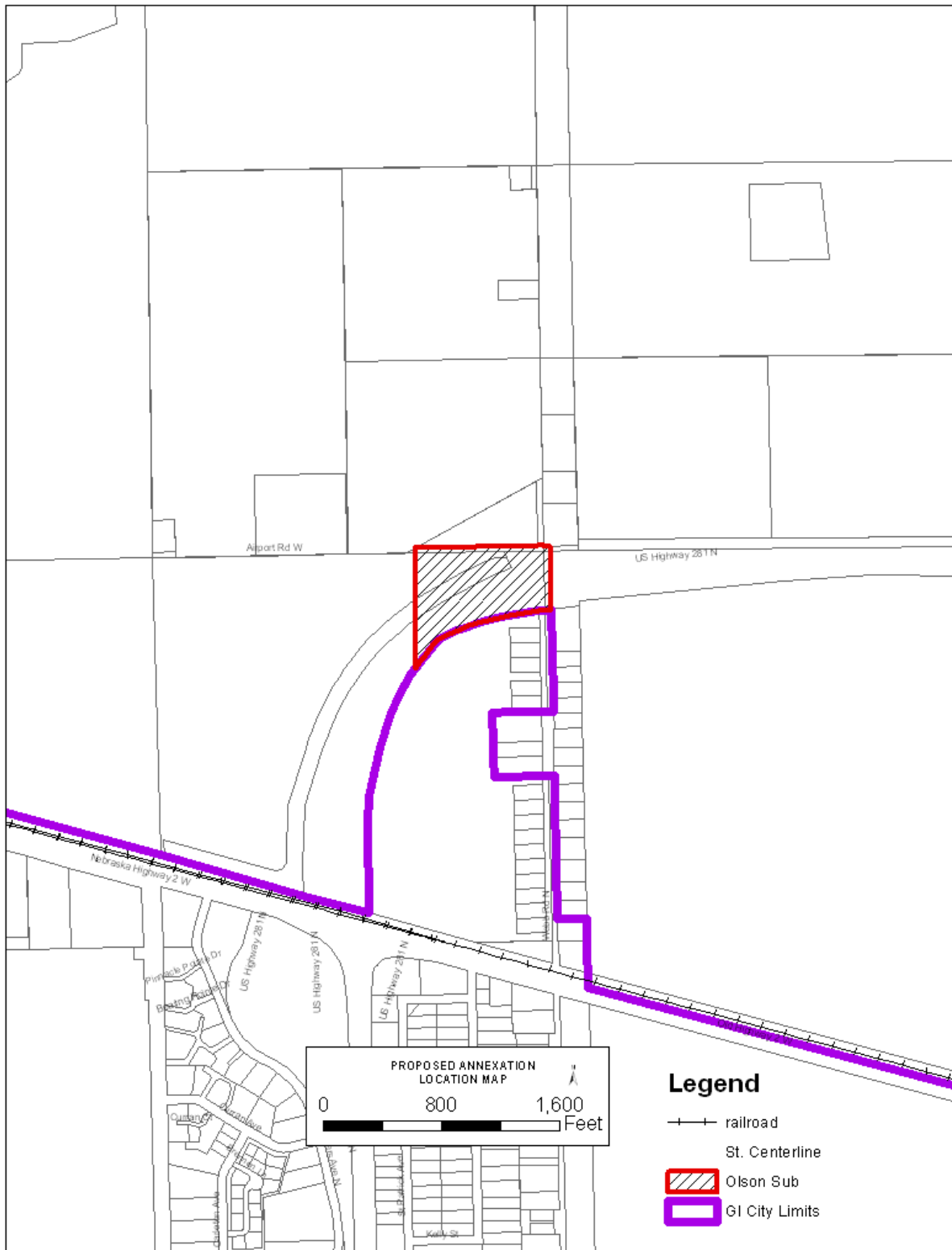
ORDINANCE NO. 9334 (Cont.)

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9334 (Cont.)





City of Grand Island

Tuesday, October 11, 2011

Council Session

Item F2

**#9336 - Consideration of Amending Grand Island City Code
Chapter 22-103 Relative to Parking Fines**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: October 11, 2011

Subject: Parking Fees, City Ordinance 22-103

Item #'s: F-2

Presenter(s): Steven Lamken, Police Chief

Background

The City Council approved an increase in parking fines for violations in Chapter 22 from \$10.00 to \$20.00. The purpose of the increase is to make the fines a realistic deterrence for illegal parking. City Code Section 22-103 needs to be amended to implement the change in fines.

Discussion

Fines for violations of on street parking violations found in Chapter 22 of the City code have been \$10.00 for many years. The \$10.00 fine does not serve as an effective deterrence to illegal parking. The Police Department requested that parking violation fines be increased to \$20.00 to serve as a more effective deterrence. The City Council approved the change in the fee schedule for the 2011 budget. City Code Section 22-103 that sets forth the fines needs to be amended to implement the change.

The City does not derive revenue from these fines and this is not a revenue enhancement.

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

City Administration recommends that the Council adopt amended City Code #22-103 relative to Parking Fines.

Sample Motion

Move to adopt Ordinance No. Parking Fines.

ORDINANCE NO. 9336

WHEREAS, The City is responsible for the regulation of use of and parking on City streets; and

WHEREAS, Parking fines for violations of on street parking set forth in Chapter 22, Article VII have been set at \$10.00 for many years; and

WHEREAS, the \$10.00 fine does not serve as a effective deterrence towards parking violations; and

WHEREAS, the City Council approved increasing the fine for parking violations set forth in Chapter 22, Article VII in the City fee schedule to \$20.00 for each violation.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

22-103. Parking Fines

Parking violations of this article or Article XII of this chapter shall pay a fine of ~~ten dollars (\$10.00)~~ **twenty dollars (\$20.00)** for each violation. Fines must be paid at the Police Department.

Enacted: October 11, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item F3

#9337 - Consideration of Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: October 11, 2011

Subject: Approving Salary Ordinance No. 9337

Item #'s: F-3

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Wages for City employees are presented to the City Council for approval in the form of a salary ordinance. An ordinance is being brought forward for Council consideration to support the salary table adjustment for employees covered under the recently approved IBEW Finance, Utilities and Wastewater Treatment Labor Agreements for the 2011/2012 fiscal year. Adjustments of 1.75% for Finance and Utilities employees and 1.25% for Wastewater Treatment employees are proposed.

Discussion

The proposed salary ordinance is needed to support the three labor agreements with IBEW, Local No. 1597. The wages will go into effect as provided by law, fifteen days after publication and will be retroactive to October 10, 2011.

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

Recommendation is made to approve Salary Ordinance No. 9337.

Sample Motion

Move to approve Salary Ordinance No. 9337.

ORDINANCE NO. 9337

An ordinance to amend Ordinance 9326 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to amend the salary range of Public Works Engineer; to clarify the effective date for the position of Fleet Services Shop Foreman; to amend the salary ranges of the employees covered under the IBEW Service Clerical Finance labor agreement, the IBEW Utilities labor agreement and the IBEW Wastewater Treatment Plant labor agreement; to add shift differential to Public Safety Dispatcher and Senior Public Safety Dispatcher positions; to rename the position of GIS Specialist to GIS Coordinator;~~ and to repeal those portions of Ordinance No. 9326 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
GRAND ISLAND, NEBRASKA:

SECTION 1. The currently occupied classifications of officers and general employees of the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by Personnel Rules & Regulations) to be paid for such classifications, and the number of hours and work period which certain officers and general employees shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	21.9881/31.0033	Exempt
Accounting Technician – Solid Waste	15.2625/20.0651	40 hrs/week
Assistant to the City Administrator	21.3879/30.1079	Exempt
Assistant Utility Director – Administration	41.4936/58.4045	Exempt
Assistant Utility Director – PGS & PCC	44.9328/63.2681	Exempt

Approved as to Form ☐ _____
☐ City Attorney

ORDINANCE NO. 9337(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Attorney	27.3606/42.2161	Exempt
Biosolids Technician	17.3383/24.4065	40 hrs/week
Building Department Director	32.0513/45.6044	Exempt
Cemetery Superintendent	18.6323/26.2314	Exempt
City Administrator	54.8239/77.1429	Exempt
City Attorney	37.8815/53.3170	Exempt
City Clerk	22.8836/32.2140	Exempt
Civil Engineering Manager – Utility PCC	32.5600/46.4896	Exempt
Collection System Supervisor	21.9678/31.2271	40 hrs/week
Community Service Officer	12.3118/16.7379	40 hrs/week
Custodian – Library, Police	11.2825/15.9214	40 hrs/week
Customer Service Representative – Part time	8.1400/12.21000	40 hrs/week
Electric Distribution Superintendent	31.7969/43.5795	Exempt
Electric Distribution Supervisor	26.8518/36.8223	40 hrs/week
Electric Underground Superintendent	28.3170/38.8176	Exempt
Electrical Engineer I	25.7733/35.5718	Exempt
Electrical Engineer II	29.8941/41.2189	Exempt
Emergency Management Deputy Director	21.7338/29.7221	Exempt
Emergency Management Director	30.9320/42.2873	Exempt
Engineering Technician - WWTP	19.2002/27.1266	40 hrs/week
Equipment Operator - Solid Waste	15.3864/21.6684	40 hrs/week
Finance Director	36.3126/51.0998	Exempt
Fire Chief	34.6459/49.0944	Exempt
Fire Division Chief	28.3344/40.8994	Exempt
Fleet Services Shop Foreman	19.5462/27.2283	40 hrs/week
Golf Course Superintendent	23.2091/33.4961	Exempt
Grounds Management Crew Chief – Cemetery	17.4024/24.4899	40 hrs/week
Grounds Management Crew Chief – Parks	17.9244/25.2244	40 hrs/week
Human Resources Director	32.7736/46.6931	Exempt
Human Resources Benefits & Risk Management Coordinator	17.5519/25.7936	40 hrs/week

ORDINANCE NO. 9337(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Human Resources Recruiter	17.5519/25.7936	40 hrs/week
Human Resources Specialist	16.2210/22.8215	40 hrs/week
Information Technology Manager	29.4608/41.4516	Exempt
Legal Secretary	19.3020/25.9564	40 hrs/week
Librarian I	16.8600/23.4534	Exempt
Librarian II	18.6711/26.3024	Exempt
Library Assistant I	11.8132/16.2597	40 hrs/week
Library Assistant II	13.0138/17.9385	40 hrs/week
Library Assistant Director	21.2658/30.3114	Exempt
Library Director	28.7745/40.5034	Exempt
Library Page	7.5600/10.4599	40 hrs/week
Library Secretary	14.1331/20.0855	40 hrs/week
Maintenance Worker – Golf	14.1865/20.0066	40 hrs/week
Manager of Engineering Services	31.3695/45.0244	Exempt
Meter Reader Supervisor	17.8435/25.1290	Exempt
Office Manager – Police Department	15.4558/21.4088	40 hrs/week
Parks and Recreation Director	32.5449/45.7755	Exempt
Parks Superintendent	22.7411/32.1631	Exempt
Payroll Specialist	16.2210/22.8215	40 hrs/week
Planning Director	32.2698/45.3986	Exempt
Police Captain	27.2486/38.3293	Exempt
Police Chief	34.6459/49.0944	Exempt
Power Plant Maintenance Supervisor	28.5419/40.1479	Exempt
Power Plant Operations Supervisor	29.7110/42.7758	Exempt
Power Plant Superintendent – Burdick	32.5404/45.7903	Exempt
Power Plant Superintendent – PGS	37.5140/52.7646	Exempt
Project Manager – Public Works	28.9275/40.7000	Exempt
Public Information Officer	20.4314/28.7545	Exempt
Public Works Director	36.4524/51.2964	Exempt
Public Works Engineer	30.2000/42.5000	Exempt
Receptionist	12.6170/18.2540	40 hrs/week

ORDINANCE NO. 9337(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Recreation Coordinator	16.4835/22.9955	Exempt
Recreation Superintendent	21.2963/30.5555	Exempt
Regulatory and Environmental Manager	28.1473/39.5929	Exempt
Senior Accountant	26.7806/37.2813	Exempt
Senior Electrical Engineer	32.7126/45.1058	Exempt
Senior Public Safety Dispatcher	16.4835/22.5275	40 hrs/week
Senior Utility Secretary	14.5757/20.8130	40 hrs/week
Shooting Range Superintendent	21.2963/30.5555	Exempt
Solid Waste Division Clerk - Full Time	14.5401/19.4750	40 hrs/week
Solid Waste Division Clerk - Part Time	12.9463/17.6842	40 hrs/week
Solid Waste Foreman	16.1559/22.7331	40 hrs/week
Solid Waste Superintendent	23.3808/32.9011	Exempt
Street Superintendent	23.9113/34.8086	Exempt
Street Foreman	18.8034/26.7195	40 hrs/week
Turf Management Specialist	20.8588/29.5279	40 hrs/week
Utility Director	52.8795/75.7733	Exempt
Utility Production Engineer	33.4540/47.0808	Exempt
Utility Services Manager	27.2181/37.8815	Exempt
Utility Warehouse Supervisor	22.2019/31.0134	40 hrs/week
Victim Assistance Unit Coordinator	12.7696/17.9792	40 hrs/week
Wastewater Engineering/Operations Superintendent	26.0989/36.9251	Exempt
Wastewater Plant Chief Operator	19.2816/27.1774	40 hrs/week
Wastewater Plant Maintenance Supervisor	23.3109/31.3899	40 hrs/week
Wastewater Plant Process Supervisor	24.1656/32.5804	40 hrs/week
Water Superintendent	24.6449/34.8086	Exempt
Water Supervisor	21.2759/30.6573	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

ORDINANCE NO. 9337(Cont.)

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2 The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	14.3613/21.2743	40 hrs/week
Fleet Services Mechanic	16.3825/24.2718	40 hrs/week
Horticulturist	15.1638/22.5063	40 hrs/week
Maintenance Worker – Cemetery	14.2525/21.1310	40 hrs/week
Maintenance Worker – Parks	14.1574/21.0022	40 hrs/week
Maintenance Worker – Streets	13.8581/20.5436	40 hrs/week
Senior Equipment Operator – Streets	15.7348/23.3375	40 hrs/week
Senior Maintenance Worker – Streets	15.7348/23.3375	40 hrs/week
Traffic Signal Technician	15.7348/23.3375	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9337(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	14.4214/19.0838 <u>14.6738/19.4178</u>	40 hrs/week
Cashier	13.2364/18.0369 <u>13.4680/18.3525</u>	40 hrs/week
Custodian	15.4563/18.2518 <u>15.7268/18.5712</u>	40 hrs/week
Electric Distribution Crew Chief	28.2329/35.9069 <u>28.7270/36.5353</u>	40 hrs/week
Electric Underground Crew Chief	28.2329/35.9069 <u>28.7270/36.5353</u>	40 hrs/week
Engineering Technician I	17.7918/25.4568 <u>18.1032/25.9023</u>	40 hrs/week
Engineering Technician II	21.9942/30.1571 <u>22.3791/30.6848</u>	40 hrs/week
GIS Coordinator	22.6286/31.7526 <u>23.0246/32.3083</u>	40 hrs/week
Instrument Technician	26.5386/35.0596 <u>27.0030/35.6731</u>	40 hrs/week
Lineworker Apprentice	17.2099/25.2351 <u>17.5111/25.6767</u>	40 hrs/week
Lineworker First Class	26.0863/30.8526 <u>26.5428/31.3925</u>	40 hrs/week
Materials Handler	21.4797/28.7929 <u>21.8556/29.2968</u>	40 hrs/week
Meter Reader	15.4761/20.1811 <u>15.7469/20.5343</u>	40 hrs/week
Meter Technician	20.8076/25.7161 <u>21.1717/26.1661</u>	40 hrs/week
Power Dispatcher I	26.0574/36.2300 <u>26.5134/36.8640</u>	40 hrs/week
Power Dispatcher II	27.3685/38.0468 <u>27.8474/38.7126</u>	40 hrs/week

ORDINANCE NO. 9337(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Maintenance Mechanic	24.6660/30.7139 <u>25.0977/31.2514</u>	40 hrs/week
Power Plant Operator	29.1394/33.9424 <u>29.6493/34.5364</u>	40 hrs/week
Senior Accounting Clerk	16.2100/21.2338 <u>16.4937/21.6054</u>	40 hrs/week
Senior Engineering Technician	27.8288/34.0562 <u>28.3158/34.6522</u>	40 hrs/week
Senior Materials Handler	24.7316/32.2591 <u>25.1644/32.8236</u>	40 hrs/week
Senior Meter Reader	18.3291/21.7545 <u>18.6499/22.1352</u>	40 hrs/week
Senior Power Dispatcher	31.6593/43.4454 <u>32.2133/44.2057</u>	40 hrs/week
Senior Power Plant Operator	28.7299/36.8309 <u>29.2327/37.4754</u>	40 hrs/week
Senior Substation Technician	33.8273/35.0596 <u>34.4193/35.6731</u>	40 hrs/week
Senior Water Maintenance Worker	20.0983/26.4649 <u>20.4500/26.9280</u>	40 hrs/week
Substation Technician	31.3152/32.5583 <u>31.8632/33.1281</u>	40 hrs/week
Systems Technician	27.5975/35.0596 <u>28.0805/35.6731</u>	40 hrs/week
Tree Trim Crew Chief	24.7220/30.7011 <u>25.1546/31.2384</u>	40 hrs/week
Utility Electrician	24.7743/32.5583 <u>25.2079/33.1281</u>	40 hrs/week
Utility Technician	24.1970/34.0365 <u>24.6204/34.6321</u>	40 hrs/week
Utility Warehouse Clerk	17.8792/22.0587 <u>18.1921/22.4447</u>	40 hrs/week

ORDINANCE NO. 9337(Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Water Maintenance Worker	16.7450/23.1567 <u>17.0380/23.5619</u>	40 hrs/week
Wireworker I	18.8115/26.5994 <u>19.1407/27.0649</u>	40 hrs/week
Wireworker II	26.0863/30.8526 <u>26.5428/31.3925</u>	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	
Police Officer	17.8037/24.8884	
Police Sergeant	22.2831/30.5330	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of

ORDINANCE NO. 9337(Cont.)

eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of fifty (50) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the training and special events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the training and special events bank.

SECTION 5. The currently occupied classifications of employees of the City of Grand Island included under the IAFF labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IAFF labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	16.9624/23.5195	212 hrs/28 days
Firefighter / EMT	12.6022/18.2885	212 hrs/28 days
Firefighter / Paramedic	14.0702/19.8718	212 hrs/28 days

IAFF employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period.

ORDINANCE NO. 9337(Cont.)

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	14.3249/20.1564 <u>14.5040/20.4084</u>	40 hrs/week
Equipment Operator – WWTP	16.2630/22.8838 <u>16.4663/23.1698</u>	40 hrs/week
Maintenance Mechanic I	16.2630/22.8838 <u>16.4663/23.1698</u>	40 hrs/week
Maintenance Mechanic II	18.2093/25.6223 <u>18.4369/25.9426</u>	40 hrs/week
Maintenance Worker – WWTP	16.2630/22.8838 <u>16.4663/23.1698</u>	40 hrs/week
Senior Equipment Operator – WWTP	17.5790/24.7353 <u>17.7987/25.0445</u>	40 hrs/week
Wastewater Clerk	12.2368/17.2182 <u>12.3898/17.4334</u>	40 hrs/week
Wastewater Plant Laboratory Technician	17.2638/24.2919 <u>17.4796/24.5955</u>	40 hrs/week
Wastewater Plant Operator I	14.5453/20.4669 <u>14.7271/20.7227</u>	40 hrs/week
Wastewater Plant Operator II	16.2630/22.8838 <u>16.4663/23.1698</u>	40 hrs/week

ORDINANCE NO. 9337(Cont.)

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	15.5354/20.7381	40 hrs/week
Accounts Payable Clerk	14.7357/21.3196	40 hrs/week
Administrative Assistant	15.3277/21.9842	40 hrs/week
Audio Video Technician	15.4730/21.8284	40 hrs/week
Building Inspector	19.1389/27.1558	40 hrs/week
Building Secretary	14.4242/20.4992	40 hrs/week
Community Development Administrator	16.6985/24.0093	Exempt
Community Development Specialist	15.3277/21.9842	40 hrs/week
Computer Operator	18.6196/24.4767	40 hrs/week
Computer Programmer	21.2365/31.1227	40 hrs/week
Computer Technician	19.1782/25.2114	40 hrs/week
Electrical Inspector	19.1389/27.1558	40 hrs/week
Emergency Management Coordinator	14.4242/20.4992	40 hrs/week
Engineering Technician – Public Works	19.6892/27.7684	40 hrs/week
Evidence Technician	14.3204/20.9561	40 hrs/week
Finance Secretary	14.4242/20.4992	40 hrs/week
GIS Coordinator	21.8310/30.6333	40 hrs/week
Maintenance Worker I – Building, Library	15.0473/20.3642	40 hrs/week
Maintenance Worker II – Building, Police	15.8573/21.4961	40 hrs/week
Parks and Recreation Secretary	14.4242/20.4992	40 hrs/week
Planning Secretary	14.4242/20.4992	40 hrs/week
Planning Technician	19.7483/27.7850	40 hrs/week
Plans Examiner	19.1389/27.1558	40 hrs/week
Plumbing Inspector	19.1389/27.1558	40 hrs/week

ORDINANCE NO. 9337(Cont.)

Police Records Clerk – Full Time	12.8769/17.9239	40 hrs/week
Public Safety Dispatcher	14.5384/21.2365	40 hrs/week
Shooting Range Operator	19.9799/27.0830	40 hrs/week
Stormwater Technician	19.6892/27.7684	40 hrs/week
Utility Secretary	14.4242/20.4992	40 hrs/week

A shift differential of \$0.10 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$484.00 per year, divided into twenty-four (24) pay periods. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the IAFF or FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

ORDINANCE NO. 9337(Cont.)

Non-union employees and employees covered by the FOP labor agreement, the IBEW Utilities, Finance and Service/Clerical labor agreements may receive an annual stipend not to exceed \$1,000 for bilingual pay.

