



City of Grand Island

Tuesday, August 28, 2012

Council Session

Item I1

**#2012-234 - Consideration of Approving Contracts with IBEW
Local 1597 – Wastewater, Service/Clerical, Finance, and Utilities**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: August 28, 2012

Subject: Consideration of Approving Contracts with IBEW, Local No. 1597 - Wastewater Treatment, Service/Clerical, Finance and Utilities

Item #'s: I-1

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Employees in many City departments currently work under the conditions outlined in the labor agreements between the City of Grand Island and the I.B.E.W. Local No. 1597, Union. There are currently four labor agreements with IBEW and they cover employees in the Finance, Utilities, Wastewater Treatment Plant and Service/Clerical groups which represent approximately 216 employees. The current labor agreements will expire as of midnight September 30, 2012. The City's negotiating team and IBEW's negotiating team met to negotiate the terms of a new agreement for the four groups. The negotiations were handled in good faith with both parties focused on a fair contract.

Discussion

The four proposed labor agreements have very few changes in them. All four will run from 10/01/12 through 09/30/14. The agreements specify a 2% wage increase for all positions represented by the labor agreements in October 2012 and a 2.75% wage increase for the same positions in October 2013.

The Finance and Utilities agreements will now better define who is covered under "household" for medical leave usage. All four labor agreements will observe the same bereavement leave that non-union employees have and will therefore not use medical leave banks for this purpose or pallbearer services. Bilingual pay was added to the Wastewater Treatment Plant agreement which is another common benefit in the City. Employees may qualify for a \$1,000 per year stipend if their department director deems the second language a benefit to the department and they show proficiency in the second language during annual testing. The Utilities and Finance labor agreements have language added to provide reimbursement for fire retardant clothing (F.R.) for those

employees required to wear it. Employees required to wear full F.R. clothing may be reimbursed up to \$600 per year to purchase or rent F.R. clothing and employees required to wear partial F.R. clothing may be reimbursed up to \$350 to rent or purchase the same. The financial impact of the proposed wage increases will be approximately a \$270,000 increase over current wages in year one and approximately a \$384,000 increase in year two.

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

Recommend the approval of the four labor agreements between the City of Grand Island and I.B.E.W., Local No. 1597 with respect to the employees covered under the Finance, Utilities, Wastewater Treatment Plant and Service/Clerical labor agreements.

Sample Motion

Move to approve labor agreements between the City of Grand Island and I.B.E.W., Local No. 1597 for employees covered under the Finance, Utilities, Wastewater Treatment Plant and Service/Clerical labor agreements.



and

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

FINANCE DEPARTMENT

October 1, 2012 through September 30, 2014

AGREEMENT

THIS AGREEMENT, dated this _____ day of August 2012, 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, 2012 to September 30, 2014.

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.

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". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.

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.

G. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar

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

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. 2012 - 2013 FISCAL YEAR

Rates of pay for the period October 1, 2012 through September 30, 2013 for work performed in the various classes of work under this agreement shall be adjusted by 2% as set forth in Exhibit "A", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2012.

B. 2013 – 2014 FISCAL YEAR

Rates of pay for the period October 1, 2013 through September 30, 2014 for work performed in the various classes of work under this agreement shall be adjust by 2.75% as set forth in Exhibit "B", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2013.

C. 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.

D. 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.

Employees who are required to wear fire retardant clothing will be eligible for an annual stipend to purchase or rent required uniforms as set forth below. The employee will be reimbursed for said purchases with a receipt that shows proof of purchase.

Personnel Requiring Full F.R.

- Year 1 and every subsequent year: \$600
- Employees may purchase and/or rent F.R. clothing and F.R. winter gear using the allowance.

Personnel Requiring Partial F.R.

- Year 1 and every subsequent year: \$350
- Employees may purchase and/or rent F.R. clothing and or F.R. winter gear using the allowance.

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, 2014, 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, 2012 through September 30, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of August 2012.

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

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Accounting Clerk 7010	Hourly	14.9673	15.5783	16.2144	16.8764	17.5654	18.2827	19.0292	19.8062
	BiWeekly	1,197.38	1,246.26	1,297.15	1,350.11	1,405.23	1,462.62	1,522.34	1,584.50
	Monthly	2,594.32	2,700.23	2,810.49	2,925.24	3,044.67	3,169.01	3,298.40	3,433.08
	Annual	31,131.88	32,402.76	33,725.90	35,102.86	36,535.98	38,028.12	39,580.84	41,197.00
Cashier 7012	Hourly	13.7374	14.3584	15.0075	15.6857	16.3946	17.1356	17.9101	18.7196
	BiWeekly	1,098.99	1,148.67	1,200.60	1,254.86	1,311.57	1,370.85	1,432.81	1,497.57
	Monthly	2,381.15	2,488.79	2,601.30	2,718.86	2,841.74	2,970.18	3,104.42	3,244.74
	Annual	28,573.74	29,865.42	31,215.60	32,626.36	34,100.82	35,642.10	37,253.06	38,936.82
Meter Reader 7025	Hourly	16.0618	16.6826	17.3275	17.9972	18.6927	19.4152	20.1655	20.9450
	BiWeekly	1,284.94	1,334.61	1,386.20	1,439.78	1,495.42	1,553.22	1,613.24	1,675.60
	Monthly	2,784.04	2,891.66	3,003.43	3,119.52	3,240.08	3,365.31	3,495.35	3,630.47
	Annual	33,408.44	34,699.86	36,041.20	37,434.28	38,880.92	40,383.72	41,944.24	43,565.60
Sr Acctg Clerk 7030	Hourly	16.8236	17.4849	18.1725	18.8871	19.6297	20.4015	21.2039	22.0375
	BiWeekly	1,345.89	1,398.79	1,453.80	1,510.97	1,570.38	1,632.12	1,696.31	1,763.00
	Monthly	2,916.10	3,030.71	3,149.90	3,273.77	3,402.49	3,536.26	3,675.34	3,819.83
	Annual	34,993.14	36,368.54	37,798.80	39,285.22	40,829.88	42,435.12	44,104.06	45,838.00
Sr Meter Reader 7035	Hourly	19.0229	19.4941	19.9772	20.4722	20.9795	21.4993	22.0320	22.5779
	BiWeekly	1,521.83	1,559.53	1,598.18	1,637.78	1,678.36	1,719.94	1,762.56	1,806.23
	Monthly	3,297.30	3,378.98	3,462.72	3,548.52	3,636.45	3,726.54	3,818.88	3,913.50
	Annual	39,567.58	40,547.78	41,552.68	42,582.28	43,637.36	44,718.44	45,826.56	46,961.98

IBEW - FINANCE

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Accounting Clerk 7010	Hourly	15.3789	16.0067	16.6603	17.3405	18.0484	18.7855	19.5525	20.3509
	BiWeekly	1,230.31	1,280.54	1,332.82	1,387.24	1,443.87	1,502.84	1,564.20	1,628.07
	Monthly	2,665.67	2,774.50	2,887.78	3,005.69	3,128.39	3,256.15	3,389.10	3,527.49
	Annual	31,988.06	33,294.04	34,653.32	36,068.24	37,540.62	39,073.84	40,669.20	42,329.82
Cashier 7012	Hourly	14.1152	14.7533	15.4202	16.1171	16.8455	17.6068	18.4026	19.2344
	BiWeekly	1,129.22	1,180.26	1,233.62	1,289.37	1,347.64	1,408.54	1,472.21	1,538.75
	Monthly	2,446.64	2,557.23	2,672.84	2,793.64	2,919.89	3,051.84	3,189.79	3,333.96
	Annual	29,359.72	30,686.76	32,074.12	33,523.62	35,038.64	36,622.04	38,277.46	40,007.50
Meter Reader 7025	Hourly	16.5035	17.1414	17.8040	18.4921	19.2067	19.9491	20.7201	21.5210
	BiWeekly	1,320.28	1,371.31	1,424.32	1,479.37	1,536.54	1,595.93	1,657.61	1,721.68
	Monthly	2,860.61	2,971.17	3,086.03	3,205.30	3,329.17	3,457.85	3,591.49	3,730.31
	Annual	34,327.28	35,654.06	37,032.32	38,463.62	39,950.04	41,494.18	43,097.86	44,763.68
Sr Acctg Clerk 7030	Hourly	17.2862	17.9657	18.6722	19.4065	20.1695	20.9625	21.7870	22.6435
	BiWeekly	1,382.90	1,437.26	1,493.78	1,552.52	1,613.56	1,677.00	1,742.96	1,811.48
	Monthly	2,996.28	3,114.06	3,236.52	3,363.79	3,496.05	3,633.50	3,776.41	3,924.87
	Annual	35,955.40	37,368.76	38,838.28	40,365.52	41,952.56	43,602.00	45,316.96	47,098.48
Sr Meter Reader 7035	Hourly	19.5460	20.0302	20.5266	21.0352	21.5564	22.0905	22.6379	23.1988
	BiWeekly	1,563.68	1,602.42	1,642.13	1,682.82	1,724.51	1,767.24	1,811.03	1,855.90
	Monthly	3,387.97	3,471.91	3,557.95	3,646.11	3,736.44	3,829.02	3,923.90	4,021.12
	Annual	40,655.68	41,662.92	42,695.38	43,753.32	44,837.26	45,948.24	47,086.78	48,253.40



and

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

SERVICE/CLERICAL

October 1, 2012 through September 30, 2014

AGREEMENT

THIS AGREEMENT, dated this ____ day of August, 2012, by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, 2012 through and including September 30, 2014.

PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

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

B. EMPLOYEE CLASSIFICATIONS

Administrative Assistant (Fire, Public Works, Utilities)
Accounting Technician (Streets)
Accounts Payable Clerk
Audio Video Technician
Building Inspector
Public Safety Dispatcher
Community Development Administrator
Community Development Specialist
Computer Programmer
Computer Operator
Computer Technician
Custodian (Police)
Electrical Inspector
Emergency Management Coordinator

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

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

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

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

B. REST PERIODS

Employees may take a 15-minute rest period during the approximate middle of each one-half (1/2) work day; provided, however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods.

C. SHIFT DIFFERENTIAL

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

Public Safety Dispatcher

D. OVERTIME AND COMPENSATORY TIME

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

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

3. This article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

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

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

E. CALL-BACK PAY

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

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

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

B. HOLIDAY PAY AND HOLIDAY ON PAY

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

C. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; except, if you work in a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

D. ELIGIBILITY FOR HOLIDAY PAY

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

E. PERSONAL DAY

Four (4) personal leave days will be given to employees each contract year. One personal leave day 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 (2) personal leave days, the City will provide two (2) annual personal leave days that will be granted on October 1st and must be used by September 15th. Personal leave days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

ARTICLE IV – VACATIONS

A. ELIGIBILITY

All full-time regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one half (1/2) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

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

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 a leave of absence without pay.

C. VACATION SCHEDULE

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

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

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

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

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

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

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

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year plus eighty (80) hours.

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 (80) hours of medical leave per year to care for immediate family members.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.

7. Leave without pay may be granted for sickness extending beyond the earned credits.

8. After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.

9. Medical leave shall not continue to accrue while an employee is on unpaid leave.

10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized; provided, that medical leave shall be debited in no less than one-half (½) hour units.

C. PROOF OF ILLNESS

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

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate medical leave to a maximum of one thousand eighty-four (1084) hours.

2. All employees shall be paid forty percent (40%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

3. All employees shall be paid forty percent (40%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it

was reasonably possible to do so, no medical leave shall be approved. Upon return to work, the employee shall submit a leave form to his or her supervisor.

G. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations and amendments thereto.

H. USE OF BEREAVEMENT LEAVE

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

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

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

B. PROCEDURE

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty.

C. FEES

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

ARTICLE VIII - LEAVE WITHOUT PAY

A. PROCEDURE

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

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

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

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

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

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

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

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

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

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

6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE IX – LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS

A. POLICY

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

B. DEFINITIONS

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

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

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

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

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

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

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

D. SUBROGATION

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

E. LIMITATION OF LEAVE

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

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

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

F. LIGHT DUTY POLICY

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

G. WORKER'S COMPENSATION AND FMLA

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

H. LEAVE NOT CUMULATIVE

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

I. DRUG TEST FOR CAUSE

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

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned unless waived by the City.

B. LEAVE FORM

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

ARTICLE XI - PENSION RETIREMENT PLAN

A. PENSION

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

ARTICLE XII - SENIORITY

A. SENIORITY

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

2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

3. After an employee satisfactorily completes his or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.

5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment.

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

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

A determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees

within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

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

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

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. SURVEY

1. The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Salina, Kansas; Hastings, Nebraska; Kearney, Nebraska; Council Bluffs, Iowa; and North Platte, Nebraska. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

B. CONTRACT YEAR 2012 – 2013

Rates of pay for the period October 1, 2012 to September 30, 2013 for work performed in the various classes of work under this agreement shall be increased by 2% and are set out in attached Exhibit "A". The pay ranges will be implemented the first full pay period on or after October 1, 2012.

C. CONTRACT YEAR 2013 - 2014

Rates of pay for the period October 1, 2013 to September 30, 2014 for work performed in the various classes of work under this agreement shall be increased by 2.75% and are set out in attached Exhibit "B". The pay ranges will be implemented the first full pay period on or after October 1, 2013.

D. FUTURE CHANGES AND RATE OF PAY

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

E. PAY PLAN

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

Step 1	Entry Level
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 (6) months, unless otherwise extended by the Department Director.

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

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

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

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

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee may request representation from the Union.

C. DISCIPLINE PROCEDURES

Chapters 1, 2 and 3 of the City Personnel Rules in effect as of 10/1/2011 and as may be amended if agreed to by both parties, shall apply to all disciplinary procedures for members of this bargaining unit. In the case of suspension without pay, demotion, or termination, the employee or the Union may request non-binding arbitration as set forth below if they are dissatisfied with the Mayor's determination if a Mayoral hearing is requested as outlined in the Personnel Rules.

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

1. As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute within thirty (30) calendar days after the final meeting concerning the dispute. The decision by the Arbitrator shall be non-binding on the parties thereto.
2. In each case submitted to the Arbitrator, the Arbitrator shall make written findings setting forth the reasons for his/her decision, referring to the express

provision of the Agreement interpreted and applied, the manner in which either party failed to perform such provision and the decision by the Arbitrator as to how it should be performed in accordance with the terms of this Agreement.