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities and IBEW – Finance labor agreements shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, 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. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, Electric Underground Superintendent, and Engineering Technician Supervisor shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreement and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department,

ORDINANCE NO. 9337(Cont.)

the City shall pay 60% of the cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$10 biweekly.

SECTION 9. Employees shall be compensated for unused medical leave as follows:

(A) All employees covered in the IBEW Utilities and IBEW Finance labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Wastewater labor agreement shall be paid 37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three hundred ninety-nine hours (calculated at $37.5\% \times 1064 \text{ hours} = 399 \text{ hours}$). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent

ORDINANCE NO. 9337(Cont.)

(40%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 433.60 hours (calculated at $40\% \times 1084 \text{ hours} = 433.60 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid forty-five (45%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred seventy-eight and eighty hundredths hours (calculated at $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$). All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred five hours (calculated at $37.5\% \times 1,080 \text{ hours} = 405 \text{ hrs.}$), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed five hundred forty hours ($50\% \times 1,080 \text{ hours} = 540 \text{ hrs.}$), based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be

ORDINANCE NO. 9337(Cont.)

based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical labor agreement shall have a contribution made on their behalf to the VEBA account of \$15 per pay period.

SECTION 11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 12. The ~~position of Fleet Services Shop Foreman~~adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law retroactive to ~~September~~ 25 October 10, 2011. ~~The remaining adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 10, 2011.~~

SECTION 13. Those portions of Ordinance No. 9326 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: October 11, 2011.

ORDINANCE NO. 9337(Cont.)

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item F4

**#9335 - Consideration of City Council's Approval of All Individual
City Negotiators**

Staff Contact: Councilman Larry Carney

Council Agenda Memo

From: Larry Carney, Council Member

Meeting: October 11, 2011

Subject: Consideration of City Council's Approval of All Individual City Negotiators

Item #'s: F-4

Presenter(s): Robert Sivick, City Attorney

Background

On September 27, 2011 the City Council passed Ordinance No. 9335 which mandated Council prior approval of any person designated to negotiate labor contracts on behalf of the City. After debate and discussion Ordinance No. 9335 passed by a Council vote of six in favor and three opposed. The six yes votes constituted a majority of Council members in favor, and Ordinance No. 9335 was approved. The Mayor subsequently vetoed the passage of Ordinance No. 9335 under the authority of §2-16 City Code.

Discussion

Mr. Carney believes it to be in the City's best interest to require the City Council to approve all City negotiators prior to commencement of labor negotiations on behalf of the City. In order to override the Mayor's veto, City Code requires a two-thirds vote of all members elected to the Council.

Alternatives

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

1. Motion to override the veto.
2. Take no action on the issue

Recommendation

Mr. Carney recommends that the Council override the Mayor's veto and allow Ordinance No. 9335 to stand as originally approved by Council on September 27, 2011.

Sample Motion

Motion to override the Mayor's veto of Ordinance No. 9335 and allow Ordinance No. 9335 to stand as originally approved by Council on September 27, 2011.

COVER LETTER

Re: Override of the September 27, 2011 Veto of Ordinance No. 9335; to appear on the October 11, 2011 Meeting Agenda.

To: The Grand Island, NE City Clerk

This cover letter is to request that the item F-4 appear on the October 11, 2011 Council Meeting Agenda. Also, it should be noted that I am following the recommendations of the Grand Island City Attorney as stated in his opinion. This request also complies with the Grand Island City Code, Chapter 02, 2-6.

Respectfully,

Larry Carney

Council Member

RESOLUTION 2009-59

WHEREAS, The following Regular Meeting Agenda Timetable and Study Session Agenda Timetable provide a sequential description of Agenda related actions; and

WHEREAS, The following shall be the timetable to be adhered to by Electeds, City Department Directors, and staff relative to the preparation of the Agenda and related materials for meetings of the City Council.

<u>DAY</u>	<u>TIME</u>	<u>ACTIVITY</u>
Monday	5:00 p.m.	Deadline for submission of Agenda item requests by those other than staff to City Clerk.
Tuesday	5:00 p.m.	Deadline for submission of Agenda items requests by elected officials. a written request shall include topic title, meeting date requested, and shall be accompanied by any supporting material.
Wednesday	8:30 a.m.	Department Director meeting, including review of draft Agenda and discussion of additional items. Final submission of all Agenda items by staff. Unforeseen or emergency items may be added at the discretion of administration.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island abides to this timeline.

Adopted by the City Council of the City of Grand Island, Nebraska, March 10, 2009.


Margaret Hornady, Mayor

Attest:


RaNae Edwards, City Clerk

Approved as to Form	
March 9, 2009	City Attorney

§2-6. Agenda For Meetings

All matters for consideration at any regular meeting or study session of the city council shall be submitted in writing and filed in the office of the city clerk pursuant to the timetable established by resolution. All matters for consideration at any special meeting of the city council shall be submitted in writing and filed in the office of the city clerk at least twenty-four hours prior to the time set for such special meeting. The city clerk shall place upon the agenda of any regular, special, or study session meeting only those matters which have been directed by one council member, or authorized by the mayor or the city administrator.

RaNae Edwards

From: Larry Carney [larry.carney@gmail.com]
Sent: Thursday, October 06, 2011 11:51 AM
To: RaNae Edwards
Subject: Agenda Cover Letter Ordinance 9335
Attachments: Agenda Cover Letter Ordinance 9335.docx

Here is my request letter. Hope it is OK.

Regards,

Larry Carney

RaNae Edwards

From: Larry Carney [larry.carney@gmail.com]
Sent: Thursday, October 06, 2011 11:51 AM
To: RaNae Edwards
Subject: Corrected Agenda Memo about Ordinance 9335
Attachments: Corrected Agenda Memo about Ordinance 9335.doc

RaNae,
Here is my corrected Agenda Memo. This should do it.
Regards,
Larry Carney

OPINION OF THE GRAND ISLAND CITY ATTORNEY (2011-18)

TO: Randy Gard, Grand Island City Council
Larry Carney, Grand Island City Council
Mary Lou Brown, Grand Island City Administrator
FROM: Robert J. Sivick, Grand Island City Attorney
RE: Veto Override Procedure
DATE: October 4, 2011

Grand Island City Code §2-40 states in part, "[t]he city attorney shall be the legal advisor of the council and city officers. In addition, Neb. Rev. Stat. §16-319 contains the same language. I have been asked to offer an opinion as to how the Grand Island City Council may override a mayoral veto. This document constitutes my opinion.

I. BACKGROUND

Mayoral vetoes are rare in Grand Island City government and veto overrides appear to be rarer. On September 27, 2011 the Council passed Ordinance 9335 which mandated Council approval of any persons designated to negotiate labor contracts on behalf of the City. After debate and discussion the matter passed by a vote of 6-3. The Mayor then immediately vetoed the ordinance. Overriding the veto was briefly discussed but no motion to do so was made and no vote taken at the September 27th meeting.

II. LEGAL ISSUES

Grand Island City Code §2-16 and Neb. Rev. Stat. §16-313 constitute the entirety of law regarding mayoral vetoes and overriding them. Both the City ordinance and State statute state,

The mayor shall have the power to approve or veto any ordinance passed by the city council, and to approve or veto any order, bylaw, resolution, award of, or vote to enter into any contract, or the allowance of any claim; provided, any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim vetoed by the mayor may be passed over such veto by a vote of two thirds of all the members elected to the council, notwithstanding such veto. If the mayor neglects or refuses to sign any ordinance, order, bylaw, resolution, award, or vote to enter into any contract, or the allowance of any claim, and returns the same with objections in writing to the next regular meeting of the council, the

same shall become a law without the mayor's signature. The mayor may veto any item or items of any appropriation bill, and approve the remainder thereof. An item or items so vetoed may be passed by the council over the veto as in other cases.

The ordinance and statute require a two thirds vote of the elected, not present, members of the Council to override a veto. The Council consists of ten elected members so a two thirds vote would consist of seven. The ordinance and statute are silent with regard to a timetable for overriding a veto. However, such action would have to be carried out in a timely fashion. For guidance as to what is timely, I refer you to the portions of the ordinance and statute which state if the Mayor fails to sign any ordinance, resolution, etc. by the next regular meeting after it was passed it becomes law without his signature. Accordingly, I believe the same standard of timeliness would apply to overriding a veto. The next regular meeting would exclude study sessions as Code §2-4 states, "[n]o motion, action, or vote of any kind shall be taken on any matter during a Study Session, except upon a motion to recess or to adjourn." The next meeting when the Council may take action to override the veto would be the meeting scheduled on October 11, 2011. I believe an agenda item for such action would be necessary to insure compliance with Neb. Rev. Stat. §84-1411(1). I believe if action is not taken at the October 11th meeting, any motion to override dies for lack of a second, or the motion to override fails, any subsequent attempts to override the veto would be prohibited as improper and/or untimely.

If you need any additional information do not hesitate to contact me.

ORDINANCE NO. 9335

WHEREAS, pursuant to Neb Rev. Stat. §16-201, the City has authority, by Ordinance to make all rules and regulations, not inconsistent with state laws; and

WHEREAS, an ordinance to require the City Council's approval of all individual City negotiators prior to entering into labor contract negotiations, on behalf of the City, with any individual or union; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA:

SECTION 1. The Mayor and Council hereby find and determine: that it is in the City's best interest to require the City Council to approve all City negotiators prior to labor negotiations on behalf of the City.

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication in one issue of the Grand Island Independent, within fifteen days as provided by law.

Enacted: October 11, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 10, 2011	☐ City Attorney



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G1

Approving Minutes of September 27, 2011 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

September 27, 2011

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on September 27, 2011. Notice of the meeting was given in *The Grand Island Independent* on September 21, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Randy Gard, and John Gericke. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, and Public Works Director John Collins.

INVOCATION was given by Councilmember Peg Gilbert followed by the PLEDGE OF ALLEGIANCE.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Michael Hollman and Stephanie Chandler. Mayor commented on the Hero's Climb and plaque received. Congratulations were given to the entire community for the Hero Flights. Mentioned was Harvest of Harmony Parade this Saturday.

City Administrator Mary Lou Brown announced that the Quiet Zone project was moving forward. Councilmember Gilbert commented on the Christian School open house and the thanks extended to the City Council for improvements at the Five Points area.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Dale Hilderbrand, Police Sergeant with the Grand Island Police Department for 20 Years of Service with the City of Grand Island. Mayor Vavricek and the City Council recognized Sergeant Dale Hilderbrand for 20 years of service with the Grand Island Police Department. Police Chief Lamken commented on Sgt. Hilderbrand's service with the department and introduced Sgt. Hilderbrand.

Recognition of Fred Schritt for Donation for New Police Service Dog. Mayor Vavricek and the City Council recognized Fred Schritt for his \$5,000 donation to the Police Department to purchase a new K-9 police service dog "Noa". Police Chief Lamken explained the process of purchasing Noa. Officer Ryan Rathbun, handler and Noa along with Mr. Schritt were present for the recognition.

Recognition of Bud Jeffries for Service on the Hall County Board of Supervisors. This item was postponed to the October 11, 2011 City Council meeting.

Recognition of the Edgar and Frances Reynolds Foundation for Donation of the Flooring at the Fieldhouse. Mayor Vavricek and the City Council recognized the Edgar and Frances Reynolds Foundation for their \$35,000 donation to purchase the floor covering at the Community

Fieldhouse. Parks and Recreation Director Steve Paustian commented on the donation. Fred Glade and Kathy Huwaldt were present for the recognition.

Recognition of the Fred and Amanda Glade Foundation for Donation of the Indoor Playground Equipment at the Fieldhouse. Mayor Vavricek and the City Council recognized the \$15,000 donation to purchase the indoor playground equipment at the Community Fieldhouse. Fred Glade and Kathy Huwaldt were present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement located at 502 East Capital Avenue (Iglesia De Dios Eben-Ezer). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 502 East Capital Avenue was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of locating new electrical service for the primary cable, conduit, and pad-mounted transformer. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 2627 W. Highway 30 - Floor to Ceiling Store (Jim & Donna Narber). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2627 W. Highway 30 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of locating a new high voltage cable, conduit, and pad-mounted transformer. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 3405 South Blaine Street (Kurt & Shirley McCallum). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3405 South Blaine Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers for the purpose of locating primary electric cable, conduit, and a pad-mounted single phase transformer. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Properties Located North and West of US Hwy 281 and South of Airport Road from AG2 – Secondary Agricultural to B2 – General Business. Regional Planning Director Chad Nabity reported that this request was submitted by Luke Olson to rezone properties located north and west of US Highway 281 and south of Airport Road from AG2 Secondary Agriculture to B2 General Business. This would allow Mr. Olson to provide Ag Services from this location consisting of seed sales and insurance. This would not be a high traffic business and no fertilizer would be at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation for Property Located South of Airport Road/U.S. Highway 281 and the West Side of Broadwell Avenue North of the Burlington Northern Santa Fe Tracks Including Eagle Scout Park and the Veterans Field being Platted as Olson Subdivision (Area 3a). This item was pulled from the agenda.

Public Hearing on Annexation of Property Located North of Bismark Road on the East Side of Stuhr Road (Annexation Area 6). This item was pulled from the agenda.

Public Hearing on Annexation of Property Located North of U.S. Highway 34 on the East Side of South Locust Street (Annexation Area 7). This item was pulled from the agenda.

Public Hearing on Annexation of Property Located North of Husker Highway to the West Side of U.S. Highway 281 and Prairieview Street (Annexation Area 12). This item was pulled from the agenda.

Public Hearing on Annexation of Property Located South of Old Potash Highway on the West Side of North Road (annexation Area 13). This item was pulled from the agenda.

Public Hearing on Annexation of Property Located South of 13th Street on the East and West Side of North Road and North of Faidley Avenue (Annexation Area 14). This item was pulled from the agenda.

Public Hearing on Annexation of Olson Subdivision Located South of Airport Road and North and West of U.S. Highway 281. Regional Planning Director Chad Nabity reported that all property subdivided adjacent to the Corporate Limit of the City of Grand Island had to be annexed into the City at the time of the subdivision approval. Phil and Linda Mader, owners, had submitted the property of Olson Subdivision as an addition to the City of Grand Island. Mr. Nabity stated the next step was for Council to hold a public hearing and consider approval of the ordinances to annex the property. Annexation ordinances were to be read at three separate meetings. Staff recommended approval. No public testimony was heard.

Public Hearing on Annual Report by the Citizens' Review Committee on the Economic Development Program Plan. City Administrator Mary Lou Brown introduced Mark Stelk who gave the CRC report. Marlan Ferguson, President of the Economic Development Corporation gave a PowerPoint presentation of the annual report. Staff recommended approval. Ray Saunders, General Manager of Standard Iron spoke in support. No further public testimony was heard.

ORDINANCES:

The following Ordinances were pulled from the agenda:

#9328 – Consideration of Annexation for Property Located South of Airport Road/U.S. Highway 281 and the West Side of Broadwell Avenue North of the Burlington Northern Santa Fe Tracks Including Eagle Scout Park and Veterans Field (Annexation Area 3a) (First Reading)

#9329 – Consideration of Annexation of Property Located North of Bismark Road on the East Side of Stuhr Road (Annexation Area 6) (First Reading)

#9330 – Consideration of Annexation of Property Located North of U.S. Highway 34 on the East Side of South Locust Street (Annexation Area 7) (First Reading)

#9331 – Consideration of Annexation of Property Located North of Husker Highway to the West Side of U.S. Highway 281 and Prairieview Street (Annexation Area 12) (First Reading)

#9332 – Consideration of Annexation of Property Located south of Old Potash Highway on the West Side of North Road (Annexation Area 13) (First Reading)

#9333 – Consideration of Annexation of Property Located South of 13th Street on the East and West Side of North Road and North of Faidley Avenue (Annexation Area 14) (First Reading)

Councilmember Gilbert moved “that the statutory rules requiring ordinances to be read by title on three different days are suspended and that ordinances numbered:

#9327 – Consideration of Request to Rezone Properties Located North and West of U.S. Hwy 281 and South of Airport Road from AG2 – Secondary Agricultural to B2 – General Business

#9335 – Consideration of City Council’s Approval of all Individual City Negotiators

be considered for passage on the same day upon reading by number only and that the City Clerk be permitted to call out the number of these ordinances on second reading and then upon final passage and call for a roll call vote on each reading and then upon final passage.” Councilmember Nickerson second the motion. Upon roll call vote, all voted aye. Motion adopted.

#9327 – Consideration of Request to Rezone Properties Located North and West of U.S. Hwy 281 and South of Airport Road from AG2 – Secondary Agricultural to B2 – General Business

Regional Planning Director Chad Nabity reported this item related to the aforementioned Public Hearing.

Motion by Dugan, second by Gilbert to approve Ordinance #9334.

City Clerk: Ordinance #9327 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9327 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9327 is declared to be lawfully adopted upon publication as required by law.

#9335 – Consideration of City Council’s Approval of all Individual City Negotiators

Councilmember Larry Carney reported that Ordinance #9335 intent was to involve the City Council in the negotiation process. Reasons mentioned were transparency, credibility to the process, and responsibility by the Council to represent the best interest of the citizens of Grand Island.

Motion by Carney, second by Niemann to approve Ordinance #9335.

Lewis Kent, 624 Meves Avenue commented on the responsibility of the Council.

Discussion was held regarding the selection process of negotiators and possible delay in negotiations due to the selection process and Council approval. Comments were made concerning Council having the final vote on contracts. Mentioned was more information was given to Council this year due to the numerous closed sessions held.

Human Resources Director Brenda Sutherland commented on the negotiation representatives for the City which were written in the job descriptions of the Human Resources Director, City Attorney, and Finance Director. Explained was the hiring of a private negotiator to help with union negotiations for the Fire and Police due to not having a City Attorney and Finance Director at the time and all seven union contracts expiring this year.

City Clerk: Ordinance #9335 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmember's Carney, Niemann, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember's Ramsey, Gilbert, and Nickerson voted no. Motion adopted.

City Clerk: Ordinance #9335 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmember's Carney, Niemann, Donaldson, Dugan, Gard, and Gericke voted aye. Councilmember's Ramsey, Gilbert, and Nickerson voted no. Motion adopted.

Mayor Vavricek spoke against the motion to approve Ordinance #9335 explaining the current negotiation process was working well. Mayor Vavricek exercised his right to veto Ordinance #9335.

Discussion was held regarding overriding the veto. City Attorney Robert Sivick stated it would take 7 votes by Council to override the veto and there was no time frame specified in City Code as to when the Council could do that.

#9334 – Consideration of Annexation of Olson Subdivision Located south of Airport Road and North and West of U.S. Highway 281 (First Reading)

Regional Planning Director Chad Nabity reported this item related to the aforementioned Public Hearing.

Motion by Gilbert, second by Gard to approve Ordinance #9334 on first reading. Upon roll call vote all voted aye. Motion adopted.

CONSENT AGENDA: Consent agenda item G-14 was removed for further discussion. Motion by Ramsey, second by Donaldson to approve the Consent Agenda excluding item G-14. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 13, 2011 City Council Regular Meeting.

Approving Appointment of Eric D. Edwards to the Business Improvement District #8 Board.

Approving Re-Appointment of Tom Gdowski to the Community Redevelopment Authority Board.

Approving Re-Appointment of Bob Loewenstein to the Animal Advisory Board.

Approving Garbage Permits for Clark Brothers Sanitation, He3artland Disposal, Mid-Nebraska Disposal, Inc. and Refuse Permits for Full Circle, Inc. and O'Neill Transportation and Equipment.

#2011-259 – Approving Final Plat and Subdivision Agreement for Bosselville Third Subdivision. It was noted that Bosselman Incorporated, owner had submitted the Final Plat and Subdivision Agreement for Bosselville Third Subdivision for the purpose of creating 2 lots on property located north of Interstate 80 and west of US Hwy 281 in the two mile extraterritorial jurisdiction containing 34/12 acres.

#2011-260 – Approving Acquisition of Utility Easement located at 502 East Capital Avenue (Iglesia De Dios Eben-Ezer).

#2011-261 – Approving Acquisition of Utility Easement located at 2627 W. Highway 30 – Floor to Ceiling Store (Jim & Donna Narber).

#2011-262 – Approving Acquisition of Utility Easement located at 3405 South Blaine Street (Kurt & Shirley McCallum).

#2011-263 – Approving Bid Award for Pipe Painting and Insulation at Platte Generation Station with O'Neill Transportation and Equipment, LLC of Grand Island, Nebraska in an Amount of \$50,655.00.

#2011-264 – Approving Support of Nebraska Challenge to EPA Cross State Air Pollution Rule.

#2011-265 – Approving Certificate of Final Completion with Diamond Engineering Co. of Grand Island, Nebraska and Setting November 8, 2011 Date for Board of Equalization for Water Main District 456T – Engleman Road – 13th Street.

#2011-266 – Approving Certificate of Final Completion with Diamond Engineering Co. of Grand Island, Nebraska for Water Main Project 2011-W-1 – 7th Street between Elm and Clark Streets, and Clark Street from 7th to 9th Street.

#2011-268 – Approving Agreement for Funding with the Crisis Center, Inc. in an Amount of \$4,800.00.

#2011-269 – Approving Agreement for Funding with the Grand Island Area Council for International Visitors in an Amount of \$400.00.

#2011-270 – Approving Agreement for Funding with the Grand Island Hall County Convention & Visitors Bureau in an Amount of \$4,000.00.

#2011-271 – Approving Agreement for Funding with Izaak Walton Kids Fishing Derby in an Amount of \$800.00.

#2011-272 – Approving Agreement for Funding with Hope Harbor in an Amount of \$1,800.00.

#2011-273 – Approving Agreement for Funding with the Grand Island Multicultural Coalition in an Amount of \$4,000.00.

#2011-274 – Approving Agreement for Funding with Senior Citizens Industries, Inc. in an Amount of \$6,000.00.

#2011-275 – Approving Agreement for Funding with the Clean Community System in an Amount of \$20,000.00.

#2011-276 – Approving Concrete Ditch Liner and Headwall East of Harrison Street with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$23,261.00.

#2011-277 – Approving Continuation of Sanitary Sewer District No. 528, Wildwood Subdivision.