D. EXPENSES OF ARBITRATION

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

ARTICLE XV – GRIEVANCE PROCEDURE

The City and the Union will resolve complaints or grievances arising from the application of the provisions of this Agreement, through duly accredited representatives of the City and the Union. The representatives of the City shall include at least one official, and the representatives of the Union shall include at least one employee member.

A. PROCEDURE

1. Each employee on their own or through their union representative may present a grievance to their immediate supervisor who will respond in writing within five (5) working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.
2. If the employee or union 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 five (5) working days.
3. In the event that the employee or union is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within five (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.
4. Either the Union or the City may exercise their right to litigate their claim in District Court.

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 five (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 five (5) working days.

ARTICLE XVI - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

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

An employee who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

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

B. CAFETERIA PLAN

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

C. LIFE INSURANCE

The City will provide a life insurance policy for the employees at a level of Fifty Thousand and No/100 Dollars (\$50,000.00). The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty (60) days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material

posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

E. SAFETY COMMITTEE

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

F. TRAVEL TIME REIMBURSEMENT

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

G. TUITION AND BOOK REIMBURSEMENT PROGRAM

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties within the confine stated below:

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

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

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

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

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of "B" or higher

will qualify for reimbursement at 100% of the amount allowed and a grade of “C” to “B-“ will qualify for 85% of the allowed amount.

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

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

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

6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

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

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid One Thousand and No/100 Dollars (\$1,000.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

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

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

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

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

ARTICLE XVII - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTEREST OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. Discipline or discharge for matters arising under this agreement or the City's Personnel Rules and Regulations.
- b. Direct the work force.
- c. Hire, assign, or transfer employees.
- d. Determine the mission of the City.
- e. Determine the methods, means, number of personnel needed to carry out the City's mission.
- f. Introduce new or improved methods or facilities.
- g. Change existing methods or facilities.
- h. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.
- j. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignment.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except No. 1, covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

F. INDUSTRIAL RELATIONS

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

G. PERSONNEL FUNCTIONS

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

H. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XVIII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

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

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

5. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

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

ARTICLE XIX - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.

2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XX - DURATION OF CONTRACT

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

2. This agreement shall continue in full force and effect until Midnight on September 30, 2014.

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

ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City will not withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

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

C. UNION CERTIFICATION

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

D. INDEMNIFICATION

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

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

ARTICLE XXII- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

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

ARTICLE XXIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

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

B. INTERPRETATION

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

C. NEGOTIATIONS

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

ARTICLE XXIV - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2012 through September 30, 2014.

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 No. 1597

BY _____
PRESIDENT LOCAL No. 1597

Dated _____

CHIEF STEWARD LOCAL No. 1597

IBEW - SERVICE/CLERICAL

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Accounting Tech 1005	Hourly	15.8461	16.5131	17.2084	17.9329	18.6878	19.4747	20.2945	21.1529
	BiWeekly	1,267.69	1,321.05	1,376.67	1,434.63	1,495.02	1,557.98	1,623.56	1,692.23
	Monthly	2,746.66	2,862.28	2,982.79	3,108.37	3,239.21	3,375.62	3,517.71	3,666.50
	Annual	32,959.94	34,347.30	35,793.42	37,300.38	38,870.52	40,507.48	42,212.56	43,997.98
Admin Asst - Fire 1010	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
Admin Asst - PW 1012	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
Admin Asst - Util 1015	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
Audio Video Tech 1020	Hourly	15.7825	16.5780	17.4135	18.2912	19.2131	20.1814	21.1986	22.2650
	BiWeekly	1,262.60	1,326.24	1,393.08	1,463.30	1,537.05	1,614.51	1,695.89	1,781.20
	Monthly	2,735.63	2,873.52	3,018.34	3,170.48	3,330.28	3,498.11	3,674.43	3,859.27
	Annual	32,827.60	34,482.24	36,220.08	38,045.80	39,963.30	41,977.26	44,093.14	46,311.20
Building Inspector 1025	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
Building Secretary 1030	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
Pblc Sfty Dispatcher 1035	Hourly	14.8292	15.6540	16.5247	17.4437	18.4141	19.4382	20.5194	21.6612
	BiWeekly	1,186.34	1,252.32	1,321.98	1,395.50	1,473.13	1,555.06	1,641.55	1,732.90
	Monthly	2,570.40	2,713.36	2,864.29	3,023.58	3,191.78	3,369.30	3,556.69	3,754.62
	Annual	30,844.84	32,560.32	34,371.48	36,283.00	38,301.38	40,431.56	42,680.30	45,055.40
Pblc Sfty Dispatcher/911 1037	Hourly	14.8292	15.6540	16.5247	17.4437	18.4141	19.4382	20.5194	21.6612
	BiWeekly	1,186.34	1,252.32	1,321.98	1,395.50	1,473.13	1,555.06	1,641.55	1,732.90
	Monthly	2,570.40	2,713.36	2,864.29	3,023.58	3,191.78	3,369.30	3,556.69	3,754.62
	Annual	30,844.84	32,560.32	34,371.48	36,283.00	38,301.38	40,431.56	42,680.30	45,055.40
Comm Devlp Admin 1040	Hourly	17.0325	17.9393	18.8943	19.9003	20.9598	22.0758	23.2509	24.4895
	BiWeekly	1,362.60	1,435.14	1,511.54	1,592.02	1,676.78	1,766.06	1,860.07	1,959.16
	Monthly	2,952.30	3,109.47	3,275.00	3,449.38	3,633.02	3,826.46	4,030.15	4,244.85
	Annual	35,427.60	37,313.64	39,300.04	41,392.52	43,596.28	45,917.56	48,361.82	50,938.16