#2011-278 – Approving Agreement for Engineering Consulting Services Related to Grand Island Resurfacing – Various Locations with Olsson Associates of Omaha, Nebraska.

#2011-279 – Approving Agreement for Engineering Consulting Services Related to 3rd Street and Wheeler Avenue Historical Lighting with Olsson Associates of Omaha, Nebraska.

#2011-280 – Approving Bid Award for Sugar Beet Ditch Piping at Suck's Lake; Drainage Project No. 2011-D-3 with Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$69,664.40.

#2011-281 – Approving Bid Award in Concrete for Sludge Storage Building Project No. 2011-WWTP-4 for Wastewater Division of the City of Grand Island with L & L Concrete & Construction, Inc. of Grand Island in an amount of \$160,843.99.

#2011-282 – Approving Agreement with Olsson Associates of Grand Island, Nebraska for an Update to the Groundwater Study.

#2011-283 – Approving Agreement for Engineering Consulting Services Related to capital Avenue Widening – Webb Road to Broadwell Avenue with Olsson Associates of Omaha, Nebraska.

#2011-284 – Approving Annual Report by the Citizens' Review Committee on the Economic Development Program Plan.

#2011-285 – Approving Continuation of Water Main District #457 – Pioneer Blvd. – Ordinance #9300.

#2011-286 – Approving Continuation of Water Main District #459 – Park Drive – Ordinance #9301.

#2011-287 – Approving Continuation of Water Main District #460 – Grand Avenue, Riverview Drive, and August Street – Ordinance #9302.

#2011-288 – Approving Continuation of Water Main District #461 – Hagge Avenue – Ordinance #9303.

#2011-289 – Approving Continuation of Water Main District #464 – Antelope Drive – Ordinance #9306.

#2011-290 – Approving Continuation of water Main District #465 – Elk & Cougar Drives – Ordinance #9307.

#2011-291 – Approving Repeal of Water Main District #462 – Chochin Street – Ordinance #9304.

#2011-292 – Approving Repeal of Water Main District #463 – Bantam & Brahma Streets – Ordinance #9305.

#2011-293 – Approving Maintenance Consent Letter for Public Road Crossing with Union Pacific Railroad Company at the Oak Street and Pine Street Crossings.

#2011-267 – Approving Four Railroad Crossing Agreements with BNSF Railroad (East Stolley Park, Mile Post 92.3, Mile Post 92.56, and Shady Bend Crossings). Utilities Director Tim Luchsinger explained the crossing agreements with Burlington Northern Santa Fe. Discussion was held regarding the benefit to the City and the costs. Mr. Luchsinger stated these were only for the electrical utilities and that more agreements would come before the Council for water and sewer.

Motion by Gilbert, second by Dugan to approve Resolution #2011-267. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2011-294 – Consideration of Approving Funding of Economic Development Request. This item related to the aforementioned Public Hearing. Comments were made concerning the rise in medium average income in Grand Island. Questioned was the drop in EDC funds used for recruitment and promotional events. Mr. Ferguson explained more funds in the last couple of years were being used to purchases land.

Motion by Nickerson, second by Gilbert to approve Resolution #2011-294. Upon roll call vote, all voted aye. Motion adopted.

#2011-295 – Consideration of Approving Jaye Monter as Interim Finance Director. Mayor Vavricek submitted the appointment of Jaye Monter as Interim Finance Director.

Lewis Kent, 624 Meves Avenue spoke in opposition. City Administrator Mary Lou Brown clarified and answered questions from Mr. Kent concerning no qualified applicants at the time

the Finance Director's position was advertised. Jaye Monter was present and thanked the Council for the appointment.

Motion by Carney, second by Niemann to approve Resolution #2011-295. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Dugan, second by Gilbert to approve the Claims for the period of September 13, 2011 through September 27, 2011, for a total amount of \$4,858,066.72. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Ramsey to adjourn to Executive Session at 9:15 p.m. for the purpose of union negotiation updates with IBEW – (Utilities, Finance, and Wastewater); annual job performance review of City Administrator Mary Lou Brown, and discussion concerning possible litigation. Upon roll call vote, all voted aye. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Gard, second by Dugan to return to Regular Session at 10:45 p.m. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 10:45 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G2

Approving Minutes of October 4, 2011 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

October 4, 2011

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 4, 2011. Notice of the meeting was given in the *Grand Island Independent* on September 28, 2011.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmember's were present: Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, and John Gericke. Councilmember's Chuck Haase, Larry Carney, Scott Dugan, and Randy Gard were absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Bob Sivick, and Interim Finance Director Jaye Monter.

PLEDGE OF ALLEGIANCE was said.

MAYOR COMMUNICATION: Mayor Vavricek introduced Community Youth Council members Tori Katzberg and Jackson Buck and thanked them for being at the meeting. Mayor thanked all the people involved in the Harvest of Harmony Parade. Comments were made concerning five International visitors from Tajikitsan and seven visitors from Latin America visiting this week. Mentioned was correspondence received by the Mayor and an upcoming Knickrehm School reading event. Mayor thanked City Administrator Mary Lou Brown for her leadership during budget meetings and Human Resources Director Brenda Sutherland for her work on union negotiations. Mayor thanked the Grand Island Independent for supporting the Mayor in vetoing Ordinance #9355. Explained were his reasons for vetoing the vote. Mentioned was that the veto procedure was allowed under City Code and had not been used much in the past.

OTHER ITEMS:

Granicus Presentation

Pat Larsen, GIS Coordinator presented a Granicus demonstration outlining the benefits of this program on the web-site. Live streaming was shown and the benefits for people anywhere in the world with connection to the internet to watch. Also presented was how to access, navigate, and search the many online streaming programming available to the public. Pictometry aerial photos, which was a joint effort with Hall County, was included in the demonstration.

Discussion of Agreement for Professional Engineering Services Entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

Terry Brown, Public Works Manager of Engineering Services provided background on the need of the rehabilitation and the contractual process for the Wastewater Treatment Plan and Collection System.

Presented were the following initial engineering contract CIP components:

Northeast Interceptor	\$15.70M
Collection System Rehabilitation	
4 th – 5 th Streets & Eddy-Vine	\$ 1.10M
South Interceptor	\$ 2.98M
West Interceptor	\$ 0.91M
Wastewater Treatment Plant	<u>\$ 9.22M</u>
	\$29.91M

Interceptor lines were explained as large diameter lines which collected large amounts of waste and takes it directly to the Wastewater Treatment Plant.

Derek Cambridge, Project Director with Black & Veatch presented the three critical need areas: Collection System Rehabilitation; Collection System Planning and Improvements; and Wastewater Treatment Plant Rehabilitation. Reviewed were maps of the sanitary sewer main interceptors and pictures of the lines showing the wear and need for replacement.

Mayor asked CYC students Tori Katzburg and Jackson Buck what would happen if the interceptor lines collapsed. Ms. Katzburg answer it would get a little messy.

Kevin Meador, Project Manager with Black & Veatch presented the following Project Components:

- Planning Study
 - * Collection System Model
 - * Northeast Interceptor Corridor Study
- Collection System Rehabilitation
 - * Northeast Interceptor (7th to WWTP)
 - * 4th – 5th Streets & Eddy – Vine Streets
 - * South & West Interceptor
- WWTP Rehabilitation
 - * Influent Pumping & Screening
 - * Flow Measurement
 - * Grit Removal

Comments were made concerning public awareness and impact to the citizens.

The following Project Phasing was explained:

- Phase 1
 - * Planning Studies
 - * Conceptual Design

- * Preliminary Design
- Phase 2
 - * Preliminary Design
 - * Final Design
 - * Bidding
- Phase 3
 - * Construction

Mr. Meador reviewed the project schedule with Phase 1 – Planning being completed in 2012.

Mr. Brown stated the cost for Phase 1 was as follows:

• Project Management	\$103,360
• Initial Planning Studies	\$407,000
Conceptual & Preliminary Design	
• 4 th – 5 th & Eddy to Vine	\$166,040
West & South Interceptors	
• WWTP	\$274,800
• Northeast Interceptor	<u>\$169,960</u>
	\$1,121,160

Amendments to the contract would be brought to Council in the spring of 2012. Discussion was held regarding conducting this design in-house. Mr. Brown stated this would take approximately 40 engineers and 6,000 hours of time to design. City Administrator Brown answered questions concerning borrowing (bonding) money now with lower interest rates to pay for this project. This was a multiple year project and there was no need to borrow money until it was needed. Mentioned was that within the budget of the Public Works Department there was money built in if there was failure to the system.

Discussion was held regarding building a new plant to the west part of town. Mr. Brown stated at one time there was a small plant at the CAAP land. Several locations had been looked at over the years. The cost of a new plant would be cost prohibitive. Comments were made that gravity flow was the way to go.

Mentioned was that the existing interceptor lines were in current easements and a re-route or new route would require property/easement acquisition.

ADJOURNMENT: The meeting was adjourned at 8:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G3

Approving Appointment of Dennis McCarty to the Regional Planning Commission Board

The Mayor has submitted the appointment of Dennis McCarty to replace Ray Aguilar on the Regional Planning Commission Board. This appointment would become effective immediately upon approval by the City Council and would expire on October 31, 2014.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G4

Approving Appointment of James Phipps to the Citizens' Review Committee Board

The Mayor has submitted the appointment of James Phipps to replace Ed Armstrong on the Citizens' Review Committee Board. This appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2013.

Approval is recommended.

Staff Contact: Mayor Vavricek



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G5

#2011-296 - Approving City Council Meeting Schedule for 2012

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 11, 2011
Subject: City Council Meeting Schedule for 2012
Item #'s: G-5
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

Discussion

The City Clerk has prepared the proposed 2012 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 10, 2012. See attached proposed meeting dates.

Alternatives

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

1. Move to approve the 2012 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2012 meeting schedule to meet the wishes of the Council
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the proposed 2012 City Council meeting schedule.

Sample Motion

Move to approve the 2012 City Council meeting schedule as proposed.

PROPOSED

2012

CITY COUNCIL MEETING DATES

January 10, 2012

January 24, 2012

February 14, 2012

February 28, 2012

March 13, 2012

March 27, 2012

April 10, 2012

April 24, 2012

May 8, 2012

May 22, 2012

June 12, 2012

June 26, 2012

July 10, 2012

July 24, 2012

August 14, 2012

August 28, 2012

September 11, 2012

September 25, 2012

October 9, 2012

October 23, 2012

November 13, 2012

November 27, 2012

December 4, 2012

December 18, 2012

RESOLUTION 2011-296

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

2012 City Council Meetings:

January 10, 2012
January 24, 2012
February 14, 2012
February 28, 2012
March 13, 2012
March 27, 2012
April 10, 2012
April 24, 2012
May 8, 2012
May 22, 2012
June 12, 2012
June 26, 2012

July 10, 2012
July 24, 2012
August 14, 2012
August 28, 2012
September 11, 2012
September 25, 2012
October 9, 2012
October 23, 2012
November 13, 2012
November 27, 2012
December 4, 2012
December 18, 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



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G6

**#2011-297 - Approving Acquisition of Utility Easement - 2900 West
US Highway 34 - Niedfelt**

This item relates to the aforementioned Public Hearing item E-1.

Staff Contact: Tim Luchsinger

RESOLUTION 2011-297

WHEREAS, a public utility easement is required by the City of Grand Island, from Doralene Niedfelt, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 11, 2011, for the purpose of discussing the proposed acquisition of a 10' wide easement west of the following described line, located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northeast corner of Lot Four (4), Lake Heritage Second Subdivision; thence southerly along an easterly line of said Lot Four (4) on an assumed bearing S00°04'48"E, a distance of fifty (50.0) feet to a corner of said Lot Four (4); thence N89°55'12"E, along a northerly line of said Lot Four (4), a distance of eighty (80.0) feet to the ACTUAL Point of Beginning; thence southerly along an easterly line of said Lot Four (4), S00°04'48"E, a distance of one hundred ninety five (195.0) feet.

The above-described easement and right-of-way containing a total of 0.045 acres, more or less, as shown on the plat dated 9/12/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Doralene Niedfelt, on the above-described tract of land.

- - -

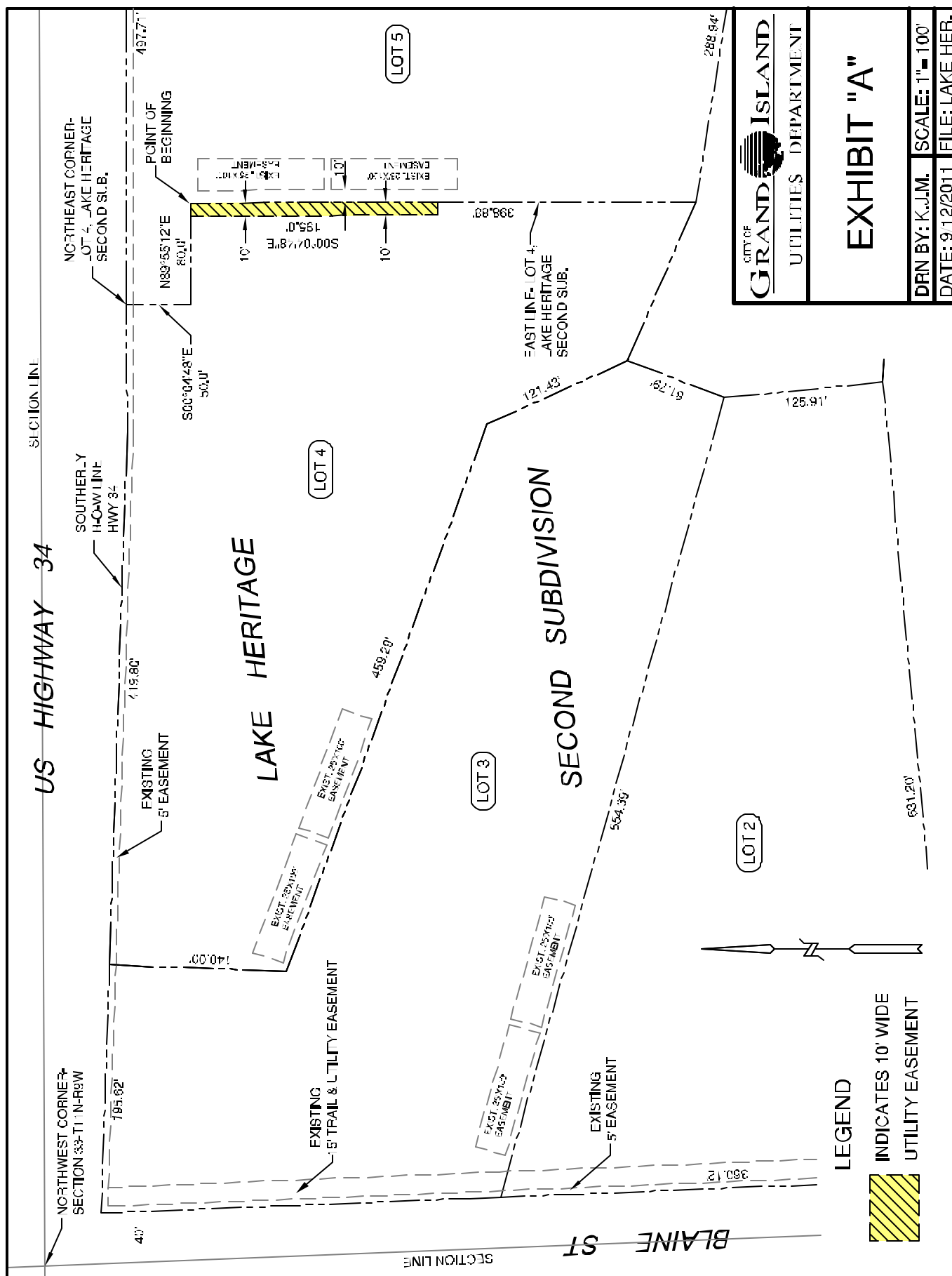
Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
October 5, 2011	<input type="checkbox"/> City Attorney





City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G7

**#2011-298 - Approving Acquisition of Utility Easement - 4124
North Webb Road - Leonard & Marlene Mader**

This item relates to the aforementioned Public Hearing item E-2.

Staff Contact: Tim Luchsinger

RESOLUTION 2011-298

WHEREAS, a public utility easement is required by the City of Grand Island, from Leonard and Marlene Mader, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 11, 2011, for the purpose of discussing the proposed acquisition of an easement located in Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter (SE1/4) of Section Twenty Five (25), Township Twelve (12) North, Range Ten (10) West; thence running northerly along the easterly line of the said Southeast Quarter (SE1/4), on an assumed bearing of N0°45'57"W, a distance of eight hundred seventy seven and seventy five hundredths (877.75) feet; thence S89°14'03"W, a distance of thirty three (33.0) feet, to a point on the westerly right-of-way line of Webb Road being the ACTUAL Point of Beginning; thence S72°08'11"W, a distance of one hundred eleven and eleven hundredths (111.11) feet; thence S88°08'06"W, a distance of two hundred fifty (250.0) feet. The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of the Grantor's property.

The above-described easement and right-of-way containing a total of 0.166 acres, more or less, as shown on the plat dated 9/13/2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Leonard and Marlene Mader, on the above-described tract of land.

- - -

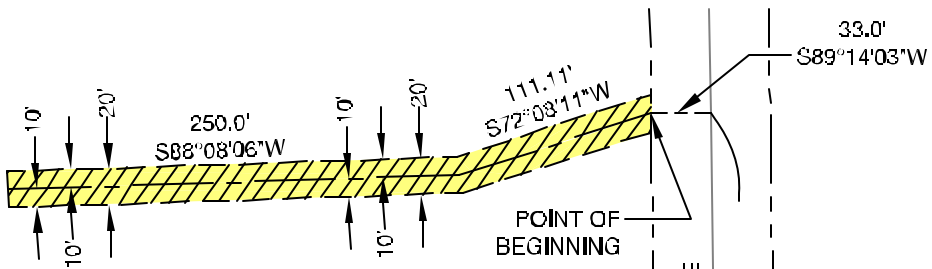
Adopted by the City Council of the City of Grand Island, Nebraska, October 11, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 5, 2011	☐ City Attorney



PART OF
SE 1/4,
SECTION
25-T12N-R10W

PART OF
FRACTIONAL
SECTION
30-T12N-R9W

WESTERLY R-O-W LINE-
WEBB ROAD

ASTERLY LINE
SE 1/4
SEC. 25-T12N-R9W

HERMAN'S
SUB.

LOT 1

ROAD

WEBB

877.75'
N0°45'57\"W (ASSUMED)

SE CORNER
SE 1/4
SEC. 25-T12N-R10W

ABBOTT

SECTION LINE

ROAD

208.65'

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.

SCALE: 1" = 100'

DATE: 9/13/2011

FILE: SX 25.12.10



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G8

**#2011-299 - Approving Acquisition of Utility Easement - 2300 West
US Highway 34 - Mayhew**

This item relates to the aforementioned Public Hearing item E-3.

Staff Contact: Tim Luchsinger

RESOLUTION 2011-299

WHEREAS, a public utility easement is required by the City of Grand Island, from Lynn M. and Amy L. Mayhew, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on October 11, 2011, for the purpose of discussing the proposed acquisition of an easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the northwest corner of Lot Five (5), Lake Heritage Second Subdivision; thence N89°55'12"E along the northerly line of said Lot Five (5), a distance of thirty five and fifty three hundredths (35.53) feet to the ACTUAL Point of Beginning; thence continuing N89°55'12"E along the northerly line of said Lot Five (5), a distance of twenty three and eighty seven hundredths (23.87) feet; thence S33°09'11"E, a distance of fifty six and eight hundredths (56.08) feet; thence S0°04'48"E, a distance of one hundred ninety eight and one hundredths (198.01) feet; thence S89°55'12"W, a distance of ten (10.0) feet to a point on the westerly line of said Lot Five (5); thence N0°04'48"W along the westerly line of said Lot Five (5), a distance of one hundred ninety five (195.0) feet to a point on a northerly line of said Lot Five (5); thence S89°55'12"W along a northerly line of said Lot Five (5), a distance of eleven and ninety one hundredths (11.91) feet; thence N33°09'11"W, a distance of fifty nine and sixty seven hundredths (59.67) feet to a point on the most northerly line of said Lot Five (5), being the said Point of Beginning.

The above-described easement and right-of-way containing a total of 0.072 acres, more or less, as shown on the plat dated 9/12 /2011, marked Exhibit "A", attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Lynn M. and Amy L. Mayhew, on the above-described tract of land.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G9

**#2011-300 - Approving Bid Award - Uranium Removal Water
Treatment Plant - Building Construction**

Staff Contact: Tim Luchsinger

Council Agenda Memo

From: Timothy G. Luchsinger, Utilities Director
Jason Eley, Assistant City Attorney

Meeting Date: October 11, 2011

Subject: Uranium Removal Water Treatment Plant –
Building Construction

Item #'s: G-9

Presenter(s): Timothy G. Luchsinger, Utilities Director

Background

The City's municipal water system is supplied primarily from its Platte River Well Field. This well field is comprised of 21 wells and a pumping station. Testing for State regulatory requirements indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA. Uranium is not an acute concern but rather is a chronic concern over a lifetime of exposure, and sampling and testing of the Grand Island water system thus far show full compliance with the EPA regulation. Testing of individual wells for uranium has indicated most wells exceed this MCL. To allow use of these wells during high water system demand periods, additional piping was installed in the past year for blending with lower uranium concentration wells. Recent testing of uranium concentrations in the wells indicated a trend towards increasing levels, reducing the effectiveness of well blending to reduce overall levels, therefore, based on Department recommendations, the Utilities Department was authorized by Council on February 22, 2011, to proceed with the procurement and installation of the large-scale pilot uranium removal system. Based on the multiple phase structure of the uranium engineering services RFP, HDR, the City's consultant on this project, was requested to provide a proposal for preparing specifications to issue for bids for an adsorptive media pilot plant. On June 28, 2011, Council awarded the contract for the Uranium Removal System – Equipment Procurement to Water Remediation Technology.

On August 23, 2011, Council approved the proposal of HDR Engineering, Inc., of Lincoln, Nebraska, for Uranium Removal Water Plant – Task Order No. 2. This task order authorized the detailed engineering services which included preparation of specifications for bidding of a new building and foundations, underground piping, well modifications, and installation of the uranium removal equipment. As part of these

engineering services, HDR developed the specifications for the foundations and building to house the uranium removal system equipment.

Discussion

The specifications for the Uranium Removal Water Treatment Plant - Building Construction were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on September 29, 2011. Specifications were sent to three potential bidders and responses were received as listed below. The engineer's estimate for this project was \$350,000.00.

Bidder	Bid Price
Husker Sales Grand Island, Nebraska	\$464,931.35
Chief Construction Grand Island, Nebraska	\$324,857.30

The bids have been evaluated by Engineering Staff, and Chief Construction has listed exceptions. Chief Construction exceptions are verifying that liner panel and water-stop is provided in their bid as required in the specification, and that the stainless steel anchor bolts for equipment are not included as required in the specifications. This is an acceptable exception to the specification and was evaluated by staff as to not impact the ranking of the bids. The Chief bid is below the engineer's estimate of \$350,000.00 and meets City contract requirements.

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

City Administration recommends that Council award the contract for Uranium Removal Water Treatment Plant - Building Construction to Chief Construction of Grand Island, Nebraska, in the amount of \$324,857.30.

Sample Motion

Move to approve the contract for Uranium Removal Water Treatment Plant – Building Construction, to Chief Construction, of Grand Island, Nebraska, in the amount of \$324,857.30.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 29, 2011 at 1:00 p.m.

FOR: (Re-Bid) Uranium Removal Water Treatment Plant – Building Construction

DEPARTMENT: Utilities

ESTIMATE: \$350,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: September 19, 2011

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder:	<u>Husker Sales & Const., Inc.</u>	<u>Chief Construction Co.</u>
	Grand Island, NE	Grand Island, NE
Bid Security:	\$23,246.57	Fidelity & Deposit Co.
Exceptions:	None	Noted
Bid Price:		
Material:	\$86,705.00	\$174,190.00
Labor:	\$50,936.00	\$138,474.00
Sales Tax:	<u>\$ 6,069.35</u>	<u>\$ 12,193.30</u>
Total Bid:	\$464,931.35	\$324,857.30

cc: Tim Luchsinger, Utilities Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator
Karen Nagel, Utilities Secretary

Bob Smith, Assist. Utilities Director
Pat Gericke, Utilities Admin. Assist.
Lynn Mayhew, Utility Engineer

RESOLUTION 2011-300

WHEREAS, the City of Grand Island invited sealed bids for Uranium Removal Treatment Plant – building Construction, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 29, 2011, bids were received, opened and reviewed; and

WHEREAS, Chief Construction Company of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$324,857.30; and

WHEREAS, the bid of Chief Construction is less than the estimate for the Uranium Removal Water Treatment Plant – Building Construction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Chief Construction Company, in the amount of \$324,857.30 for Uranium Removal Water Treatment Plant – Building Construction, is hereby approved as the lowest responsible bid.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 5, 2011	☐ City Attorney



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G10

**#2011-301 - Approving Bid Award for the Broadwell Avenue
Shoulder Improvement - Capital Avenue to the Veteran's Athletic
Fields**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: October 11, 2011

Subject: Approving Bid Award for the Broadwell Avenue
Shoulder Improvement - Capital Avenue to the Veteran's
Athletic Fields

Item #'s: G-10

Presenter(s): John Collins, Public Works Director

Background

On August 30, 2011 the Engineering Division of the Public Works Department advertised for bids for the Broadwell Avenue Shoulder Improvement - Capital Avenue to the Veteran's Athletic Fields. There were 4 potential bidders for the project.

Discussion

This project will consist of placing 6' wide asphalt shoulders on the east and west sides of Broadwell Avenue from the intersection of Capital Avenue north to the Veteran's Athletic Field Complex entrance.

Public Works is currently working with Burlington Northern Railroad (BNRR) officials to provide railroad crossing panels wide enough to accommodate surfaced shoulders through the Broadwell Avenue/BNRR crossing. The crossing panels and surfaced shoulders on BNRR right of way will not be constructed until this crossing is reconstructed under their Double Track project.

Two (2) bids were received and opened on September 15, 2011. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Total Bid</i>
J.I.L. Asphalt Paving Co. of Grand Island, NE	None	\$119,193.70
Gary Smith Construction Co., Inc. of Grand Island, NE	Noted	\$136,361.70

There are sufficient funds in Account No. 10033506.85354 to fund this project.

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

Public Works Administration recommends that the Council approve awarding a contract to J.I.L. Asphalt Paving Co., Inc of Grand Island, Nebraska in the amount of \$119,193.70 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 15, 2011 at 2:00 p.m.

FOR: Broadwell Avenue Shoulder Improvement – Capital Avenue
To Veterans Athletic Field

DEPARTMENT: Public Works

ESTIMATE: \$180,000.00

FUND/ACCOUNT: 10033506-85354

PUBLICATION DATE: August 30, 2011

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>J.I.L. Asphalt Paving Co.</u>	<u>Gary Smith Construction Co., Inc.</u>
	Grand Island, NE	Grand Island, NE
Bid Security:	Inland Insurance Co.	Inland Insurance Co.
Exceptions:	None	None
Bid Price:	\$119,193.70	\$136,361.70

cc: John Collins, Public Works Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Catrina DeLosh, PW Admin. Assist.
Terry Brown, Eng. Ser. Mgr.

P1507

CONTRACT AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 11th day of **October, 2011**, by and between **J.I.L. ASPHALT PAVING COMPANY**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **BROADWELL AVENUE SHOULDER IMPROVEMENT – CAPITAL AVENUE TO VETERANS ATHLETIC FIELD**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications and Special Provisions, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **ONE HUNDRED NINETEEN THOUSAND ONE HUNDRED NINTEY THREE AND 70/100 Dollars (\$119,193.70)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for incorporation into the work of this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of

BROADWELL AVENUE SHOULDER IMPROVEMENT – CAPITAL AVENUE TO VETERANS ATHLETIC FIELD.

CA - 1

*BROADWELL AVE SHOULDER IMPROVEMENTS
CONTRACT AGREEMENT*

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved and that the work in this contract shall be completed no later than **May 18, 2012**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract to order.

ARTICLE VII. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VIII. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE IX. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

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*BROADWELL AVE SHOULDER IMPROVEMENTS
CONTRACT AGREEMENT*

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

J.I.L. ASPHALT PAVING COMPANY

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

Attorney for the City

Date _____

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

*BROADWELL AVE SHOULDER IMPROVEMENTS
CONTRACT AGREEMENT*

The contractor shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2011-301

WHEREAS, the City of Grand Island invited sealed bids for the Broadwell Avenue Shoulder Improvements – Capital Avenue to the Veteran's Athletic Fields, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on September 15, 2011 bids were received, opened, and reviewed; and

WHEREAS, J.I.L. Asphalt Paving Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$119,193.70; and

WHEREAS, J.I.L. Asphalt Paving Company's bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2011/2012 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of J.I.L. Asphalt Paving Company of Grand Island, Nebraska in the amount of \$119,193.70 for the Broadwell Avenue Shoulder Improvements – Capital Avenue to the Veteran's Athletic Fields is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 5, 2011	☐ City Attorney



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G11

**#2011-302 - Approving Change Order No. 1 for Grand Island
Quiet Zone Project No. 2012-QZ-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: October 11, 2011

Subject: Approving Change Order No. 1 for Grand Island Quiet Zone Project No. 2012-QZ-1

Item #'s: G-11

Presenter(s): John Collins, Public Works Director

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$247,718.25 contract by the City Council on September 13, 2011 for the Grand Island Quiet Zone; Project No. 2012-QZ-1.

Discussion

On September 27, 2011 City Council approved the Maintenance Consent Letter for Public Road Crossing with the Union Pacific Railroad (UPRR), for both the Oak Street and Pine Street crossings. This consent letter states, "the City shall include as part of its contract with the Contractor, the State of Nebraska's current Special Provisions Relating to Work on Union Pacific Railroad's property." Public Works received UPRR approval to modify the State of Nebraska's Special Provisions to make them applicable for City of Grand Island projects.

The main requirements of the Special Provisions are:

- To have the City's contractor obtain and provide to the Railroad the Railroad's current insurance requirements including all insurance binders, certificates and endorsements required therein;
- Requirements for reimbursement for flagging protection;
- To give the Railroad at least ten (10) days advance notice that flagging is needed;
- Railroad safety training;
- Protection of utilities.

Attached for reference is a copy of the approved Union Pacific Special Provisions for City of Grand Island Projects. These Special Provisions shall apply for work at all

crossings and for work not specifically addressed by the requirements in the Wayside Horn Agreement for the Walnut Street crossing.

This is a “no cost” change order; therefore the contract amount will not increase.

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

City Administration recommends that the Council approve Change Order No. 1 for the Grand Island Quiet Zone Project No. 2012-QZ-1.

Sample Motion

Move to approve the resolution.

UNION PACIFIC RAILROAD SPECIAL PROVISION FOR CITY OF GRAND ISLAND PROJECTS

For purposes of these Special Provisions, Union Pacific Railroad Company is referred to as "UPRR" and the term "Contractor" shall mean the contractor or contractors hired by the City to perform any Project work on any portion of UPRR's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents.

UPRR shall provide an inspector or inspectors for any direct labor work undertaken by UPRR, the City or Contractor on or in connection with the Project as a Project expense.

I. RAILROAD SAFETY TRAINING

- A. UPRR requires that anyone working within 25 feet of any track be trained in Federal Railroad Administration (FRA) Roadway Worker Protection. This training is available from several sources, including other railroads, railroad industry training professionals and computer based training. UPRR requires such training per 49 CFR 214.343 but does not endorse any specific Roadway Worker Protection Training.
- B. UPRR requires that anyone working on UPRR property, although greater than 25 feet from the track, be trained on the minimum UPRR safety requirements. This training is available from several sources, including a video and pamphlet entitled "Minimum Safety Requirements for Engineering Department Contractors" and computer based training. This training is in addition to the regulatory training described in Paragraph A above.
- C. The Contractor, or its agents or representatives, will not be allowed on UPRR railroad right-of-way until it has successfully completed the mandatory safety training as outlined above. The Contractor must furnish employees with documentation that they have completed the required regulatory and UPRR safety training. This can be accomplished by issuing cards showing the employee's training, issuing lists of employees who have completed specific training or by having available, at the job site, other forms of documentation.
- D. The Contractor will be responsible for all costs associated with attending each training class.

II. FLAGGING PROTECTION

- A. The Contractor shall notify UPRR's Manager of Track Maintenance, Ryan Collins, 402-501-3817 or 402-289-7583, at least fifteen (15) working days in advance of the Contractor's commencement of work and at least ten (10) working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) can reach to within 25 feet of any track. This notice shall include the Project Number, the Contractor's name, date of flagging, location of flagging services to be provided, and an estimate of the expected duration of flagging. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials or vehicles shall be located, operated, placed or stored within 25 feet of any railroad track at any time, for any reason, unless and until a UPRR flagger is provided. Upon receipt of such 10 working day notice, the Manager of Track Maintenance will determine and inform the Contractor whether a flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by UPRR, such services will be provided at the Contractor's expense with the understanding that if UPRR provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein.
- B. Prospective bidders shall familiarize themselves fully with all flagging special provisions of UPRR.

III. REIMBURSEMENT TO UPRR FOR FLAGGING COSTS

- A. The Contractor shall promptly pay UPRR all charges connected with such flagging services within thirty (30) calendar days after the Contractor's receipt of the monthly billing or final billing from UPRR. To enable orderly flagger reassignment to other projects the Contractor shall be required to notify the UPRR Manager of Track Maintenance described in Paragraph A above at least five (5) working days prior to the termination of flagging needs or five (5) working days prior to completion of the Contractor's Project work, whichever is sooner. The Contractor may request a final billing at this time. The Contractor shall inform the following UPRR Manager of Industry and Public Projects person in writing, Mike Blackley, 402-544-2029, when the project is complete. The City shall not make final payment to the Contractor until UPRR has provided written notification to the City that the Contractor has paid UPRR in full for all flagging or other protective services expenses that UPRR has billed to the Contractor in connection with the Project. The Contractor is responsible for all flagger requests and payments on the Project. The Contractor's work may be suspended upon notice of non-compliance from UPRR until required flaggers or other protective measures are in place. UPRR will notify the Contractor when non-compliance is reported by UPRR train crews or other UPRR employees.
- B. The rate of pay per hour for each worker will be the UPRR prevailing hourly rate in effect for an eight-hour day for the class of worker used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed, a full eight-hour day greater during which any flagger is furnished shall be charged in full to the City's Prime Contractor. The estimated cost for one flagger is \$1200.00 per day.

A full eight-hour day or greater will not be split between any Contractor. In addition to the cost of such labor, a composite charge for vacation, holiday,

health and welfare, supplemental sickness, Railroad Retirement and UC, supplemental pension, Employee, Liability & Property Damage, and administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect on the day that flagging was performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays; two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between UPRR and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges. The Contractor shall also be required to pay UPRR for all other expenses incurred by UPRR including, but not limited to, travel time, travel expense, set up and take down activities associated with any Railroad flagging or protective services provided by the Railroad.

- C. Reimbursement to UPRR will be required covering the full eight hour day during which any flagger is furnished, unless they can be assigned to other UPRR work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other UPRR work. Reimbursement will also be required for any day not actually worked by said flagger following its assignment to work on the Project for which UPRR is required to pay the flagger and which could not reasonably be avoided by UPRR by assignment of such flagger to other work, even though the Contractor may not be working during such time.

IV. PROTECTION OF UTILITIES

- A. Before the Contractor begins its operations on UPRR right-of-way it shall confer with the designated representatives of the City and UPRR with regard to any underground or overhead utilities which may be on or in close proximity to the site of the work. The Contractor shall take such measures as the City or UPRR may direct in protecting those utilities properly throughout the period its construction operations are in progress. The party or parties owning or operating overhead or underground utilities shall perform the actual work of moving, repairing, reconditioning or revising those utilities, except as otherwise provided in the contract. Whenever and wherever such operations are undertaken by owners of utilities, the Contractor shall cooperate to the extent that ample protection of its work will be provided so that the entire work that is contemplated in the contract may be expedited to the best interests of all concerned, as judged by the engineer for the City
- B. The Contractor shall be responsible for any and all damages to utilities that are permitted to remain in place, or to reconstructed utilities in the vicinity, which may be due either directly or indirectly to its operations, and shall repair promptly any such damaged property to the satisfaction of the City's engineer and the owner of the property, or shall make payment to such owners for repairs as may become necessary on account of damages that are due to its operations.
- C. Direct payment for this work will not be made but it shall be considered that the protection of the utilities is subsidiary to any or all of the items for which the contract provides that direct payment shall be made.

- D. The Contractor shall telephone UPRR during normal business hours (7:00 am to 9:00 pm, Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on UPRR's property to be used by the Contractor. If there is fiber optic cable, the Contractor shall telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. The Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

V. WRITTEN NOTICE TO UPRR

The Contractor shall give written notice to UPRR's Manager Industry and Public Projects, Mike Blackley, 402-544-2029; to his or her authorized representative, at least fifteen (15) days in advance of the date on which it expects to begin any work under or adjacent to any of the tracks of UPRR or it expects to begin any construction work on the right of way of UPRR. The Contractor shall also give written notice to such UPRR Manager of Industry and Public Projects, no later than fifteen (15) days after completion of all work on UPRR's right of way.

VI. BRIDGE REMOVAL PLANS

- A. If any existing bridge or portion thereof, needs to be demolished and removed, the Contractor, at its expense, shall submit to UPRR by certified mail three (3) complete sets of the Bridge Removal Plan. The Bridge Removal Plan shall include details, procedures and the sequence of staged removal of the bridge, including all steps necessary to remove the bridge in a safe and controlled manner.
- B. The Contractor shall submit to UPRR: three (3) complete sets of the Contractor's Bridge Removal Plan for review and comments. The Bridge Removal Plan shall be sealed by a Civil or Structural Engineer registered in the State of Nebraska. A minimum of thirty (30) days shall be allowed for UPRR's review after the complete submittal is received and approved by UPRR. The Contractor shall not perform any bridge removal work until it has received written approval from UPRR of the Contractor's final Bridge Removal Plan. The Bridge Removal Plan and all demolition work shall conform to the requirements of the "Guidelines for Preparation of a Bridge Demolition and Removal Plan for Structures over Railroad" (Attachment XX) and "Guidelines for Temporary Shoring" (Attachment XX).

VII. PROTECTION OF PROPERTY

- A. The Contractor shall use the utmost care to guard against accidents or cause the least possible interference with the operation of trains of UPRR and the telephone, telegraph or signal lines of UPRR or of any tenant of UPRR's right-of-way. The Contractor shall use the utmost care in guarding against injury to underground and overhead public utilities and services at or near the site of the work.
- B. All work to be done under this contract shall be handled by the Contractor so as to not interfere with the use of tracks, wires, signals and property of UPRR or its tenants, and the underground or overhead services of public and private utilities,

and the Contractor shall be responsible for any damages which may be sustained by UPRR, its tenants, employees, passengers or freight in its care, or by the owners of any public or private overhead or underground services caused by such interference which could have been avoided by the proper handling of said work. The Contractor shall discontinue immediately, upon request of the engineer or UPRR representative, any practices or actions which, in the opinion of the engineer or UPRR representative, are unsafe or cause damage to underground or overhead services of public or private utilities, or which might result in delays to trains, engines or cars, or damage to tracks, roadbed, telephone, telegraph or signal wires.

- C. The Contractor shall take all precautions for the purposes of protecting the embankment of all railroad tracks as may be determined necessary by the authorized representative of UPRR. The Contractor shall affix the seal of a registered professional engineer licensed to practice in the State of Nebraska on all plans and calculations pertaining to details for sheeting or otherwise protecting excavations next to or adjacent to railroad tracks if necessary and noted on the City's Plans. The Contractor also shall take all precautions for the protection of underground and overhead services either public or private, as may be determined by the engineer.
- D. The Contractor shall not place or permit to be placed, or remain, piles of material or other temporary obstructions closer than 12 feet (3.7 meters) to the centerline of the nearest construction forms and scaffolding track or closer than 21 feet (5.56 meters) above the top of any rail of any track.
- E. Any changes necessary in the clearance set forth above shall be made only by special arrangements with the UPRR Manager Industry and Public Projects that is named in Section V above.

VIII. UPRR CROSSINGS

- A. The Contractor shall use only public roadways, or approved temporary crossings that are specifically shown on the plans, to cross railroad tracks. Every attempt should be made to use public roadways. If the Contractor should require a temporary crossing for construction purposes at a location other than an existing public crossing, provisions for such crossing shall be negotiated with UPRR by the Contractor, and all costs for such crossing shall be borne by the Contractor.
It is not guaranteed that UPRR will grant a temporary crossing. The requirements of these Special Provisions shall apply, and all costs for such crossing, shall be borne by the Contractor.
- B. Prospective bidders should familiarize themselves with UPRR temporary crossing and insurance requirements before bidding on the work.

IX. INSPECTION

The work shall be subject to the inspection of the properly authorized representatives of UPRR and that such inspection shall in no manner make UPRR a party to this contract and will in no manner interfere with the rights of either party hereunder.

X. INDEMNITY

- A. The City agrees to insert the following provision in any contract in which the City's Contractor will have access to UPRR's property:

To the extent allowed by law, Contractor hereby releases and shall indemnify, defend and hold harmless UPRR, its affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees and agents for, from and against any and all claims, liabilities, fines, penalties, damages, losses, liens, causes of action, actions, suits, demands, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees) and judgments (collectively, "Claims"), of any nature, kind or description of any person (including, without limitation, the employees of the parties hereto and the employees of UPRR) or entity directly or indirectly arising out of, resulting from, or related to (in whole or in part) (i) the use, occupancy or presence of City, Contractor, or its subcontractors, employees or agents, in, on, or about UPRR's property pursuant to this Agreement; (ii) the performance or failure to perform by Contractor, its subcontractors, employees, or agents, its work or any obligation under this Agreement; or (iii) the sole or contributing acts or omissions of Contractor, its subcontractors, employees, or agents, in, on, or about UPRR's property pursuant to this Agreement. Contractor's duty to defend under the above indemnity provision includes, without limitation, the obligation of Contractor to appear and defend in the name of UPRR, any suits or actions brought against UPRR with respect to any such Claims, and to pay and satisfy any final judgment that may be rendered against UPRR in any such suit or action. THE LIABILITY AND DUTY TO DEFEND ASSUMED BY CONTRACTOR UNDER THE ABOVE INDEMNITY PROVISION WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF UPRR, ITS AGENTS, SERVANTS, EMPLOYEES, OR OTHERWISE, EXCEPT (I) TO THE EXTENT THAT SUCH CLAIM WAS PROXIMATELY CAUSED BY THE ACTIVE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF UPRR OR ITS EMPLOYEES, SERVANTS OR AGENTS, OR (II) FOR CLAIMS ARISING SOLELY OUT OF THE NEGLIGENT ACTIONS OF UPRR OR ITS EMPLOYEES, SERVANTS OR AGENTS.

- B. If Contractor fails to indemnify, defend and hold UPRR harmless as provided in the above indemnity provision, then to the extent allowed by law, the City shall indemnify, defend and hold UPRR harmless under the above indemnity provision as if City were Contractor.

XI. **INSURANCE**

The Contractor shall carry the following insurance coverage:

- A. **Commercial General Liability** insurance. This insurance shall contain broad form contractual liability with a single limit of at least \$3,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. Coverage must be purchased on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage), including but not limited to coverage for the following:

Bodily injury including death and personal injury
Property damage
Fire legal liability
Products and completed operations

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

The exclusions for railroads (except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.
Waiver of subrogation

- B. **Business Automobile Coverage** insurance. This insurance shall contain a combined single limit of **at least \$3,000,000** per occurrence or claim, and must be purchased on ISO form CA 00 01 (or substitute form providing equivalent coverage), including but not limited to coverage for the following:

Bodily injury and property damage
Any and all motor vehicles including owned, hired and non-owned

The policy shall also contain the following endorsements **which shall be indicated on the certificate of insurance:**

The exclusions for railroads (except where the Job Site is more than fifty feet (50') from any railroad including but not limited to tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed.