IBEW - SERVICE/CLERICAL

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Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Comm Devlp Spec 1042	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
Computer Operator 1045	Hourly	18.9920	19.7487	20.5357	21.3539	22.2047	23.0894	24.0095	24.9662
	BiWeekly	1,519.36	1,579.90	1,642.86	1,708.31	1,776.38	1,847.15	1,920.76	1,997.30
	Monthly	3,291.95	3,423.12	3,559.53	3,701.34	3,848.82	4,002.16	4,161.65	4,327.48
	Annual	39,503.36	41,077.40	42,714.36	44,416.06	46,185.88	48,025.90	49,939.76	51,929.80
Cmp Programmer AS400 1050	Hourly	21.6612	22.8764	24.1598	25.5151	26.9467	28.4584	30.0548	31.7452
	BiWeekly	1,732.90	1,830.11	1,932.78	2,041.21	2,155.74	2,276.67	2,404.38	2,539.62
	Monthly	3,754.62	3,965.24	4,187.69	4,422.62	4,670.77	4,932.79	5,209.49	5,502.51
	Annual	45,055.40	47,582.86	50,252.28	53,071.46	56,049.24	59,193.42	62,513.88	66,030.12
Cmp Programmer-Mcrsft 1052	Hourly	21.6612	22.8764	24.1598	25.5151	26.9467	28.4584	30.0548	31.7452
	BiWeekly	1,732.90	1,830.11	1,932.78	2,041.21	2,155.74	2,276.67	2,404.38	2,539.62
	Monthly	3,754.62	3,965.24	4,187.69	4,422.62	4,670.77	4,932.79	5,209.49	5,502.51
	Annual	45,055.40	47,582.86	50,252.28	53,071.46	56,049.24	59,193.42	62,513.88	66,030.12
Computer Tech 1055	Hourly	19.5618	20.3414	21.1519	21.9948	22.8711	23.7824	24.7302	25.7156
	BiWeekly	1,564.94	1,627.31	1,692.15	1,759.58	1,829.69	1,902.59	1,978.42	2,057.25
	Monthly	3,390.70	3,525.84	3,666.33	3,812.42	3,964.33	4,122.28	4,286.58	4,457.38
	Annual	40,688.44	42,310.06	43,995.90	45,749.08	47,571.94	49,467.34	51,438.92	53,488.50
Elec Inspector 1065	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
Emer Mgm Coordinator 1070	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
Engineering Tech - PW 1075	Hourly	20.0830	21.0941	22.1562	23.2718	24.4436	25.6742	26.9670	28.3238
	BiWeekly	1,606.64	1,687.53	1,772.50	1,861.74	1,955.49	2,053.94	2,157.36	2,265.90
	Monthly	3,481.05	3,656.32	3,840.42	4,033.77	4,236.90	4,450.20	4,674.28	4,909.45
	Annual	41,772.64	43,875.78	46,085.00	48,405.24	50,842.74	53,402.44	56,091.36	58,913.40
Evidence Tech 1080	Hourly	14.6068	15.4234	16.2855	17.1960	18.1572	19.1722	20.2438	21.3752
	BiWeekly	1,168.54	1,233.87	1,302.84	1,375.68	1,452.58	1,533.78	1,619.50	1,710.02
	Monthly	2,531.84	2,673.39	2,822.82	2,980.64	3,147.26	3,323.19	3,508.92	3,705.04
	Annual	30,382.04	32,080.62	33,873.84	35,767.68	37,767.08	39,878.28	42,107.00	44,460.52
Finance Secretary 1085	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24

IBEW - SERVICE/CLERICAL

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Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
GIS Coordinator 1090	Hourly	22.2676	23.3717	24.5306	25.7468	27.0236	28.3634	29.7698	31.2460
	BiWeekly	1,781.41	1,869.74	1,962.45	2,059.74	2,161.89	2,269.07	2,381.58	2,499.68
	Monthly	3,859.72	4,051.10	4,251.98	4,462.77	4,684.10	4,916.32	5,160.09	5,415.97
	Annual	46,316.66	48,613.24	51,023.70	53,553.24	56,209.14	58,995.82	61,921.08	64,991.68
Maint Wrkr I - Bldg 1095	Hourly	15.3482	16.0266	16.7351	17.4748	18.2472	19.0537	19.8958	20.7715
	BiWeekly	1,227.86	1,282.13	1,338.81	1,397.98	1,459.78	1,524.30	1,591.66	1,661.72
	Monthly	2,660.36	2,777.95	2,900.76	3,028.96	3,162.86	3,302.65	3,448.60	3,600.39
	Annual	31,924.36	33,335.38	34,809.06	36,347.48	37,954.28	39,631.80	41,383.16	43,204.72
Maint Wrkr I - Library 1098	Hourly	15.3482	16.0266	16.7351	17.4748	18.2472	19.0537	19.8958	20.7715
	BiWeekly	1,227.86	1,282.13	1,338.81	1,397.98	1,459.78	1,524.30	1,591.66	1,661.72
	Monthly	2,660.36	2,777.95	2,900.76	3,028.96	3,162.86	3,302.65	3,448.60	3,600.39
	Annual	31,924.36	33,335.38	34,809.06	36,347.48	37,954.28	39,631.80	41,383.16	43,204.72
Maint Wrkr II - Bldg 1100	Hourly	16.1744	16.8925	17.6426	18.4259	19.2441	20.0986	20.9909	21.9260
	BiWeekly	1,293.95	1,351.40	1,411.41	1,474.07	1,539.53	1,607.89	1,679.27	1,754.08
	Monthly	2,803.56	2,928.03	3,058.06	3,193.82	3,335.65	3,483.76	3,638.42	3,800.51
	Annual	33,642.70	35,136.40	36,696.66	38,325.82	40,027.78	41,805.14	43,661.02	45,606.08
Maint Wrkr II - Police 1101	Hourly	16.1744	16.8925	17.6426	18.4259	19.2441	20.0986	20.9909	21.9260
	BiWeekly	1,293.95	1,351.40	1,411.41	1,474.07	1,539.53	1,607.89	1,679.27	1,754.08
	Monthly	2,803.56	2,928.03	3,058.06	3,193.82	3,335.65	3,483.76	3,638.42	3,800.51
	Annual	33,642.70	35,136.40	36,696.66	38,325.82	40,027.78	41,805.14	43,661.02	45,606.08
Parks & Rec Secretary 1105	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
Planning Secretary 1110	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
Planning Tech 1115	Hourly	20.1433	21.1538	22.2067	23.3156	24.4808	25.7020	26.9933	28.3407
	BiWeekly	1,611.46	1,692.30	1,776.54	1,865.25	1,958.46	2,056.16	2,159.46	2,267.26
	Monthly	3,491.50	3,666.65	3,849.17	4,041.38	4,243.33	4,455.01	4,678.83	4,912.40
	Annual	41,897.96	43,999.80	46,190.04	48,496.50	50,919.96	53,460.16	56,145.96	58,948.76
Plans Examiner 1120	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
Plumbing Insp - Bckfl 1125	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66

IBEW - SERVICE/CLERICAL

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Plumbing Insp - Bldg 1127	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
Police Records Clerk 1130	Hourly	13.1344	13.7702	14.4367	15.1355	15.8680	16.6360	17.4413	18.2824
	BiWeekly	1,050.75	1,101.62	1,154.94	1,210.84	1,269.44	1,330.88	1,395.30	1,462.59
	Monthly	2,276.63	2,386.84	2,502.37	2,623.49	2,750.45	2,883.57	3,023.15	3,168.95
	Annual	27,319.50	28,642.12	30,028.44	31,481.84	33,005.44	34,602.88	36,277.80	38,027.34
Accts Payable Clerk 1135	Hourly	15.0304	15.8452	16.7040	17.6093	18.5637	19.5699	20.6306	21.7460
	BiWeekly	1,202.43	1,267.62	1,336.32	1,408.74	1,485.10	1,565.59	1,650.45	1,739.68
	Monthly	2,605.27	2,746.51	2,895.36	3,052.27	3,217.72	3,392.11	3,575.98	3,769.31
	Annual	31,263.18	32,958.12	34,744.32	36,627.24	38,612.60	40,705.34	42,911.70	45,231.68
Shooting Range Oper 1140	Hourly	20.3795	21.2844	22.2295	23.2165	24.2474	25.3239	26.4484	27.6247
	BiWeekly	1,630.36	1,702.75	1,778.36	1,857.32	1,939.79	2,025.91	2,115.87	2,209.98
	Monthly	3,532.45	3,689.29	3,853.11	4,024.19	4,202.88	4,389.47	4,584.39	4,788.29
	Annual	42,389.36	44,271.50	46,237.36	48,290.32	50,434.54	52,673.66	55,012.62	57,459.48
Stormwater Tech 1145	Hourly	20.0830	21.0941	22.1562	23.2718	24.4436	25.6742	26.9670	28.3238
	BiWeekly	1,606.64	1,687.53	1,772.50	1,861.74	1,955.49	2,053.94	2,157.36	2,265.90
	Monthly	3,481.05	3,656.32	3,840.42	4,033.77	4,236.90	4,450.20	4,674.28	4,909.45
	Annual	41,772.64	43,875.78	46,085.00	48,405.24	50,842.74	53,402.44	56,091.36	58,913.40
Util Secretary - Admin 1150	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
Util Secretary - Burdick 1152	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
Util Secretary - PCC 1155	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
Util Secretary - PGS 1157	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24