Motor Carrier Act Endorsement- Hazardous materials cleanup (MCS-90) **if required by law.**

- C. **Workers Compensation and Employers Liability** insurance including but not limited to:
Contractor's statutory liability under the workers' compensation laws of the State of Nebraska

Employers' Liability (Part B) with limits of at least
\$500,000 each accident, \$500,000 disease policy limit
\$500,000 each employee

If rules and regulations issued by the State of Nebraska require the Contractor to participate in the State's Worker's Compensation fund and if Workers Compensation insurance will not cover the liability of Contractor, Contractor shall comply with such rules and regulations. If Contractor is self-insured, evidence of

City approval must be provided along with evidence of excess Workers Compensation coverage. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy shall also contain the following endorsement **which shall be indicated on the certificate of insurance:**

Alternate Employer Endorsement

- D. **Umbrella or Excess Policies** in the event Contractor utilizes umbrella or excess policies, these policies shall "follow form" and afford no less coverage than the primary policy.
- E. **Railroad Protective Liability** insurance naming only UPRR as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall be purchased on ISO Form CG 00 35 12 04 (or a similar form providing equivalent coverage). A binder stating the policy is in place must be submitted to UPRR until the original policy is forwarded to UPRR.

Other Requirements

- F. Punitive damage exclusion must be **deleted, which deletion shall be indicated on the certificate of insurance:**
- G. Contractor agrees to waive its right of recovery, and its insurers, through policy endorsement, agree to waive their right of subrogation against UPRR. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against UPRR for loss of its owned or leased property or property under its care, custody and control. Contractor's insurance shall be primary over any insurance carried by UPRR, other than a Railroad Protective Liability Policy or an umbrella or excess liability policy. All waivers of subrogation **shall be indicated on the certificate of insurance.**
- H. All policy(ies) required above (excluding Workers Compensation) shall provide severability of interests. Severability of interest and naming UPRR as an additional insured shall be indicated on the certificate of insurance. The coverage provided to UPRR as additional insured shall provide coverage for UPRR's negligence, except for UPRR's sole negligence, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law: (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractors Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor. (2) Contractor shall require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads: ISO Form CG 24 17 10 01 (or substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

- I. Prior to commencing any Project work, Contractor shall furnish to UPRR original certificates of insurance evidencing the required coverage, endorsements and amendments. The certificate(s) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify UPRR in writing of any cancellation or material alteration. Upon request from UPRR, a certified duplicate original of any required policy shall be furnished.
- J. Any insurance policy shall be written by a reputable insurance company acceptable to UPRR or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Nebraska.
- K. Contractor WARRANTS that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement and acknowledges that Contractor's insurance shall be primary over any insurance carried by UPRR, other than a Railroad Protective Liability Policy or an umbrella or excess liability policy.
- L. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UPRR shall not be limited by the amount of the required insurance coverage.

XII. ADDITIONAL RIGHT-OF-WAY

The City right of way plans show the permanent and temporary easements acquired or to be acquired by the City for this Project. Any additional land or easements that the Contractor may desire for the construction of the Project, shall be provided by the Contractor at its own expense.

XIII. RESTORATION OF UPRR PROPERTY

In the event the Contractor shall in any manner move or disturb other property of UPRR, in connection with the use of the said property, then, and in that event, the Contractor shall, as soon as possible and at its sole expense, restore such property to the same condition as it was in before such property was moved or disturbed.

XIV. FINAL CLEAN UP

The Contractor, upon the completion of the work contemplated in this contract, shall remove all machinery, equipment, surplus materials, falsework, rubbish, ditches, and temporary building, furnished or erected by him from within the limits of the right of way of UPRR and shall leave the said right of way in a condition acceptable to UPRR's Manager of Track Maintenance, or his authorized representative.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: October 11, 2011

PROJECT: Grand Island Quiet Zone Project No. 2012-QZ-1

CONTRACTOR: The Diamond Engineering Company

CONTRACT DATE: September 13, 2011

To incorporate the **Union Pacific Railroad Special Provision for City of Grand Island Projects** into the Grand Island Quiet Zone Project No. 2012-QZ-1 contract with The Diamond Engineering Company of Grand Island, Nebraska. Requirements in this Special Provision are listed below.

- Railroad Safety Training
- Flagging Protection
- Reimbursement to Union Pacific Railroad (UPRR) for Flagging Costs
- Protection of Utilities
- Written Notice to UPRR
- Bridge Removal Plans
- Protection of Property
- UPRR Crossings
- Inspection
- Indemnity
- Insurance
- Additional Right-of-Way
- Restoration of UPRR Property
- Final Clean Up

This Special Provision shall apply for work at all railroad crossings and for work not addressed by the requirements in the Wayside Horn Agreement for the Walnut Street crossing. The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order \$247,718.25

Net Increase/Decrease Resulting from this Change Order..... \$ 0.00

Revised Contract Price Including this Change Order \$ 247,718.25

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

The Diamond Engineering Company
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2011-302

WHEREAS, on September 13, 2011, by Resolution 2011-242, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$247,718.25 for the Grand Island Quiet Zone Project No. 2012-QZ-1; and

WHEREAS, it has been determined that modifications to the work to be performed by The Diamond Engineering Company are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will not change the contract amount of \$247,718.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 7, 2011	☐ City Attorney



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G12

**#2011-303 - Approving Change Order No. 2 for Asphalt
Maintenance Project 2011-AC-1**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Scott Griepenstroh, PW Project Manager

Meeting: October 11, 2011

Subject: Approving Change Order No. 2 for Asphalt Maintenance Project 2011-AC-1

Item #'s: G-12

Presenter(s): John Collins, Public Works Director

Background

J.I.L. Asphalt Paving Co., of Grand Island, Nebraska was awarded a \$305,464.36 contract by the City Council on July 12, 2011 for the annual asphalt overlay project. The estimate for the 2011 asphalt resurfacing project was \$332,451.83 with a total of \$610,000.00 budgeted.

On September 13, 2011 City Council approved Change Order No. 1 for the Asphalt Maintenance Project 2011-AC-1, in the amount of \$22,788.00. This change order allowed for the widening of each corner at the intersection of Capital Avenue and Sky Park to better accommodate turning movements for large semitrailers.

Discussion

The items "Asphaltic Concrete Patching" and "Asphaltic Concrete for Patching, Type B" are being added to the contract to compensate the contractor for additional work performed on Wyandotte Street and Stoeger Drive.

When milling operations started on Wyandotte Street, it was immediately discovered that the existing asphalt road had a fabric layer approximately 1/2" to 1" below the top surface, and the milling operation was causing delamination at the layer of fabric.

The Project Manager directed the contractor to stop the milling operation. At locations where it was necessary for the top surface of the new asphalt to meet existing pavement (at ends of the paving segment and at concrete intersections), the contractor was directed to remove all existing pavement and 2" of subgrade, then place a bottom layer of asphalt for patching. This was done so that the overlay of new asphalt would match existing pavement.

On the west side of Stoeger Drive, the milling contractor was incorrectly directed to mill full depth, 7 feet wide from the curb instead of tapering to zero depth at 4 feet from the curb. To correct this, the contractor was directed to remove all existing pavement and 2" of subgrade, then place a bottom layer of asphalt for patching. This was done so that the overlay of new asphalt would not be placed on existing surface that was too thin.

There was 420 square yards of patching on Wyandotte Street, and 513 square yards of patching on Stoeger Drive.

The agreed unit price for "Asphaltic Concrete Patching" compares favorably to bid prices received for the same item on the Hall County 2011 Asphaltic Concrete Maintenance Overlay Project. The agreed unit price for "Asphaltic Concrete for Patching, Type B" is based on the combined unit prices for Type B Asphaltic Concrete and Asphalt Cement on the City of Grand Island 2010-AC-1 project.

After eliminating the milling quantity of Wyandotte Street, the net reduction to the contract is \$551.58.

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

City Administration recommends that the Council approve Change Order No. 2 for Asphalt Maintenance Project 2011-AC-1.

Sample Motion

Move to approve the resolution.

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 2

Date of Issuance: October 11, 2011

PROJECT: Asphalt Maintenance Project 2011-AC-1

CONTRACTOR: J.I.L. Asphalt Paving Co.

CONTRACT DATE: July 12, 2011

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Asphaltic Concrete Patching	933.00 SY	\$5.08/SY	\$4739.64
2. Asphaltic Concrete for Patching, Type B	32.62 TON	\$51.25/SY	\$1671.78
3. Milling (Wyandotte Street)	- 3300.00 SY	\$2.11/SY	-\$6,963.00

TOTAL OF CHANGE ORDER NO. 2

- \$551.58

Asphaltic Concrete Pavement Repair shall be measured and paid for by the square yard. Payment for Asphaltic Concrete Pavement Repair shall be full compensation for removing and disposing of existing pavement, preparation of subgrade and all other items to prepare the repair area. Asphaltic Concrete for Patching shall be paid separately.

Asphaltic Concrete for Patching, Type B shall be measured and paid for by the Ton. Payment for Asphaltic Concrete for Patching, Type B shall be full compensation for producing, hauling, placing and compacting asphaltic concrete materials. Asphalt Cement is subsidiary to the item Asphaltic Concrete for Patching, Type B.

The changes result in the following adjustment to the Contract Amount:

Contract Price Prior to This Change Order \$ 328,252.36

Net Increase/Decrease Resulting from this Change Order..... \$ 551.58

Revised Contract Price Including this Change Order \$ 327,700.78

Approval Recommended:

By _____
John Collins, Public Works Director

Date _____

The Above Change Order Accepted:

J.I.L. Asphalt Paving Co.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Jay Vavricek, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____

RESOLUTION 2011-303

WHEREAS, on July 12, 2011, by Resolution 2011-168, the City of Grand Island awarded J.I.L. Asphalt Paving Co., of Grand Island, Nebraska that bid in the amount of \$305,464.36 for Asphalt Resurfacing Project No. 2011-AC-1; and

WHEREAS, on September 13, 2011 Grand Island City Council approved Change Order No. 1 to the Asphalt Resurfacing Project No. 2011-AC-1, in the amount of \$22,788.00 for a revised total contract price of \$328,252.36;

WHEREAS, it has been determined that modifications to the work to be performed by J.I.L. Asphalt Paving Co. are necessary; and

WHEREAS, such modifications have been incorporated into Change Order No. 2; and

WHEREAS, the result of such modifications will decrease the contract amount by \$551.58 for a revised contract price of \$327,700.78.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and J.I.L. Asphalt Paving Co. of Grand Island, Nebraska to provide the modifications.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 5, 2011	☐ City Attorney



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G13

**#2011-304 - Consideration of Intent to Annex Areas 3a, 6, 7, 12, 13
& 14**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Hall County Regional Planning Department

Meeting: October 11, 2011

Subject: Annexation Areas Identified as 3a, 6, 7, 12, 13, and 14

Item #'s: G-13

Presenter(s): Chad Nabity, AICP Hall County Regional Planning Director

Background

At the March 22, 2011 meeting of the Grand Island City Council a resolution was passed that directed the planning department and other city staff as follows:

- to proceed with preparing annexation plans (as required and defined by statute),
- to notify property owners and school districts as required by law, and
- to forward the annexation plans to the Regional Planning Commission for review.

regarding 8 areas eligible for annexation adjacent to the Grand Island municipal limits.

The annexation plans for 6 of the 8 eight identified areas are complete and were considered by the Regional Planning Commission after a public hearing at their meeting held July 6, 2011. These annexation plans were reviewed by the Grand Island City Council at their meeting on August 9, 2011. Annexation plans are attached for areas identified as 3a, 6, 7, 12, 13, and 14 are available from the Grand Island City Clerk, the Hall County Regional Planning Department and on the Grand Island Website at <http://www.grand-island.com/index.aspx?page=1326>.

Discussion

Nebraska Revised Statute §16-117 provides for the process of annexation. In following the process approved by Council on March 22nd, 2011 annexation plans have been prepared by staff and referred to the Regional Planning Commission for recommendation. The second action in this process is for Council to pass a resolution stating their intent to annex, approve annexation plans and set public hearings for comment on the annexations before council.

Alternatives

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

1. Approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation for September 13, 2011
2. Choose not to approve the resolution of intent to annex, the attached annexation plans, and set public hearings on annexation for.
3. Modify the resolution of intent to annex, the attached annexation plans, and/or the public hearing date.
4. Postpone the issue

Recommendation

At the July 6th, 2011 meeting of the Hall County Regional Planning Commission a public hearing was held to take comment on the annexation plans for areas 3a, 6, 7, 12, 13, and 14. Several members of the public were in attendance to speak on annexation of these areas. The minutes of the Planning Commission Meeting pertaining to this item are attached. Planning Commission took separate votes on each area and recommended approval of all of the areas. Planning Commission did recommend that the farm properties on the east side of area 7 be removed from consideration for annexation at this time.

Council will have two versions of the Resolution from which to choose. The first version will include all 6 areas as originally proposed the second version will include area 7 as recommended for approval by the Regional Planning Commission. Council may pass either resolution or portions of either resolution or staff will move forward accordingly.

City staff also recommends that the Council approve the resolution of intent to annex, the attached annexation plans, and set public hearings on annexations for September 13, 2011.

Sample Motion

Move to approve the resolution of intent to annex, the attached annexation plan, and set public hearings on annexation of Areas 3a, 6, 7, 12, 13, and 14.

From the July 6th 2011 Planning Commission Minutes

4. **Public Hearing – Concerning annexation of properties identified as:**
Annexation Area 3a south of Airport Road/U.S. Highway 281 and on the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. Eagle Scout Park and the Veterans Field Complex are in this area. **Annexation Area 6** located north of Bismark Road to the east side of Stuhr Road. **Annexation Area 7** located north of U.S. Highway 34 on the east side of South Locust Street. **Annexation Area 12** located north of Husker Highway to the west side of U.S. Highway 281 and Prairieview Street. **Annexation Area 13** located south of Old Potash Highway on the west side of North Road. **Annexation Area 14** located south of 13th Street on the east and west sides of North Road and north of Faidley Avenue (C-05-2011GI).

O'Neill opened the Public Hearing.

Nabity briefly talked about the process of annexation; he explained City Council had charged Regional Planning to look at eligible areas for Annexation. City Council had selected eight areas and six of those plans were brought forward to Regional Planning. The remaining two may be brought forward for the August meeting.

Annexation Area 3a - U.S. Highway 281 and Broadwell Ave

This property is located in the north central part of the community. It is south of Airport Road/U.S. Highway 281 the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 210 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area. Eagle Scout Park and the Veterans Field Complex are in this area and maintained by the City Parks Department.

Annexation Area 6 - Bismark Road and Stuhr Road

This property is located in the southeast part of the community. It is mostly north of Bismark Road the east side of Stuhr Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 50 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

Nabity stated he had received a call from Tom Pirnie who owns the majority of the land in this area and he was in support of the annexation.

Annexation Area 7 - U.S. Highway 34 and South Locust Street (Vanosdal Fields)

This property is located in the southeast part of the community. It is north of U.S. Highway 34 on the east side of Locust Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There are about 65 acres of property included in the area. The property is currently used for agricultural and residential purposes. There are 3 houses included in this area.

Nabity stated one homeowner Heidi Aken and she was in favor of this annexation.

Janel Laub, 380 E. Highway 34, said she and her husband bought land there in 1996 to farm next to his parents. If the land were annexed into city limits, their children would no longer be eligible for school driving permits, could not have more numerous flocks of ducklings and they would be subject to higher taxes on farm equipment they purchase.

Their land would also eventually cease to be part of the Northwest School District, which has a more rural focus. Two of their children want to be farmers, and a third wants to be a veterinarian, Laub said.

If their land were to be annexed, "our whole way of life changes," she told the commission.

Evie Laub, 450 E Hwy 34, said the annexation would also separate the farm homestead from the farm ground, which runs to the east to Stuhr Road.

Commissioner John Amick of Doniphan concurred. He moved to annex just the western half of the proposed area, which includes the former ball fields and the Heidi Aken house that fronts onto Highway 34. Aken had previously spoken in favor of annexation.

Amick said water and sewer is available to the western portion of Area 7, (Aken property) but not to the Laub farmsteads on the east. The entire 65 acres is also not surrounded completely by city limits and the annexation, as originally proposed by the city, would substantially change the rural lifestyle the Laubs have, he said.

Annexation Area 12 - U.S. Highway 281 and Husker Highway

This property is located in the southwest part of the community. It is north of Husker Highway the west side of U.S. Highway 281 and Prairieview Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 200 acres of property included in the area that is currently used for agricultural purposes. There is one house and

no businesses included in this area.

Annexation Area 13 - Old Potash Highway and North Road

This property is located in the northwest part of the community. It is south of Old Potash Highway on the west side of North Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 120 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

Eric Pollock owns this property and was questioning what exactly this meant. Nabity explained his property was surrounded by the city limits and Council is looking to get rid of the "islands" that have been formed. Sewer and water are available. Pollock questioned if there was a utility plan for the drainage because in the northwest quarter there is a drainage issue.

Annexation Area 14 - 13th and North Road

This property is located in the northwest part of the community. It is south of 13th Street on the east and west sides of North Road and north of Faidley Avenue. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 100 acres of property included in the area that is currently used for agricultural purposes. There are 3 houses and no businesses include in this area.

Landowners Ray Stander, 1104 N. North Road, and Floyd Leiser, 3550 N. Engleman Road, both objected, saying the land is being used for agricultural purposes.

"Farm ground is not necessary for city use," Leiser said. "They're not going to develop it as long as I'm alive," he added.

Northwest school Superintendent Bill Mowinkel also objected to the annexation of ag land from Areas 12, 13, 14 and the Laub ground in Area 7. He said the annexation results in a loss of tax base and property tax revenue for the Northwest School District.

Planning Commission Chairman Pat O'Neill said the commission is charged with evaluating current and future land use, not school finance.

Commissioner Les Ruge said because Grand Island has grown up around those areas, there is confusion on whether city or county forces have jurisdiction when it comes to road issues, drainage and emergency response. Annexation will clarify that.

O'Neill closed the Public Hearing.

Area 3a: U.S. Highway 281 and Broadwell Ave

This has 210 acres located south of Airport Road/U.S. Highway 281 and on the west side of Broadwell Avenue north of the Burlington Northern Santa Fe tracks. City sewer and water is available. It includes the Veterans Athletic Field Complex and Eagle Scout Park and is mostly city-owned so there is no property valuation and no property tax revenue. City annexation would clarify that city police have jurisdiction at the Athletic Complex, which is on ground leased by the city from the state.

A motion was made by Hayes to approve the Area 3a Annexation plan as submitted and seconded by Amick.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 6: Bismark Road and Stuhr Road

This has 50 acres located north of Bismark Road to the east side of Stuhr Road. City sewer and water is available. Estimated tax base is \$100,053. Estimated annual property tax for all political subdivisions is \$2,181.

A motion was made by Reynolds to approve the Area 6 Annexation plan as submitted and seconded by Brethauer.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 7: U.S. Highway 34 and South Locust Street (Vanosdal Fields)

This property is located in the southeast part of the community. It is north of U.S. Highway 34 the east side of Locust Street. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There are about 65 acres of property included in the area. The property is currently used for agricultural and residential purposes. There are 3 houses included in this area.

A motion was made by Amick to approve the Area 7 Annexation plan with the changes made to the annexation area to remove the Laub properties and to just include the Vanosdal property and the Aken property. This was seconded by Haskins.

Finding of Facts noted by Amick were this proposed annexation did not have sewer and water services available. This homestead was used as an ag use home property. Annexation of this property would adversely affect the families. Haskins agreed with Amick's findings.

The motion carried with 9 members present and 9 voting in favor (Amick, O'Neill, Ruge, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and no member present abstaining.

Area 12: U.S. Highway 281 and Husker Highway

This is about 200 acres of farmland located north of Husker Highway and to the west side of U.S. Highway 281 and Prairieview Street. City sewer and water is available. Estimated tax base is \$481,334 and estimated property tax revenue is \$10,495 a year.

A motion was made by Bredthauer to approve the Area 12 Annexation plan as presented and was seconded by Reynolds.

Findings of fact noted by Bredthauer were water and sewer service is available and annexing of this property would have little or no impact to the owners.

The motion carried with 9 members present and 8 voting in favor (Amick, O'Neill, Hayes, Reynolds, Haskins, Bredthauer, Connelly and Snodgrass) and 1 member present voting against (Ruge) and no members abstaining.

Area 13: Old Potash Highway and North Road

This property is located in the northwest part of the community. It is south of Old Potash Highway on the west side of North Road. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 120 acres of property included in the area that is currently used for agricultural purposes. There are no houses and no businesses included in this area.

A motion was made by Bredthauer to approve the Area 13 Annexation plan as presented and was seconded by Amick.

Findings of fact noted by Bredthauer were water and sewer service is available and annexing of this property would have little or no impact to the owners.

The motion carried with 9 members present and 7 voting in favor (Amick, O'Neill, Ruge, Haskins, Bredthauer, Connelly and Snodgrass) and 2 members present voting against (Reynolds, Hayes) and no members abstaining.