IBEW - SERVICE/CLERICAL

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Accounting Tech 1005	Hourly	16.2819	16.9672	17.6816	18.4261	19.2017	20.0103	20.8526	21.7346
	BiWeekly	1,302.55	1,357.38	1,414.53	1,474.09	1,536.14	1,600.82	1,668.21	1,738.77
	Monthly	2,822.19	2,940.99	3,064.82	3,193.86	3,328.30	3,468.44	3,614.46	3,767.34
	Annual	33,866.30	35,291.88	36,777.78	38,326.34	39,939.64	41,621.32	43,373.46	45,208.02
Admin Asst - Fire 1010	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
Admin Asst - PW 1012	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
Admin Asst - Util 1015	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
Audio Video Tech 1020	Hourly	16.2165	17.0339	17.8924	18.7942	19.7415	20.7364	21.7816	22.8773
	BiWeekly	1,297.32	1,362.71	1,431.39	1,503.54	1,579.32	1,658.91	1,742.53	1,830.18
	Monthly	2,810.86	2,952.54	3,101.35	3,257.67	3,421.86	3,594.31	3,775.48	3,965.39
	Annual	33,730.32	35,430.46	37,216.14	39,092.04	41,062.32	43,131.66	45,305.78	47,584.68
Building Inspector 1025	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
Building Secretary 1030	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
Pblc Sfty Dispatcher 1035	Hourly	15.2370	16.0845	16.9791	17.9234	18.9205	19.9728	21.0837	22.2569
	BiWeekly	1,218.96	1,286.76	1,358.33	1,433.87	1,513.64	1,597.82	1,686.70	1,780.55
	Monthly	2,641.08	2,787.98	2,943.05	3,106.72	3,279.55	3,461.94	3,654.52	3,857.86
	Annual	31,692.96	33,455.76	35,316.58	37,280.62	39,354.64	41,543.32	43,854.20	46,294.30
Pblc Sfty Dispatcher/911 1037	Hourly	15.2370	16.0845	16.9791	17.9234	18.9205	19.9728	21.0837	22.2569
	BiWeekly	1,218.96	1,286.76	1,358.33	1,433.87	1,513.64	1,597.82	1,686.70	1,780.55
	Monthly	2,641.08	2,787.98	2,943.05	3,106.72	3,279.55	3,461.94	3,654.52	3,857.86
	Annual	31,692.96	33,455.76	35,316.58	37,280.62	39,354.64	41,543.32	43,854.20	46,294.30
Comm Devlp Admin 1040	Hourly	17.5009	18.4326	19.4139	20.4476	21.5362	22.6829	23.8903	25.1630
	BiWeekly	1,400.07	1,474.61	1,553.11	1,635.81	1,722.90	1,814.63	1,911.22	2,013.04
	Monthly	3,033.49	3,194.99	3,365.07	3,544.26	3,732.95	3,931.70	4,140.98	4,361.59
	Annual	36,401.82	38,339.86	40,380.86	42,531.06	44,795.40	47,180.38	49,691.72	52,339.04

IBEW - SERVICE/CLERICAL

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Comm Devlp Spec 1042	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
Computer Operator 1045	Hourly	19.5143	20.2918	21.1004	21.9411	22.8153	23.7244	24.6698	25.6528
	BiWeekly	1,561.14	1,623.34	1,688.03	1,755.29	1,825.22	1,897.95	1,973.58	2,052.22
	Monthly	3,382.47	3,517.24	3,657.40	3,803.13	3,954.64	4,112.23	4,276.09	4,446.48
	Annual	40,589.64	42,206.84	43,888.78	45,637.54	47,455.72	49,346.70	51,313.08	53,357.72
Cmp Programmer AS400 1050	Hourly	22.2569	23.5055	24.8242	26.2168	27.6877	29.2410	30.8813	32.6182
	BiWeekly	1,780.55	1,880.44	1,985.94	2,097.34	2,215.02	2,339.28	2,470.50	2,609.46
	Monthly	3,857.86	4,074.29	4,302.87	4,544.24	4,799.21	5,068.44	5,352.75	5,653.83
	Annual	46,294.30	48,891.44	51,634.44	54,530.84	57,590.52	60,821.28	64,233.00	67,845.96
Cmp Programmer-Mcrrsft 1052	Hourly	22.2569	23.5055	24.8242	26.2168	27.6877	29.2410	30.8813	32.6182
	BiWeekly	1,780.55	1,880.44	1,985.94	2,097.34	2,215.02	2,339.28	2,470.50	2,609.46
	Monthly	3,857.86	4,074.29	4,302.87	4,544.24	4,799.21	5,068.44	5,352.75	5,653.83
	Annual	46,294.30	48,891.44	51,634.44	54,530.84	57,590.52	60,821.28	64,233.00	67,845.96
Computer Tech 1055	Hourly	20.0997	20.9008	21.7336	22.5997	23.5001	24.4364	25.4103	26.4228
	BiWeekly	1,607.98	1,672.06	1,738.69	1,807.98	1,880.01	1,954.91	2,032.82	2,113.82
	Monthly	3,483.96	3,622.80	3,767.16	3,917.29	4,073.36	4,235.64	4,404.44	4,579.94
	Annual	41,807.48	43,473.56	45,205.94	47,007.48	48,880.26	50,827.66	52,853.32	54,959.32
Elec Inspector 1065	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
Emer Mgm Coordinator 1070	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
Engineering Tech - PW 1075	Hourly	20.6353	21.6742	22.7655	23.9118	25.1158	26.3802	27.7086	29.1027
	BiWeekly	1,650.82	1,733.94	1,821.24	1,912.94	2,009.26	2,110.42	2,216.69	2,328.22
	Monthly	3,576.78	3,756.87	3,946.02	4,144.70	4,353.40	4,572.58	4,802.83	5,044.48
	Annual	42,921.32	45,082.44	47,352.24	49,736.44	52,240.76	54,870.92	57,633.94	60,533.72
Evidence Tech 1080	Hourly	15.0085	15.8475	16.7334	17.6689	18.6565	19.6994	20.8005	21.9630
	BiWeekly	1,200.68	1,267.80	1,338.67	1,413.51	1,492.52	1,575.95	1,664.04	1,757.04
	Monthly	2,601.47	2,746.90	2,900.45	3,062.61	3,233.79	3,414.56	3,605.42	3,806.92
	Annual	31,217.68	32,962.80	34,805.42	36,751.26	38,805.52	40,974.70	43,265.04	45,683.04
Finance Secretary 1085	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24