Area 14: 13th and North Road

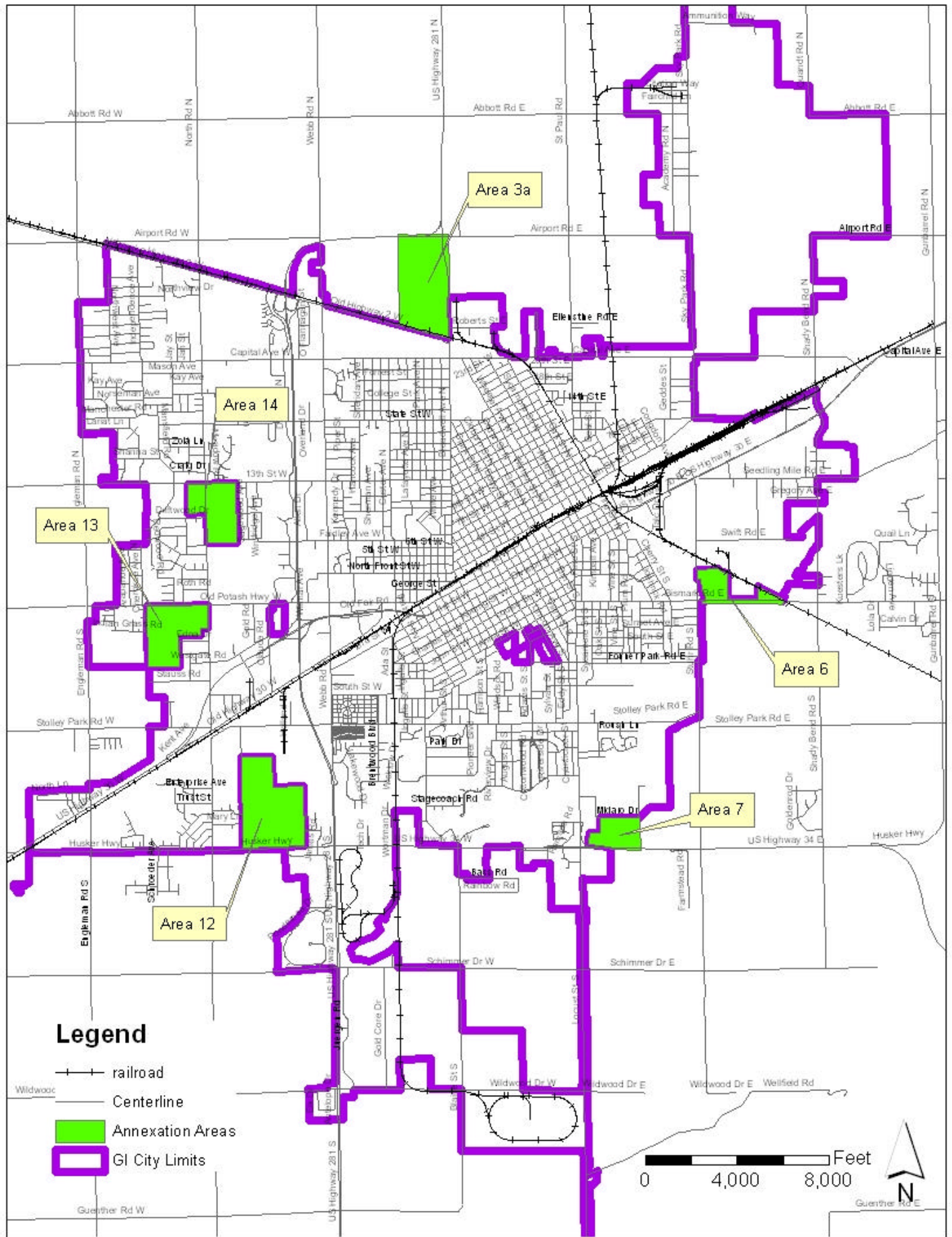
This property is the located in the northwest part of the community. It is south of 13th Street on the east and west sides of North Road and north of Faidley Avenue. The City of Grand Island provides electric services to the area. Sewer and water are both available to this property. There is about 100 acres of property included in the area that is currently used for agricultural purposes. There are 3 houses and no businesses include in this area.

This is about 100 acres of farmland south of 13th street and west of Sagewood Avenue. City sewer and water is available. Estimated tax base is \$687,081 with estimated property tax revenue of \$14,981 a year. Planning commission voted 7-2 in favor. Commissioners Bill Hayes and Deb Reynolds objected.

A motion was made by Ruge to approve the Area 14 Annexation plan as presented and was seconded by Bredthauer.

Findings of fact noted by Ruge were water and sewer service is available and annexing of this property would have little or no impact to the owners also this clears up who needs to provide services to the area, between City and County.

The motion carried with 9 members present and 7 voting in favor (Amick, O'Neill, Ruge, Haskins, Bredthauer, Connelly and Snodgrass) and 2 members present voting against (Reynolds, Hayes) and no member abstaining.



RESOLUTION 2011-304

WHEREAS, the City of Grand Island, in accordance with Neb. Rev. Stat. §16-117, et seq., is considering the annexation of the land and a plan for extending city services to the adjacent and contiguous land which are urban or suburban in character and legally described as

Annexation Areas 3a, 6, 7, 12, 13 and 14 as follows and as shown on Exhibits A, B, C, D, E and F attached hereto and incorporated herein by this reference:

Annexation Area 3a:

Beginning At A Point On The North Line Of Airport Road, U.S. Highway 281 Said Point Being 2,544.35' West Of And 86.51' North Of The Northeast Corner Section 5-11-9 Thence Easterly On A Line 86.51' North Of And Parallel To The North Of Section 5-11-9 And Section 4-11-9 To A Point On The West Line Of Homestead Second Subdivision Thence Southerly On A Line To The South Right Of Way Line Of Airport Road Thence Southwesterly To The East Right Of Way Line Of Broadwell Avenue Thence Southerly On The East Right Of Way Line Of Broadwell To A Point On The South Line Of Northwest Quarter Of Northwest Quarter Section 4-11-9 Thence Westerly On Said South Line Northwest Quarter, Northwest Quarter Section 4-11-9 To The West Line Of Section 4-11-9 Thence Southerly On The West Line Of Section 4-11-9 To A Point On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad Thence Northwesterly On The South Right Of Way Line Of The Burlington Northern Santa Fe Railroad To A Point On The West Line Of Southeast Quarter Section 5-11-9 Thence Northerly On The West Line Of Southeast Quarter And Northeast Quarter Section 5-11-9 To The Point Of Beginning.

As shown on Exhibit "A" attached hereto and incorporated herein by this reference.

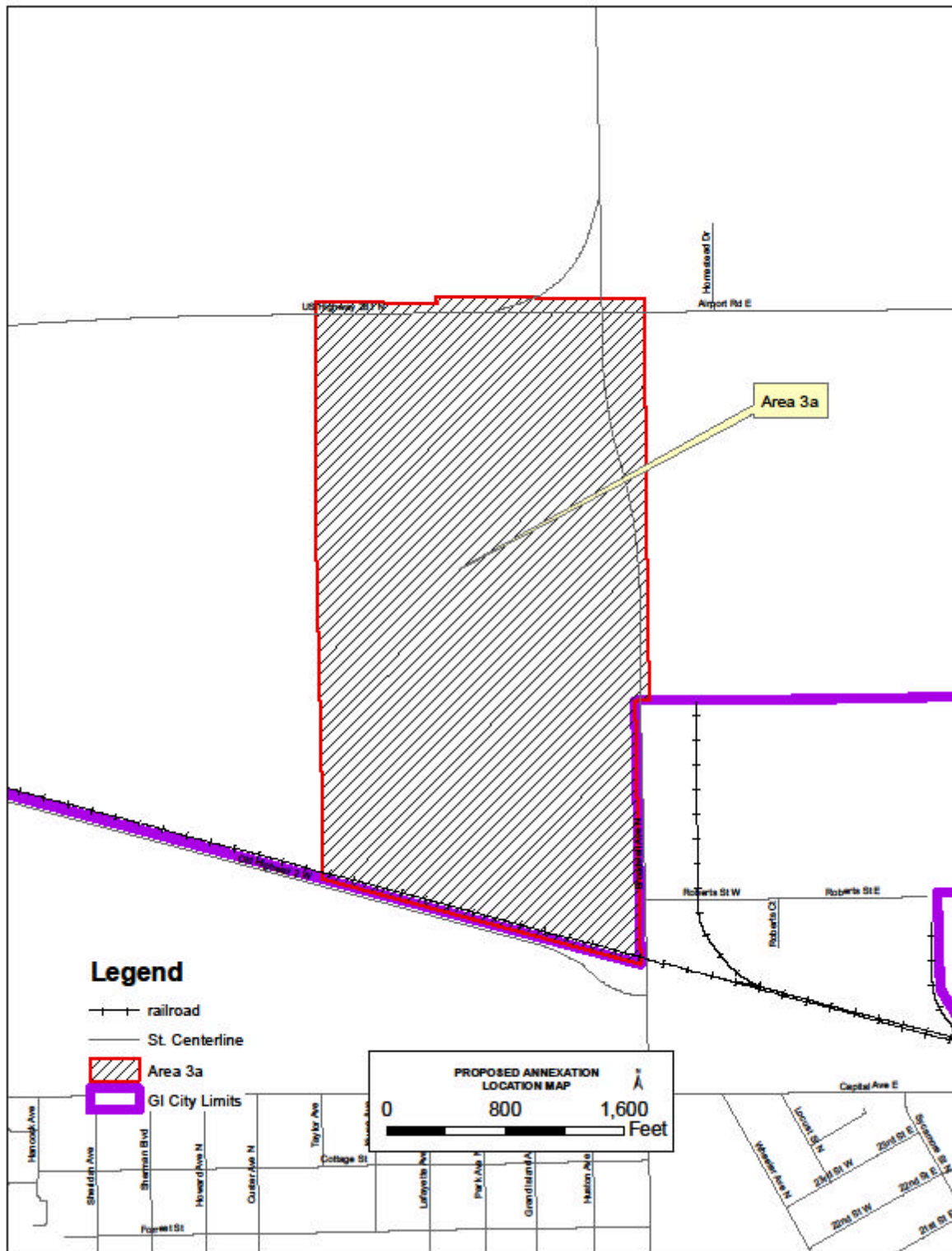


Exhibit “A”

Annexation Area 6:

Beginning At A Point 33' South Of And 183' East Of Northwest Corner 23-11-9 Said Point Being On The South Line Of Bismark Road Thence Continuing Easterly On The South Line Of Bismark Road For A Distance Of 177.5' Thence Northerly On A Line 360.5' East Of And Parallel To The West Lines Of Section 23-11-9 And 14-11-9 Thence Westerly On A Line 191.1' North Of And Parallel To The South Line Of Section 14-11-9 For A Distance Of 73.63' Thence Northerly On A Line 286.87' East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 43.30' Thence Westerly On A Line To A Point 260' East Of West Line Section 14-11-9 And 234.4' North Of South Line Of Section 14-11-9 Thence Northerly On A Line 260.0' East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 170.0' Thence West On A Line To A Point 191.10' East Of And 404.4' North Of The South Line Of Section 14-11-9 Thence Northerly On A Line 191.1' East Of And Parallel To The West Line Of Section 14-11-9 For A Distance Of 539.47' Thence Westerly on A Line 943.87' North Of And Parallel To The South Line Of Section 14-11-9 To The East Line Of Stuhr Road Thence Northerly On The East Line Of Stuhr Road To The Southwest Corner Of Lot 101 Industrial Addition Thence Easterly On The South Line Of Lot 101, 100 & 90 Industrial Addition For A Distance of 884.63' Thence Southeasterly On The Southwest Line Of Lot 99 Industrial Addition For A Distance Of 146.53' Thence Northeasterly On The East Line Of Lot 99 Industrial Addition For A Distance Of 50' To The Southerly Line Of The Burlington Northern Santa Fe Railroad Right Of Way Thence Southeasterly On Said Southerly Line Of Burlington Northern Santa Fe Railroad To The Northwest Corner Lot 102 Industrial Addition Thence Southerly On The West Line Of Lots 102, 110, 111 & 118 Industrial Addition To The Southwest Corner Of Lot 118 Industrial Addition Thence Easterly On The South Line Of Lots 115, 116, 117 & 118 Industrial Addition To The Southeast Corner Of Lot 115 Industrial Addition Thence Northerly On The East Line Of Lots 114 & 115 For A Distance of 380' ± Thence South Easterly On A Southerly Line Of Lot 114 Industrial Addition To The Southeast Corner Of Lot 114 Industrial Addition Thence Easterly On The South Line Of Lot 114 Industrial Addition To The Southerly Line Of The Burlington Northern Santa Fe Railroad Right Of Way Thence Southeasterly On Said South Line Of The Burlington Northern Santa Fe Railroad To A Point Of The South Line Of Bismark Road Thence Southwesterly On A Line For A Distance Of 166.5' ± Thence Northwesterly On A Line For A Distance Of 330' To A Said Point Being 169.4' South Of The North Line Of Section 23-11-9 Thence Westerly On A Line For A Distance of 418.9' To A Point Being 161' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 1000' To A Point Being 151' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 587.6' To A Point 149.63' South Of The North Line Of Section 23-11-9 Thence Continuing Westerly On A Line For A Distance Of 912.4' To A Point Being 148' South Of The North Line Of Section 23-11-9 Thence Westerly On A Line Being 148' South Of And Parallel To The North Line Of Section 23-11-9 For A Distance Of 224.6' Thence Northerly On A Line For A Distance Of 115' To The Point Of Beginning.

As shown on Exhibit "B" attached hereto and incorporated herein by this reference.

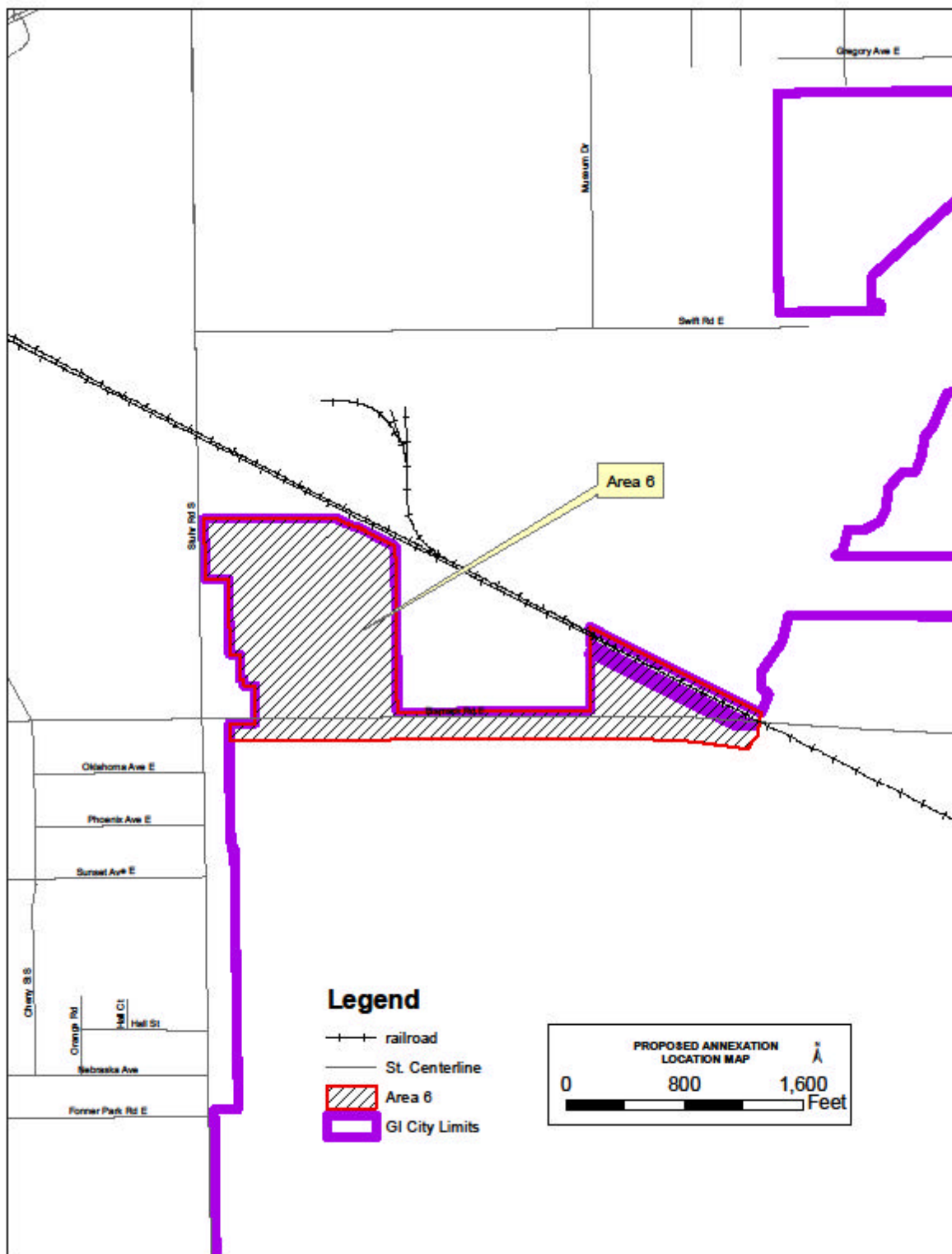


Exhibit “B”

Annexation Area 7:

Beginning At The Southeast Corner Of Desert Rose Subdivision Thence North On The East Line Of Desert Rose Subdivision For A Distance Of 323.6' Thence Easterly On The South Line Of Desert Rose Sub For A Distance Of 55' Thence Northerly On The East Line Of Desert Rose Subdivision For A Distance Of 201' To The Northeast Corner Of Desert Rose Subdivision Thence Easterly On An Extension Of The North Line Of Desert Rose Subdivision For A Distance Of 445' ± Thence Northerly On A Line For A Distance Of 669.4'± To The South Line Of Firethorne Estates Subdivision Thence Easterly On The South Line Of Firethorne Estates Subdivision For A Distance Of 1,223.6'± Thence Southerly On A Line For A Distance Of 327.5'± Thence Southwesterly On A Line For A Distance Of 654.1'± Thence Westerly On A Line For A Distance Of 106' Thence Southerly On A Line For A Distance Of 193.6'± Thence Easterly On A Line For A Distance Of 106' Thence South On A Line To A Point On The North Line Of the U.S. Highway 34, Husker Highway Thence Westerly On The South Line Of Said U.S. Highway 34, Husker Highway To The West Line Of Northeast Quarter Of Northwest Quarter Section 34-11-9 Thence Northerly On The West Line Of Northeast Quarter, Northwest Quarter Section 34-11-9 To The North Line Of Section 34-11-9 Thence Continuing Northerly On The West Line Of The Southeast Quarter Of Southwest Quarter Section 27-11-9 To The North Line Of U.S. Highway 34, Husker Highway Thence Westerly And Northerly On The North Line Of U.S. Highway 34, Husker Highway To The Point Of Beginning

As shown on Exhibit "C" attached hereto and incorporated herein by this reference.

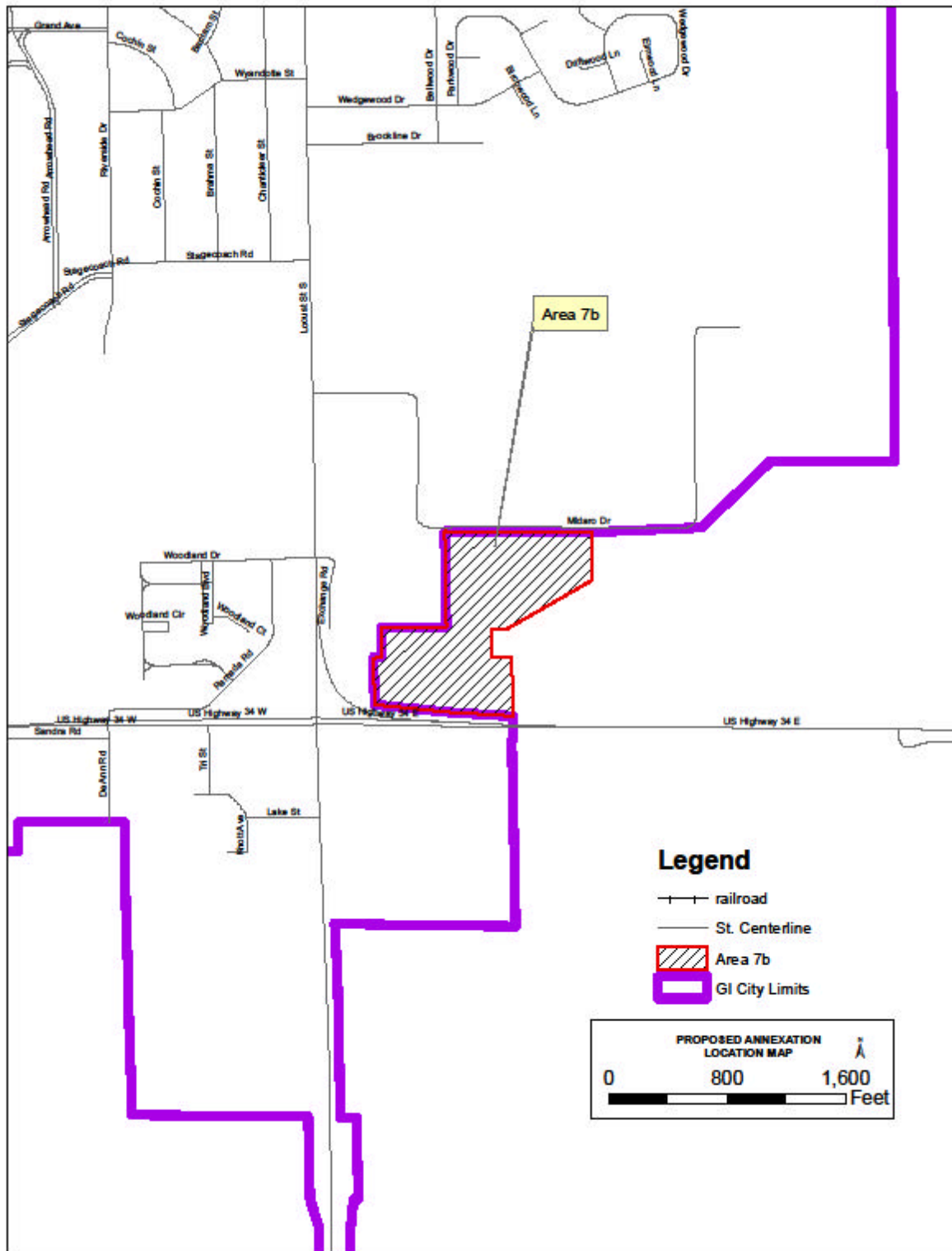


Exhibit “C”

Annexation Area 12:

Beginning At The Southwest Corner Of Pedcor Subdivision Thence Continuing Southerly On An Extension Of The West Line Of Pedcor Subdivision To The West Line Of Pedcor Subdivision To The Southerly Line Of U.S. Highway 34, Husker Highway Thence Westerly On The South Line Of Said Highway To A Point On The West Line Of The Northeast Quarter Of The Northwest Quarter Section 36-11-10 Thence Northerly On The West Line Of Northeast Quarter, Northwest Quarter Section 36-11-10 To The Northwest Corner Of Northeast Quarter, Northwest Quarter Section 36-11-10 Said Point Also Being The Southwest Corner Of Southeast Quarter Of Southwest Quarter Section 25-11-10 Thence Continuing Northerly On The West Line Of The Southeast Quarter, Southwest Quarter, Northeast Quarter, Southwest Quarter And The Southeast Quarter Northwest Quarter Section 25-11-10. To The Northwest Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Northeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 The Southerly On The East Line Of Southeast Quarter, Northwest Quarter Section 25-11-10 To The Southeast Corner Of Southeast Quarter, Northwest Quarter Section 25-11-10 Said Point Also Being The Center Of Section 25-11-10 Thence Easterly On The North Line Of Southeast Quarter Section 25-11-10 To The Northwest Corner Of Pedcor Second Subdivision Thence Southerly On The West Line Of Pedcor Second Subdivision and Pedcor Subdivision TO The Point Of Beginning

As shown on Exhibit "D" attached hereto and incorporated herein by this reference.

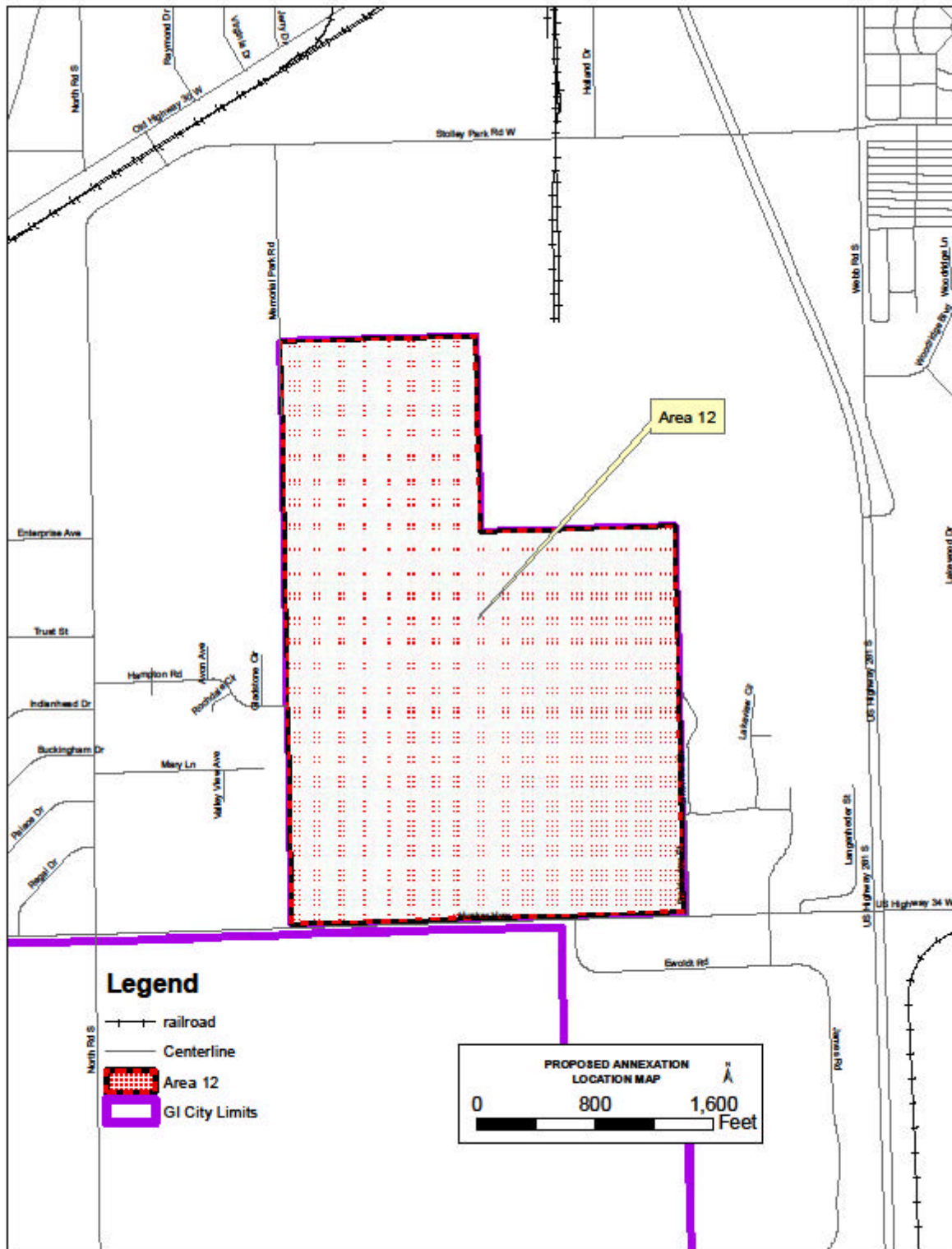


Exhibit “D”

Annexation Area 13:

Beginning At The Northeast Corner Section 23-11-10 Thence Southerly On The East Line Of Said Section 23-11-10 To A Point 300' North Of The Southeast Corner Of Northeast Quarter Of Northeast Quarter section 23-11-10 Thence West On A Line For A Distance Of 333' Thence Southerly On A Line For A Distance Of 300' To A Point On The North Line Of Gosda Subdivision Thence Westerly On The North Line Of Gosda Subdivision To The Northwest Corner Of Gosda Subdivision Thence Southerly On The West Line Of Gosda Subdivision, Springdale Subdivision And Springdale Second Subdivision To The North Line Of Garland Subdivision Thence Westerly On The North Line Of Garland Subdivision To The Northwest Corner Of Garland Subdivision Also Being The Southwest Corner Northeast Quarter Section 23-11-10 Thence Continuing Westerly On The South Line Of The Northwest Quarter Section 23-11-10 For A Distance Of 35' Thence Northerly On A Line To The Southeast Corner Of Copper Creek Estates Subdivision Thence continuing Northerly On The East Line Of Copper Creek Estates Subdivision To The Northeast Corner Of Copper Creek Estates Subdivision Being On The North Line Of Section 23-11-10 To The Point Of Beginning

As shown on Exhibit "E" attached hereto and incorporated herein by this reference.

Annexation Area 14:

Beginning At The Northwest Corner East Half Of Northwest Quarter Section 13-11-10, Said Point Also Being The Northwest Corner Of Larue Third Subdivision Thence Southerly On The West Line Of Larue Third Subdivision To The Southwest Corner Of Larue Third Subdivision To The Southwest Corner Of Larue Third Subdivision Said Point Also Being The Southwest Corner Of The East Half Of Northwest Quarter Of Section 13-11-10 Thence Westerly On The South Line Of The Northwest Quarter Section 13-11-10 To The West Line Section 13-11-10 Thence North On The West Line Of Section 13-11-10 Also Being The East Line Of Section 14-11-10 To The Northeast Corner Of Westwood Park Subdivision Said Point Also Being The Northeast Corner Of Southeast Quarter Of Northeast Quarter Section 14-11-10 Thence Westerly On The North Line Of Westwood Park Subdivision To The Southeast Corner Lot 1 Block 2 Neumann Second Subdivision Thence Northerly On The East Line Of Neumann Second Subdivision And Extension There Of To The North Line Of Section 14-11-10 Thence Easterly On The North Line Of Section 14-11-10 To The Northeast Corner Of Section 14-11-10 Also Being The Northwest Corner Section 13-11-10 Thence Continuing Easterly On The North Line Of Section 13-11-10 To The Point Of Beginning

As shown on Exhibit "F" attached hereto and incorporated herein by this reference.

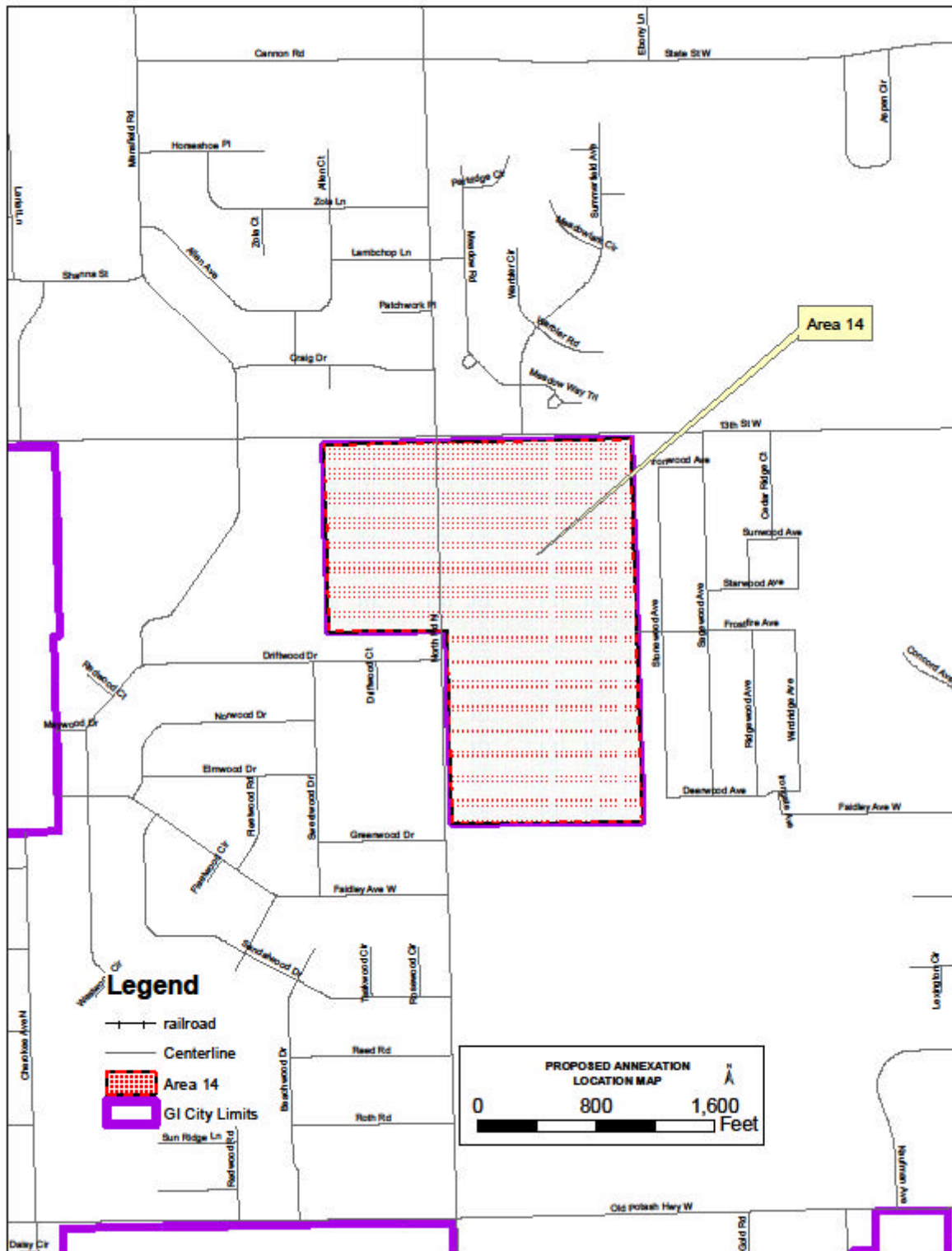


Exhibit “F”

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a plan outlining the city services available to the above-described land and showing or including: (a) the estimated cost impact of providing the services to such land, (b) the method by which the city is financing the extension of services to the land and how services already provided will be maintained, (c) maps drawn to scale clearly delineating the land proposed for annexation, (d) maps showing the current boundaries of the city, (e) maps showing the proposed boundaries of the City after the annexation, and (f) maps showing the general land-use pattern in the land proposed for annexation is hereby adopted and approved and shall be available for inspection during regular business hours in the office of the City Clerk.

BE IT FURTHER RESOLVED, that a public hearing before the Mayor and City Council on the proposed annexations shall be held at 7:00 p.m. on October 25, 2011 or as soon thereafter as the matter may be heard, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, to receive testimony from interested persons.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to publish in the *Grand Island Independent* at least once, not less than ten days preceding the date of the public hearing, a copy of this Resolution and a map or maps drawn to scale delineating the land proposed for annexation.

BE IT FURTHER RESOLVED, that the City Clerk be, and hereby is, authorized and directed to send by first-class mail, a copy of the resolution providing for the public hearing to the school boards of the school districts including the lands proposed for annexation.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G14

**#2011-305 - Approving Interdepartmental Fund Transfer for
Aeration Basin Improvements; Project WWTP-2010-3 at the
Wastewater Treatment Plant**

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: John Henderson, Wastewater Treatment Plant Superintendent

Meeting: October 13, 2011

Subject: Approving Interdepartmental Fund Transfer for Aeration Basin Improvements; Project WWTP-2010-3 at the Wastewater Treatment Plant

Item #'s: G-14

Presenter(s): John Collins, Public Works Director

Background

The City of Grand Island Utilities Department operates and services the City's primary electrical distribution (14.2 kv) system.

The Aeration Basin Improvements Project requires the addition of a 500 kva transformer into the City's primary electrical distribution system.

The Wastewater Division of the Public Works Department is requesting the City of Grand Island Utilities Department provide labor services, electrical equipment, primary service conductors, and terminations for a functional primary electrical distribution system 500 kva transformer addition.

Discussion

The addition in the primary electrical distribution system transformer to the northeast area of the Wastewater Treatment Plant shall provide for the current power requirements in Aeration Basin Improvements. The transformer sizing and plant location placement incorporates capacity for future planned projects referenced as Internal Mixed Liquor Recycle Pumping, and Fourth Final Clarification Distribution Mechanical Building.

Additionally, Public Works staff and Utilities Department recommendations will allow for primary service conductors and respective termination locations be transposed in a manner in providing redundant loop distribution within the facility.

Wastewater staff is requesting an interdepartmental transfer of \$45,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment, as services are completed.

Alternatives

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

1. Move to approve a resolution authorizing an interdepartmental transfer of \$45,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment.
2. Refer the issue to a Committee.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends an interdepartmental transfer of \$45,000.00 be established for labor services, material and equipment provided by the City of Grand Island Utilities Department in a primary electrical distribution system 500 kva transformer addition.

Sample Motion

Move to approve interdepartmental transfer.

RESOLUTION 2011-305

WHEREAS, The City of Grand Island Utilities Department operates and services the City's primary electrical distribution (14.2 kv) system; and

WHEREAS, The Aeration Basin Improvements Project requires the addition of a 500 kva transformer into the City's primary electrical distribution system; and

WHEREAS, an interdepartmental transfer of \$45,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment is required by procurement code; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that an interdepartmental transfer of \$45,000.00 to the City of Grand Island Utilities Department in providing labor services, material and equipment for the Aeration Basin Improvements; Project WWTP-2010-3 at the Wastewater Treatment Plant is hereby approved.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item G15

**#2011-306 - Approving Bid Award for Infield Soil Conditioner at
Veteran's Athletic Field Complex**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Steve Paustian, Parks & Recreation Director

Meeting: October 11, 2011

Subject: Bid Award – Infield Soil Conditioner for the Veterans Athletic Field Complex.

Item #'s: G-15

Presenter(s): Todd McCoy, Recreation Superintendent

Background

The Veterans Athletic Field Complex softball fields are ready to have a soil conditioner applied to the infields. Time and funds did not allow for this addition last year. One bid was received with the bid provided by Dakota Transport from Hampton, MN in the amount of \$96,000.00

Discussion

Infield conditioners are added to the fields to assist in drainage and to help limit rainouts. This product has been used on several other fields within the community and has proven its worth by allowing for fewer rain outs and less maintenance required to make the fields ready for play each day.

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

City Administration recommends that the Council award the bid to Dakota Transports from Hampton, MN to provide infield soil conditioner for the Veterans Athletic Field Complex softball fields.

Sample Motion

Move to award a contract to Dakota Transports from Hampton, MN for \$96,000.00 to provide infield soil conditioner for the four softball fields at the Veterans Athletic Field Complex.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Jason Eley, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 4, 2011 at 2:00 p.m.

FOR: Infield Soil Conditioner at Veteran's Athletic Field Complex

DEPARTMENT: Parks & Recreation

ESTIMATE: \$90,000.00

FUND/ACCOUNT: 40044450-90027

PUBLICATION DATE: September 23, 2011

NO. POTENTIAL BIDDERS: 3

SUMMARY

Bidder: Dakota Transport
Hampton, MN

Exceptions: None

Bid Price: \$96,000.00

cc: Steve Paustian, Parks & Recreation Director
Jason Eley, Purchasing Agent
Mary Lou Brown, City Administrator

Patti Buettner, Parks & Rec. Secretary
Gregg Bostelman, Park Superintendent

P-1512

RESOLUTION 2011-306

WHEREAS, the City of Grand Island invited sealed bids for Infield Soil Conditioner for the Veterans Athletic Field Complex, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on September 23, 2011, bids were received, opened and reviewed; and

WHEREAS, Dakota Transport from Hampton, Minnesota submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$96,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Dakota Transport from Hampton, Minnesota in the amount of \$96,000.00 for Infield Soil Conditioner for the Veterans Athletic Field Complex is hereby approved as the lowest responsible bid.

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 7, 2011	☐ City Attorney



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item H1

**Consideration of Request from Wyoming Financial Lenders, Inc.
dba Payday Express, 645 South Locust Street for a Pawnbroker's
License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 11, 2011

Subject: Request from Wyoming Financial Lenders, inc. dba Payday Express, 645 South Locust Street for a Pawnbroker's License

Item #'s: H-1

Presenter(s): RaNae Edwards, City Clerk

Background

Section 25-1 thru 25-9 of the Grand Island City Code sets out the policy of the City Council regarding Pawnbrokers licenses. City Council approval is required for all Pawnbroker licenses.

Discussion

Wyoming Financial Lenders, Inc. dba Payday Express has submitted an application for a Pawnbroker's license located at 645 South Locust Street. Submitted with their application was a bond in the amount of \$5,000 as required by City Code.

This application has been reviewed by the City Clerk and Police Department.

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

City Administration recommends that the Council approve the request from Wyoming Financial Lenders, Inc. dba Payday Express, 645 South Locust Street for a Pawnbroker's License.

Sample Motion

Move to approve the request from Wyoming Financial Lenders, Inc. dba Payday Express, 645 South Locust Street for a Pawnbroker's License.



Pawnbroker's License Application

Business Owner Name: Wyoming Financial Lenders, Inc dba Payday Express

Business Owner Address: 11550 I Street, Suite 150 Omaha, NE 68137

Business Manager Name: Wanda Smith

Business Manager Address: 3605 Bronco Rd. Grand Island, NE 68801

Business Street Address: 645 South Locust Grand Island, NE 68801

Location of storage of goods if kept at location other than business location:

N/A

List all criminal convictions (except minor traffic infractions) of owner, manager, or all officers and shareholders (if applicant is a corporation):

Offense	Location of Court	Conviction Date
<u>N/A</u>		

If additional space is required, continue on back of the application.

Additional Documents Required:

1. All applicants must include bond to the City of Grand Island in the sum of \$5,000 with the application.
2. All corporate applicants must attach a copy of Articles of Incorporation and list of officers/shareholders.

All licenses expire on April 30th of each year. The City of Grand Island requires payment of an occupation tax in the amount of \$75.00 when the license is issued as well as a license fee in the amount of \$75.00.

All licenses are subject to approval and issuance by the City Council. Be sure you are familiar with the City Code and State Statutes pertaining to pawnbrokers.



Old Republic Surety Company

BOND NO. W150105461

LICENSE BOND

KNOW ALL MEN BY THESE PRESENTS, That we Wyoming Financial Lenders, Inc. D/B/A Payday Express
645 South Locust Grand Island, NE 68801

as Principal, and Old Republic Surety Company organized under the laws of the state of
Wisconsin, as Surety, are held and firmly bound unto City of Grand Island of Grand Island, NE

as Obligor in the sum of Five Thousand Dollars (\$5,000.00)
lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the said Principal has applied to said Obligor for a license to or permit as a Pawnbroker's License

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the said Principal shall indemnify said Obligor against
all loss which the Obligor may be subject by reason of said Principal's non-compliance caused by said Principal's breach of any ordinance,
rule or regulation relating thereto, then the above obligation shall be void, otherwise to be and remain in full force and effect.

This obligation may be canceled by said Surety by giving thirty (30) days notice in writing of its intention to do so to said Obligor;
and provided further, that nothing herein shall affect any rights or liabilities which shall have accrued under this bond prior to the date
of termination; and the said Surety shall be relieved of any further liability under this bond thirty (30) days after receipt of said notice
by the said Obligor.

The term of this bond is for a period commencing September 20, 2011
and terminating September 20, 2014 provided, however, this bond may
be continued from year to year by continuation certificate executed by said Surety.

Signed, sealed and dated the 20th day of September, 2011.

Wyoming Financial Lenders, Inc. D/B/A Payday Express

Principal

By [Signature]



Old Republic Surety Company

By [Signature]

Andrew C Bassett

Attorney-in-fact



OLD REPUBLIC
Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:
Andrew C Bassett Of HASTINGS, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows: Effective Date: 9/20/2011 12:00:00 AM

Bond Number: W150105461

Bond Amount: Five Thousand Dollars (\$5,000.00)

Principal Name: Wyoming Financial Lenders, Inc. D/B/A Payday Express

Obligee Name: City of Grand Island of Grand Island, NE

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

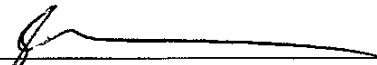
RESOLVED that the president, any vice president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

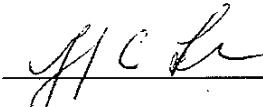
RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2011.


Assistant Secretary



OLD REPUBLIC SURETY COMPANY



STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2011, personally came before me, Gerald C. Leach and Rick A. Johnson, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: 12/2/2012 12:00:00 AM

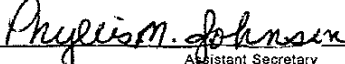
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

0405437



Signed and sealed at the City of Brookfield, WI this 20th day of September, 2011.