IBEW - SERVICE/CLERICAL

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
GIS Coordinator 1090	Hourly	22.8800	24.0144	25.2052	26.4548	27.7667	29.1434	30.5885	32.1053
	BiWeekly	1,830.40	1,921.15	2,016.42	2,116.38	2,221.34	2,331.47	2,447.08	2,568.42
	Monthly	3,965.87	4,162.49	4,368.91	4,585.49	4,812.90	5,051.52	5,302.01	5,564.91
	Annual	47,590.40	49,949.90	52,426.92	55,025.88	57,754.84	60,618.22	63,624.08	66,778.92
Maint Wrkr I - Bldg 1095	Hourly	15.7703	16.4673	17.1953	17.9554	18.7490	19.5777	20.4429	21.3427
	BiWeekly	1,261.62	1,317.38	1,375.62	1,436.43	1,499.92	1,566.22	1,635.43	1,707.42
	Monthly	2,733.51	2,854.32	2,980.51	3,112.27	3,249.83	3,393.48	3,543.43	3,699.41
	Annual	32,802.12	34,251.88	35,766.12	37,347.18	38,997.92	40,721.72	42,521.18	44,392.92
Maint Wrkr I - Library 1098	Hourly	15.7703	16.4673	17.1953	17.9554	18.7490	19.5777	20.4429	21.3427
	BiWeekly	1,261.62	1,317.38	1,375.62	1,436.43	1,499.92	1,566.22	1,635.43	1,707.42
	Monthly	2,733.51	2,854.32	2,980.51	3,112.27	3,249.83	3,393.48	3,543.43	3,699.41
	Annual	32,802.12	34,251.88	35,766.12	37,347.18	38,997.92	40,721.72	42,521.18	44,392.92
Maint Wrkr II - Bldg 1100	Hourly	16.6192	17.3570	18.1278	18.9326	19.7733	20.6513	21.5681	22.5290
	BiWeekly	1,329.54	1,388.56	1,450.22	1,514.61	1,581.86	1,652.10	1,725.45	1,802.32
	Monthly	2,880.67	3,008.55	3,142.14	3,281.66	3,427.36	3,579.55	3,738.48	3,905.03
	Annual	34,568.04	36,102.56	37,705.72	39,379.86	41,128.36	42,954.60	44,861.70	46,860.32
Maint Wrkr II - Police 1101	Hourly	16.6192	17.3570	18.1278	18.9326	19.7733	20.6513	21.5681	22.5290
	BiWeekly	1,329.54	1,388.56	1,450.22	1,514.61	1,581.86	1,652.10	1,725.45	1,802.32
	Monthly	2,880.67	3,008.55	3,142.14	3,281.66	3,427.36	3,579.55	3,738.48	3,905.03
	Annual	34,568.04	36,102.56	37,705.72	39,379.86	41,128.36	42,954.60	44,861.70	46,860.32
Parks & Rec Secretary 1105	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
Planning Secretary 1110	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
Planning Tech 1115	Hourly	20.6972	21.7355	22.8174	23.9568	25.1540	26.4088	27.7356	29.1201
	BiWeekly	1,655.78	1,738.84	1,825.39	1,916.54	2,012.32	2,112.70	2,218.85	2,329.61
	Monthly	3,587.52	3,767.49	3,955.01	4,152.50	4,360.03	4,577.52	4,807.51	5,047.49
	Annual	43,050.28	45,209.84	47,460.14	49,830.04	52,320.32	54,930.20	57,690.10	60,569.86
Plans Examiner 1120	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
Plumbing Insp - Bckfl 1125	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10

IBEW - SERVICE/CLERICAL

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Plumbing Insp - Bldg 1127	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
Police Records Clerk 1130	Hourly	13.4956	14.1489	14.8337	15.5517	16.3044	17.0935	17.9209	18.7852
	BiWeekly	1,079.65	1,131.91	1,186.70	1,244.14	1,304.35	1,367.48	1,433.67	1,502.82
	Monthly	2,339.24	2,452.47	2,571.18	2,695.64	2,826.09	2,962.87	3,106.29	3,256.11
	Annual	28,070.90	29,429.66	30,854.20	32,347.64	33,913.10	35,554.48	37,275.42	39,073.32
Accts Payable Clerk 1135	Hourly	15.4437	16.2809	17.1634	18.0936	19.0742	20.1081	21.1979	22.3440
	BiWeekly	1,235.50	1,302.47	1,373.07	1,447.49	1,525.94	1,608.65	1,695.83	1,787.52
	Monthly	2,676.92	2,822.02	2,974.99	3,136.23	3,306.20	3,485.41	3,674.30	3,872.96
	Annual	32,123.00	33,864.22	35,699.82	37,634.74	39,674.44	41,824.90	44,091.58	46,475.52
Shooting Range Oper 1140	Hourly	20.9399	21.8697	22.8408	23.8550	24.9142	26.0203	27.1757	28.3844
	BiWeekly	1,675.19	1,749.58	1,827.26	1,908.40	1,993.14	2,081.62	2,174.06	2,270.75
	Monthly	3,629.58	3,790.76	3,959.06	4,134.87	4,318.47	4,510.18	4,710.46	4,919.96
	Annual	43,554.94	45,489.08	47,508.76	49,618.40	51,821.64	54,122.12	56,525.56	59,039.50
Stormwater Tech 1145	Hourly	20.6353	21.6742	22.7655	23.9118	25.1158	26.3802	27.7086	29.1027
	BiWeekly	1,650.82	1,733.94	1,821.24	1,912.94	2,009.26	2,110.42	2,216.69	2,328.22
	Monthly	3,576.78	3,756.87	3,946.02	4,144.70	4,353.40	4,572.58	4,802.83	5,044.48
	Annual	42,921.32	45,082.44	47,352.24	49,736.44	52,240.76	54,870.92	57,633.94	60,533.72
Util Secretary - Admin 1150	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
Util Secretary - Burdick 1152	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
Util Secretary - PCC 1155	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
Util Secretary - PGS 1157	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24



and

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

UTILITIES DEPARTMENT

October 1, 2012 through September 30, 2014

AGREEMENT

THIS AGREEMENT, dated this ____ day of August 2012, 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, 2012 to September 30, 2014.

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". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.

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.

G. BEREAVEMENT LEAVE

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

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. 2012 - 2013 FISCAL YEAR

Rates of pay for the period October 1, 2012 through September 30, 2013 for work performed in the various classes of work under this agreement shall be adjusted by 2% as set forth in Exhibit "A", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2012.

B. 2013 - 2014 FISCAL YEAR

Rates of pay for the period October 1, 2013 through September 30, 2014 for work performed in the various classes of work under this agreement shall be adjusted by 2.75% as set forth in Exhibit "B", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2013.

C. 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.

D. 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;
Step 3	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 as referred to in the Injury Prevention Program. The employee shall pay forty per cent (40%) of said cost. All classifications shall be eligible for the 60/40 boot allowance.

3. The Union President or his/her designee shall meet periodically 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.

5. Employees who are required to wear fire retardant clothing will be eligible for an annual stipend to purchase or rent required uniforms as set forth below in lieu of provisions outlined in Article XV, D. 2.. Requirements detailing when F.R. clothing is to be worn to perform work duties will be determined by the Injury Prevention Program under the Arc Flash Protective Clothing policy. The employee will be reimbursed for said purchases with a receipt that shows proof of purchase.

Classifications Requiring Full F.R.:

- Year 1 and every subsequent year: \$600
- Employees may purchase and/or rent F.R. clothing and F.R. winter gear using the allowance.