Assistant Secretary

ORSC 22262 (3-06)

ELLERBROCK-NORRIS, INC.

ARTICLES OF INCORPORATION
OF
WYOMING FINANCIAL LENDERS, INC.

FILED

497325864

KNOW ALL MEN BY THESE PRESENTS:

SECRETARY

That I, Richard J. Bratton, desiring to form a corporation for the purpose that hereinafter are set forth under and in conformity with the Wyoming Business Corporation Act of the State of Wyoming, hereby voluntarily form this Association and make this written certificate in duplicate, and certify that the Articles of Incorporation of said corporation are:

I.
NAME

The name of the corporation is: Wyoming Financial Lenders, Inc

II.
PERIOD OF DURATION AND PURPOSE

The term of this Corporation shall be perpetual. During the term, this Corporation is to have unlimited power to engage in and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Wyoming Business Corporation Act.

III.
AMOUNT OF TOTAL AUTHORIZED STOCK

The aggregate number of shares which the Corporation shall have authority to issue is 50,000; all shares shall be with no par value per share and shall be voting, common stock. Such shares of stock may be issued by the Corporation from time to time by the Board of Directors, and any and all such shares so issued shall be deemed fully paid stock and not liable for any further call or assessment except to the extent of payment of the full consideration for which the stock is delivered.

Shareholders shall not be limited or denied their preemptive rights to acquire additional or treasury shares of the corporation.

IV.
COMMENCEMENT OF BUSINESS

The corporation will not commence business until consideration of the value of at least Five Hundred Dollars (\$500.00) has been received for the issuance of shares.

RECEIVED
WYOMING
SECRETARY OF STATE
1977 SEP -4 AM 9:22

23 11 8-30

V.
POWER OF DIRECTORS

The management of the corporation shall be vested in a Board of Directors, the number of Directors constituting the initial Board of Directors is three. The number of directors thereafter shall be as set forth from time to time by the By-Laws of the Corporation without restriction on the generality of the foregoing. The directors of this Corporation shall have the power to make and enact all such By-Laws as they shall deem proper for the management of , and the disposition of the business affairs of said Corporation, and after reasonable notice to all Directors, to repeal, amend or alter the By-Laws or to adopt new By-Laws; and shall have the power of fixing the salaries of its agents and officers, and appointment and removal of such officers and agents; and shall have such other powers not denied to them by Wyoming Law, as shall be set forth from time to time by the By-Laws of the corporation.

The internal affairs of the Corporation shall be regulated by the Board of Directors elected by the stockholders subject to the By-Laws of the Corporation.

VI.
INITIAL BOARD OF DIRECTORS

The initial board of Directors which shall serve until the first annual meeting of shareholders or until their successors are elected and qualified are as follows:

Richard J. Bratton
Tia Moberly
Rose Piel

In case of a vacancy at any time in the Board of Directors by death, disability, resignation or otherwise, the remaining directors shall elect, by majority vote, a director to fill such vacancy and who shall serve until his successor is duly elected and qualified.

succeeding directors shall be elected at the annual meeting of the stockholders which shall be held after the first corporate year.

VII.
LIABILITY OF DIRECTORS

No Directors shall be personally liable to the Corporation or any shareholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under Sec. 17-16-833 of the Wyoming Statutes, or any amendment thereto or successor provision thereto, and except for any matter in respect of which such director shall be liable by reason the he (i) has breached his duty of loyalty to

the corporation or its shareholders, (ii) has not acted in good faith or, in failing to act, has not acted in good faith, (iii) has acted in a manner involving intentional misconduct or knowing violation of law, or (iv) has derived an improper personal benefit. Neither the amendment nor repeal of this Article VII, nor the adoption of any provision of the Articles of Incorporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article VII would accrue or arise prior to such amendment, repeal or adoption of an inconsistent provision.

VIII.

OFFICERS

The officers of the Corporation shall be a President, a Secretary, and a Treasurer, and such other officers as the By-Laws prescribe from time to time. Officers shall be elected in the manner prescribed by the By-Laws.

IX.

INITIAL REGISTERED OFFICE AND AGENT


The initial registered office address of the corporation is 400 E. 1st, Casper, Wyoming 82601, and the initial registered agent at such address is Bob Moberly. The business of the Corporation shall be transacted in the City of Casper, and County of Natrona, but the operations of the company may be carried on in such other counties of the State of Wyoming and outside of the state as the Board of Directors shall, from time to time, designate.

X.

NAME OF INCORPORATOR

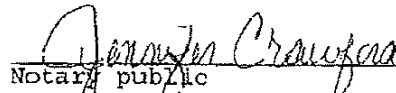
The name of the incorporator of Wyoming Financial, Inc. is Richard J. Bratton, 400 E. 1st, Casper, Wyoming 82601.

IN WITNESS WHEREOF, the incorporator of Wyoming Financial, Inc. has hereunto set her hand this 28th day of August, 1997.

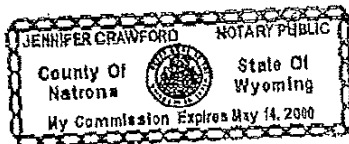

Richard J. Bratton

STATE OF WYOMING)
) SS:
COUNTY OF NATRONA)

On this 28th day of August, 1997, before me personally appeared Richard J. Bratton, known to me to be the person described in and who executed the foregoing Articles of Incorporation and verified said Articles in conformity with law.


Notary public

My Commission Expires: 5-14-2000



WFL - Corporate Officers

<i>NAME</i>	<i>TITLE</i>	<i>ADDRESS</i>
Quandahl, John	President	10602 Ridgemont Circle, Omaha, NE 68136
Chaney, Brian	VP	19505 Poppleton Circle, Omaha, NE 68130
Horner, Rich	Treasurer	809 Roland Drive, Papillion, NE 68046
Dunham, Ted	Secretary	18089 Jones St., Omaha, NE 68022

INTEROFFICE MEMORANDUM



Police Department
Working Together for a
Better Tomorrow. Today.

DATE: 9-27-2011

TO: Chief Lamken, RaNae Edwards

FROM: Capt. Mehlin

RE: Pawnbrokers License App Payday Express

Chief,

After speaking with Wanda Smith the Manager at Payday Express and Brian Chaney at the Wyoming Financial Lenders Corporate office in Omaha I find no reason for any objections to this Pawn License. Payday Express, like many other institutions in Grand Island are planning on buying gold and silver and want the flexibility to loan money using these precious metals as collateral.

At this time they do not plan on pawning property, only gold and silver.

Capt. Kerry Mehlin

A handwritten signature in black ink, appearing to read "Kerry Mehlin", is written over the printed name and title.

GIPD CID



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item I1

#2011-307 - Consideration of Approving Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation"

Staff Contact: John Collins, Public Works Director

Council Agenda Memo

From: Terry Brown, Manager of Engineering Services

Meeting: October 11, 2011

Subject: Approving Agreement for Professional Engineering Services entitled “Wastewater Treatment Plant and Collection System Rehabilitation”

Item #'s: I-1

Presenter(s): John Collins, Public Works Director

Background

On October 4, 2011 City Staff, along with the engineering firm Black & Veatch of Kansas City, Missouri, presented the background on the need of the rehabilitation and the contractual process for this project.

Discussion

Three (3) engineering firms responded to the Request for Qualifications (RFQ), which was advertised in the Grand Island Independent on May 23, 2011. The RFQ was sent directly to fourteen (14) consultant firms.

Black & Veatch of Kansas City, Missouri was selected as the top engineering firm based on the pre-approved selection criteria.

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

City Administration recommends that the Council approve the agreement with Black & Veatch of Kansas City, Missouri and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the resolution.

RESOLUTION 2011-307

WHEREAS, on May 23, 2011 the City of Grand Island solicited Requests for Statement of Qualifications for professional consulting engineering services for the Wastewater Treatment Plant and Collection System Rehabilitation; and

WHEREAS, on June 7, 2011 three (3) professional engineering firms submitted performance and qualification submittals; and

WHEREAS, the engineering firm Black and Veatch of Kansas City, Missouri submitted qualifications and performance data in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code; and

WHEREAS based on the City's scoring results of all proposal received, administration and legal department have provided staff direction to negotiate contractual services with Black and Veatch, Kansas City, Missouri; and

WHEREAS, on October 4, 2011 through a City Council Study Session; City Staff, along with the engineering firm Black & Veatch of Kansas City, Missouri presented the need of the rehabilitation and the contractual process to hire a professional consulting engineer to provide services in Project Management, Collection System Master Planning and Planned Improvements in Northeast Interceptor sewer, and Collection System and Wastewater Treatment Rehabilitation; and

WHEREAS, it has been determined that it is in the best interest of the City of Grand Island to enter into a contract agreement with the engineering firm Black and Veatch of Kansas City, Missouri; and

WHEREAS, the negotiated contract agreement shall be performed at actual costs with a maximum amount of \$1,121,160.00, and the fee for such professional consulting engineering services is considered fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement for professional consulting engineering services between the City of Grand Island and Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that division management, when deemed appropriate may enter into negotiations for amendment to the agreement to provide additional services; and

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract agreement on behalf of the City of Grand Island.

- - -

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

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 11, 2011

Council Session

Item I2

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

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: October 11, 2011

Subject: I-2

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

Presenter(s): Brenda Sutherland, Human Resources Director

Background

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

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

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



and

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

FINANCE DEPARTMENT

October 1, 2011 through September 30, 2012

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AGREEMENT

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

PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The Union is hereby recognized as the Exclusive Bargaining Agent for the non-management employees of the Finance Department without regard to their membership or non-membership in said Union. Nothing contained in this "exclusive representation" provision shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to expiration of this Agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union as such exclusive bargaining agent during the term of this Agreement. Non-management employees of the Finance Department are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. CLASSES OF EMPLOYEES

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

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

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

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

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

ARTICLE II - HOURS OF WORK

A. WORK DAY

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

B. WORK WEEK

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

C. LUNCH PERIODS

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

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

D. CHANGES IN WORK SCHEDULE

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

E. OVERTIME

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

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

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

F. CALL-BACK PAY

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

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. RECOGNIZED HOLIDAYS

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

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

B. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday.

C. ELIGIBILITY FOR HOLIDAY PAY

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

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

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

E. PERSONAL DAY

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted on October 1st and must be used by the last full pay period in September. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1.

F. In lieu of a paid holiday for Arbor Day, the City will provide one annual personal leave day that will be granted on October 1st and must be used by the last full pay period in September. Personal Leave Days may be taken at any time and may be taken in one (1) hour

increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1.

ARTICLE IV - VACATIONS

A. ELIGIBILITY

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

B. AMOUNT AUTHORIZED

1. All employees will be eligible to take earned vacation after satisfactory completion of six (6) months of continuous service.

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

- h. All employees will be eligible to take twenty-one (21) days of vacation after twenty years of service and each year thereafter through the twenty-fourth year of service.
 - i. All employees will be eligible to take twenty-two (22) days of vacation after twenty-five years of service and each year of service thereafter.
- 2. An employee will earn a prorated portion of vacation leave for pay periods in which the employee is paid for less than sixty (60) hours, including paid leave.
- 3. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay subject to paragraph 2 above.
- 4. The amount of vacation leave debited shall be the exact number of days or hours an employee is scheduled to work when leave is utilized.

C. VACATION SCHEDULE

- 1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor. Vacations may be granted at the time requested by the employee. While all employees are encouraged to take two consecutive weeks of vacation each calendar year, when eligible, the City may grant shorter periods of vacation as needed or desired by employees.
- 2. Each employee shall take a minimum vacation of five consecutive days. In the event a holiday falls within the mandatory five day term, such holiday use will satisfy the mandatory term requirements.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

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

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

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

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

E. VACATION TIME CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus eighty (80) hours. Employees who have accrued vacation time in excess of this amount shall reduce their accrued vacation balance as follows:

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

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

ARTICLE V - MEDICAL LEAVE

A. WHEN AUTHORIZED FOR USE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental or optical examination or treatment.
3. When an employee is exposed to a contagious disease, or the employee's attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "Child" shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing "in loco parentis".
5. If an employee should be called upon to perform pallbearer service, Medical leave shall be granted to attend such funeral, including reasonable travel time, not to exceed five (5) days.
6. Upon the death of a member of the employee's family (spouse, children, parents, parent-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, grandmother, or grandfather) or a close friend, an employee may be allowed Medical leave for funeral purposes with approval of the Department Director and the Chief Administrative Officer.

B. ACCRUAL AND USE

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

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

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

3. Medical leave shall not be granted in advance of accrual.
4. Leave without pay may be granted for sickness extending beyond the earned credits.
5. After twelve continuous months of service, accrued vacation leave credits may be used for Medical leave when Medical leave credits have been exhausted.
6. The amount of Medical leave granted for necessary care of a sick member of an employee's immediate family or household shall not exceed thirty work days in any 12 month period.
7. The amount of Medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of days or hours an employee is scheduled to work when Medical leave is utilized, provided, that Medical leave shall be debited in no less than one-half (1/2) hour units.

C. PROOF OF ILLNESS

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

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. NOTIFICATION OF ILLNESS

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

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

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

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

ARTICLE VI - MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

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

B. PROCEDURE

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

C. FEES

Fees received for compensable witness or jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof. No employee shall receive witness fees paid from City funds.

ARTICLE VIII - LEAVE WITHOUT PAY

A. WHEN AUTHORIZED

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

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

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

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to his leave.
2. Vacation and Medical leave credits shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service.
4. Leave without pay for more than thirty days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to return to introductory period on return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered resignation.
6. When all available leave is exhausted.

ARTICLE IX - TEMPORARY DISABILITY LEAVE

A. POLICY

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

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date that disability begins.

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

employee when that employee has no other paid leave available.

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

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

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

3. While on leave of any nature, the total net compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's net salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

D. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

E. LIMITATION OF LEAVE

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

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused Medical leave as in the case of retirement.

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

F. LIGHT DUTY POLICY

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

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action.

B. AUTHORIZED LEAVE FORM

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

ARTICLE XI - PENSION AND RETIREMENT PLAN

A. COVERAGE

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

B. AMENDMENTS

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

ARTICLE XII - RATES OF PAY FOR WORK PERFORMED

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

A. 2011 - 2012 FISCAL YEAR

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

B. FUTURE CHANGES IN RATES OF PAY

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

C. PAY PLAN

1. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary.

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

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees shall be effective on the first day of a pay period falling on or immediately after such adjustment. The first classification anniversary following such adjustment shall be used for the computation of the merit step increases for employees advanced to Step 4 or higher.

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

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

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

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

ARTICLE XIII - EMPLOYEE RELATIONS

A. GENERAL

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

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join, or refrain from joining, this Union.

2. This Union shall not exert pressures on any employee to join it.

3. The Union shall continue the practice of non-discrimination in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.

4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, the Union steward may be present if the employee so requests.

C. DISCIPLINARY ACTION

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

ARTICLE XIV - GRIEVANCE PROCEDURE

A. PROCEDURE

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

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union. A work week shall be defined as Monday through Friday.

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

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

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

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

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

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

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

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

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

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

ii. Each party shall bear the expenses of its own arbitrator but the expenses of the third arbitrator shall be shared equally between the City and the Union.

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

iv. If the City raises the question as to whether a grievance may be arbitrated under this section, the Arbitration Board will not proceed under the assumption that the grievance, in fact, can be arbitrated but must specifically rule on such question with the reason given therefore as part of its written decision. The Arbitration Board may rule on the whether it can be arbitrated and the merits in the same hearing.

B. PRESENTATION

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

C. VIOLATION BY UNION

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

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

ARTICLE XV - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to non-union City employees under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

B. LIFE INSURANCE

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

C. DISCONTINUANCE OF INSURANCE

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

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

D. PROTECTIVE CLOTHING

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

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

E. MILEAGE PAID FOR USE OF PRIVATE VEHICLES

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

F. TRAVEL TIME REIMBURSEMENT

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

receive mileage and compensation consistent with Federal and State law.

G. MEDICAL INSURANCE COMMITTEE

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

ARTICLE XVI - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTERESTS OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its administrator, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the code of the City of Grand Island.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate the Utilities and Finance Departments and that all management rights repose in them, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

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

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the Union. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. PERSONNEL FUNCTIONS

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

F. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

G. MATTERS NOT MENTIONED

The rights of the employees are encompassed within this Agreement. Any and all matters not specifically mentioned in this Agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except No. 1) shall not be subject to grievance proceedings or negotiation during the life of this Agreement. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect hereafter not in conflict with this contract are by this reference made a part of this Agreement.

ARTICLE XVII - STRIKES AND LOCKOUTS

A. STRIKES

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The Union shall at all times keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without Union authorization, the Union shall notify the City of the facts involved with the incident. No employee may miss work because he or she fails or refuses to cross a picket line on any City premises. Any or all employees who violate any of the provisions of this Article without Union sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

The City will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XVIII - GENERAL PROVISIONS

A. SOLICITATION OF UNION BUSINESS

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

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

B. SOLICITATION FOR A NON-PROFIT ORGANIZATION

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

C. EMPLOYEE RIGHTS TO UNION MEMBERSHIP

The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

D. DEMOTION

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

E. BULLETIN BOARDS ON CITY PREMISES

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

- a. Meetings

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

F. SENIORITY, PROMOTION, LAYOFF - PROCEDURE

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

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

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

ARTICLE XIX - DURATION OF CONTRACT

A. RIGHTS ON TERMINATION

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

B. TERM

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

1. Either party may re-open this Agreement between October 1 and October 30 of any year in which the City does not adopt a budget statement and appropriation ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties. Negotiations shall be limited to rates of pay and fringe benefits and shall be completed by November 30. Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

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

ARTICLE XX - PAYROLL DEDUCTION OF UNION DUES

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

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

C. UNION CERTIFICATION

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

D. INDEMNIFICATION

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

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

ARTICLE XXI - SEVERABILITY

If any of the provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

B. INTERPRETATION

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

C. NEGOTIATIONS

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

ARTICLE XXIII - C. I. R. WAIVER

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

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

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, Local Union No. 1597

By _____
President, Local Union 1597

By _____
Vice President, Local Union 1597

CITY OF GRAND ISLAND, NEBRASKA

By _____
Jay Vavricek, Mayor

Attest _____
RaNae Edwards, City Clerk

IBEW Finance

Exhibit A

October 10, 2011

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

RESOLUTION 2011-308

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

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

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

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

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

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

- - -

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

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
September 13, 2011	<input type="checkbox"/>	City Attorney



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 15th and September 15th 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 1st 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

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodian-PCC 8005	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodian-PGS 8006	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Elc Undgr CrewC 8010	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Elc Dstrb CrewC 8011	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Eng Tech I 8020	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Eng Tech II 8025	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
GIS Coordinator 8030	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Instrument Tech 8035	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

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		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Linewrkr Appren 8040	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Lnwrk 1st Class 8045	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Materials Hndlr 8055	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Meter Tech 8060	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Pwr Dispatch I 8070	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Pwr Dispatch II 8075	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PP Maint Mch PGS 8080	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PP Maint Mch Brd 8081	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Pwr Plt Opr PGS 8090	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

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		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Material Hdl 8100	Hourly	25.1644	26.1379	27.1492	28.1996	29.2908	30.4241	31.6011	32.8236
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Pwr Dispatch 8105	Hourly	32.2133	33.7031	35.2618	36.8926	38.5988	40.3840	42.2517	44.2057
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Pwr Plt Oper 8110	Hourly	29.2327	30.2886	31.3828	32.5165	33.6910	34.9080	36.1690	37.4754
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Wtr Mtn Wrkr 8120	Hourly	20.4500	21.2700	22.1229	23.0098	23.9323	24.8919	25.8899	26.9280
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Eng Tech 8125	Hourly	28.3158	29.1446	29.9976	30.8755	31.7793	32.7094	33.6667	34.6522
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Substa Tech 8130	Hourly	34.4193	34.5956	34.7730	34.9512	35.1302	35.3103	35.4913	35.6731
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Substa Tech 8135	Hourly	31.8632	32.0408	32.2194	32.3991	32.5798	32.7616	32.9443	33.1281
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
System Tech-PCC 8140	Hourly	28.0805	29.0572	30.0677	31.1134	32.1955	33.3154	34.4741	35.6731
	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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
System Tech-PGS 8141	Hourly	28.0805	29.0572	30.0677	31.1134	32.1955	33.3154	34.4741	35.6731
	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

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Tree Trim Cr Ch	Hourly	25.1546	25.9450	26.7606	27.6015	28.4689	29.3637	30.2866	31.2384
	8145 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Pwr Plt Oper Bur	Hourly	29.6493	30.3026	30.9705	31.6529	32.3503	33.0633	33.7918	34.5364
	8150 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Utl Electrician	Hourly	25.2079	26.2111	27.2546	28.3393	29.4673	30.6402	31.8599	33.1281
	8155 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Tech PGS	Hourly	24.6204	25.8535	27.1400	28.4938	29.9144	31.4155	32.9836	34.6321
	8160 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Tech Burd	Hourly	24.6204	25.8535	27.1400	28.4938	29.9144	31.4155	32.9836	34.6321
	8161 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Wrhs Clerk	Hourly	18.1921	18.7463	19.3173	19.9059	20.5123	21.1372	21.7811	22.4447
	8165 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Water Main Wrkr	Hourly	17.0380	17.8456	18.6916	19.5776	20.5056	21.4776	22.4956	23.5619
	8175 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Wireworker I	Hourly	19.1407	20.1117	21.1321	22.2042	23.3307	24.5142	25.7580	27.0649
	8180 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Wireworker II	Hourly	26.5428	27.1868	27.8464	28.5222	29.2142	29.9228	30.6489	31.3925
	8185 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.

- -

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



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

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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.
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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. Employee s 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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
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	<input checked="" type="checkbox"/>	_____ September 13, 2011	<input checked="" type="checkbox"/>	City Attorney
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City of Grand Island

Tuesday, October 11, 2011

Council Session

Item J1

Approving Payment of Claims for the Period of September 28, 2011 through October 11, 2011

The Claims for the period of September 28, 2011 through October 11, 2011 for a total amount of \$4,076,452.27. A MOTION is in order.

Staff Contact: Jaye Monter