Classifications Requiring Partial F.R.:

- Year 1 and every subsequent year: \$350
- Employees may purchase and/or rent F.R. clothing using the allowance.
- These classifications may also participate in the 60/40 winter weather clothing.

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 "C", attached hereto and made a part hereof by reference. Employees shall establish residency within area as set forth in Exhibit "C" 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, 2014 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, 2012 through September 30, 2014.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of August 2012.

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

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodian-PCC 8005	Hourly	16.0413	16.4268	16.8215	17.2259	17.6398	18.0639	18.4979	18.9426
	BiWeekly	1,283.30	1,314.14	1,345.72	1,378.07	1,411.18	1,445.11	1,479.83	1,515.41
	Monthly	2,780.48	2,847.30	2,915.73	2,985.82	3,057.56	3,131.07	3,206.30	3,283.39
	Annual	33,365.80	34,167.64	34,988.72	35,829.82	36,690.68	37,572.86	38,475.58	39,400.66
Custodian-PGS 8006	Hourly	16.0413	16.4268	16.8215	17.2259	17.6398	18.0639	18.4979	18.9426
	BiWeekly	1,283.30	1,314.14	1,345.72	1,378.07	1,411.18	1,445.11	1,479.83	1,515.41
	Monthly	2,780.48	2,847.30	2,915.73	2,985.82	3,057.56	3,131.07	3,206.30	3,283.39
	Annual	33,365.80	34,167.64	34,988.72	35,829.82	36,690.68	37,572.86	38,475.58	39,400.66
Elc Undgr Crew Chief 8010	Hourly	29.3015	30.3254	31.3851	32.4819	33.6171	34.7920	36.0077	37.2660
	BiWeekly	2,344.12	2,426.03	2,510.81	2,598.55	2,689.37	2,783.36	2,880.62	2,981.28
	Monthly	5,078.93	5,256.40	5,440.09	5,630.19	5,826.97	6,030.61	6,241.34	6,459.44
	Annual	60,947.12	63,076.78	65,281.06	67,562.30	69,923.62	72,367.36	74,896.12	77,513.28
Elc Distr Crew Chief 8011	Hourly	29.3015	30.3254	31.3851	32.4819	33.6171	34.7920	36.0077	37.2660
	BiWeekly	2,344.12	2,426.03	2,510.81	2,598.55	2,689.37	2,783.36	2,880.62	2,981.28
	Monthly	5,078.93	5,256.40	5,440.09	5,630.19	5,826.97	6,030.61	6,241.34	6,459.44
	Annual	60,947.12	63,076.78	65,281.06	67,562.30	69,923.62	72,367.36	74,896.12	77,513.28
Engineering Tech I 8020	Hourly	18.4653	19.4348	20.4553	21.5294	22.6600	23.8499	25.1022	26.4203
	BiWeekly	1,477.22	1,554.78	1,636.42	1,722.35	1,812.80	1,907.99	2,008.18	2,113.62
	Monthly	3,200.64	3,368.69	3,545.58	3,731.76	3,927.73	4,133.98	4,351.06	4,579.51
	Annual	38,407.72	40,424.28	42,546.92	44,781.10	47,132.80	49,607.74	52,212.68	54,954.12
Engineering Tech II 8025	Hourly	22.8267	23.8795	24.9808	26.1331	27.3386	28.5994	29.9186	31.2985
	BiWeekly	1,826.14	1,910.36	1,998.46	2,090.65	2,187.09	2,287.95	2,393.49	2,503.88
	Monthly	3,956.64	4,139.11	4,330.00	4,529.74	4,738.70	4,957.23	5,185.90	5,425.07
	Annual	47,479.64	49,669.36	51,959.96	54,356.90	56,864.34	59,486.70	62,230.74	65,100.88
GIS Coordinator 8030	Hourly	23.4851	24.6496	25.8719	27.1547	28.5011	29.9144	31.3975	32.9545
	BiWeekly	1,878.81	1,971.97	2,069.75	2,172.38	2,280.09	2,393.15	2,511.80	2,636.36
	Monthly	4,070.76	4,272.60	4,484.46	4,706.82	4,940.20	5,185.16	5,442.23	5,712.11
	Annual	48,849.06	51,271.22	53,813.50	56,481.88	59,282.34	62,221.90	65,306.80	68,545.36
Instrument Tech 8035	Hourly	27.5431	28.6609	29.8239	31.0340	32.2934	33.6039	34.9676	36.3866
	BiWeekly	2,203.45	2,292.87	2,385.91	2,482.72	2,583.47	2,688.31	2,797.41	2,910.93
	Monthly	4,774.14	4,967.89	5,169.47	5,379.23	5,597.52	5,824.67	6,061.06	6,307.02
	Annual	57,289.70	59,614.62	62,033.66	64,550.72	67,170.22	69,896.06	72,732.66	75,684.18
Lineworker Appr 8040	Hourly	17.8613	18.8652	19.9255	21.0453	22.2279	23.4772	24.7967	26.1902
	BiWeekly	1,428.90	1,509.22	1,594.04	1,683.62	1,778.23	1,878.18	1,983.74	2,095.22
	Monthly	3,095.95	3,269.98	3,453.75	3,647.84	3,852.83	4,069.39	4,298.10	4,539.64
	Annual	37,151.40	39,239.72	41,445.04	43,774.12	46,233.98	48,832.68	51,577.24	54,475.72
Lineworker 1st CI 8045	Hourly	27.0737	27.7305	28.4033	29.0926	29.7985	30.5213	31.2619	32.0204
	BiWeekly	2,165.90	2,218.44	2,272.26	2,327.41	2,383.88	2,441.70	2,500.95	2,561.63
	Monthly	4,692.78	4,806.62	4,923.23	5,042.72	5,165.07	5,290.35	5,418.73	5,550.20
	Annual	56,313.40	57,679.44	59,078.76	60,512.66	61,980.88	63,484.20	65,024.70	66,602.38

IBEW - UTILITIES

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Materials Handler 8055	Hourly	22.2927	23.2458	24.2395	25.2756	26.3561	27.4827	28.6576	29.8827
	BiWeekly	1,783.42	1,859.66	1,939.16	2,022.05	2,108.49	2,198.62	2,292.61	2,390.62
	Monthly	3,864.08	4,029.26	4,201.51	4,381.11	4,568.40	4,763.68	4,967.32	5,179.68
	Annual	46,368.92	48,351.16	50,418.16	52,573.30	54,820.74	57,164.12	59,607.86	62,156.12
Meter Technician 8060	Hourly	21.5951	22.2585	22.9422	23.6471	24.3736	25.1223	25.8940	26.6894
	BiWeekly	1,727.61	1,780.68	1,835.38	1,891.77	1,949.89	2,009.78	2,071.52	2,135.15
	Monthly	3,743.16	3,858.14	3,976.66	4,098.84	4,224.76	4,354.52	4,488.29	4,626.16
	Annual	44,917.86	46,297.68	47,719.88	49,186.02	50,697.14	52,254.28	53,859.52	55,513.90
Power Dispatcher I 8070	Hourly	27.0437	28.3475	29.7140	31.1466	32.6482	34.2221	35.8720	37.6013
	BiWeekly	2,163.50	2,267.80	2,377.12	2,491.73	2,611.86	2,737.77	2,869.76	3,008.10
	Monthly	4,687.58	4,913.57	5,150.43	5,398.75	5,659.03	5,931.84	6,217.81	6,517.55
	Annual	56,251.00	58,962.80	61,805.12	64,784.98	67,908.36	71,182.02	74,613.76	78,210.60
Power Dispatcher II 8075	Hourly	28.4043	29.7730	31.2077	32.7114	34.2877	35.9398	37.6716	39.4869
	BiWeekly	2,272.34	2,381.84	2,496.62	2,616.91	2,743.02	2,875.18	3,013.73	3,158.95
	Monthly	4,923.40	5,160.65	5,409.34	5,669.97	5,943.21	6,229.56	6,529.75	6,844.39
	Annual	59,080.84	61,927.84	64,912.12	68,039.66	71,318.52	74,754.68	78,356.98	82,132.70
PP Maint Mch - PGS 8080	Hourly	25.5997	26.4143	27.2549	28.1222	29.0172	29.9406	30.8934	31.8764
	BiWeekly	2,047.98	2,113.14	2,180.39	2,249.78	2,321.38	2,395.25	2,471.47	2,550.11
	Monthly	4,437.29	4,578.47	4,724.18	4,874.52	5,029.66	5,189.71	5,354.85	5,525.24
	Annual	53,247.48	54,941.64	56,690.14	58,494.28	60,355.88	62,276.50	64,258.22	66,302.86
PP Maint Mch - Burdick 8081	Hourly	25.5997	26.4143	27.2549	28.1222	29.0172	29.9406	30.8934	31.8764
	BiWeekly	2,047.98	2,113.14	2,180.39	2,249.78	2,321.38	2,395.25	2,471.47	2,550.11
	Monthly	4,437.29	4,578.47	4,724.18	4,874.52	5,029.66	5,189.71	5,354.85	5,525.24
	Annual	53,247.48	54,941.64	56,690.14	58,494.28	60,355.88	62,276.50	64,258.22	66,302.86
Pwr Plt Operator - PGS 8090	Hourly	30.2423	30.9087	31.5899	32.2860	32.9973	33.7246	34.4676	35.2271
	BiWeekly	2,419.38	2,472.70	2,527.19	2,582.88	2,639.78	2,697.97	2,757.41	2,818.17
	Monthly	5,241.99	5,357.52	5,475.58	5,596.24	5,719.52	5,845.60	5,974.39	6,106.04
	Annual	62,903.88	64,290.20	65,706.94	67,154.88	68,634.28	70,147.22	71,692.66	73,272.42
Sr Material Handler 8100	Hourly	25.6677	26.6607	27.6922	28.7636	29.8766	31.0326	32.2331	33.4801
	BiWeekly	2,053.42	2,132.86	2,215.38	2,301.09	2,390.13	2,482.61	2,578.65	2,678.41
	Monthly	4,449.08	4,621.20	4,799.99	4,985.70	5,178.62	5,378.99	5,587.08	5,803.22
	Annual	53,388.92	55,454.36	57,599.88	59,828.34	62,143.38	64,547.86	67,044.90	69,638.66
Sr Pwr Dispatcher 8105	Hourly	32.8576	34.3772	35.9670	37.6305	39.3708	41.1917	43.0967	45.0898
	BiWeekly	2,628.61	2,750.18	2,877.36	3,010.44	3,149.66	3,295.34	3,447.74	3,607.18
	Monthly	5,695.32	5,958.72	6,234.28	6,522.62	6,824.26	7,139.90	7,470.10	7,815.56
	Annual	68,343.86	71,504.68	74,811.36	78,271.44	81,891.16	85,678.84	89,641.24	93,786.68
Sr Pwr Plt Operator 8110	Hourly	29.8174	30.8944	32.0105	33.1668	34.3648	35.6062	36.8924	38.2249
	BiWeekly	2,385.39	2,471.55	2,560.84	2,653.34	2,749.18	2,848.50	2,951.39	3,057.99
	Monthly	5,168.35	5,355.03	5,548.49	5,748.90	5,956.56	6,171.75	6,394.68	6,625.65
	Annual	62,020.14	64,260.30	66,581.84	68,986.84	71,478.68	74,061.00	76,736.14	79,507.74

IBEW - UTILITIES

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Water Main Wrkr 8120	Hourly	20.8590	21.6954	22.5654	23.4700	24.4109	25.3897	26.4077	27.4666
	BiWeekly	1,668.72	1,735.63	1,805.23	1,877.60	1,952.87	2,031.18	2,112.62	2,197.33
	Monthly	3,615.56	3,760.53	3,911.33	4,068.13	4,231.22	4,400.89	4,577.34	4,760.88
	Annual	43,386.72	45,126.38	46,935.98	48,817.60	50,774.62	52,810.68	54,928.12	57,130.58
Sr Engineering Tech 8125	Hourly	28.8821	29.7275	30.5976	31.4930	32.4149	33.3636	34.3400	35.3452
	BiWeekly	2,310.57	2,378.20	2,447.81	2,519.44	2,593.19	2,669.09	2,747.20	2,827.62
	Monthly	5,006.24	5,152.77	5,303.59	5,458.79	5,618.58	5,783.03	5,952.27	6,126.51
	Annual	60,074.82	61,833.20	63,643.06	65,505.44	67,422.94	69,396.34	71,427.20	73,518.12
Sr Substation Tech 8130	Hourly	35.1077	35.2875	35.4685	35.6502	35.8328	36.0165	36.2011	36.3866
	BiWeekly	2,808.62	2,823.00	2,837.48	2,852.02	2,866.62	2,881.32	2,896.09	2,910.93
	Monthly	6,085.34	6,116.50	6,147.87	6,179.38	6,211.01	6,242.86	6,274.86	6,307.02
	Annual	73,024.12	73,398.00	73,774.48	74,152.52	74,532.12	74,914.32	75,298.34	75,684.18
Substation Tech 8135	Hourly	32.5005	32.6816	32.8638	33.0471	33.2314	33.4168	33.6032	33.7907
	BiWeekly	2,600.04	2,614.53	2,629.10	2,643.77	2,658.51	2,673.34	2,688.26	2,703.26
	Monthly	5,633.42	5,664.82	5,696.38	5,728.17	5,760.11	5,792.24	5,824.56	5,857.06
	Annual	67,601.04	67,977.78	68,356.60	68,738.02	69,121.26	69,506.84	69,894.76	70,284.76
System Tech - PCC 8140	Hourly	28.6421	29.6383	30.6691	31.7357	32.8394	33.9817	35.1636	36.3866
	BiWeekly	2,291.37	2,371.06	2,453.53	2,538.86	2,627.15	2,718.54	2,813.09	2,910.93
	Monthly	4,964.64	5,137.30	5,315.98	5,500.86	5,692.16	5,890.17	6,095.03	6,307.02
	Annual	59,575.62	61,647.56	63,791.78	66,010.36	68,305.90	70,682.04	73,140.34	75,684.18
System Tech - PGS 8141	Hourly	28.6421	29.6383	30.6691	31.7357	32.8394	33.9817	35.1636	36.3866
	BiWeekly	2,291.37	2,371.06	2,453.53	2,538.86	2,627.15	2,718.54	2,813.09	2,910.93
	Monthly	4,964.64	5,137.30	5,315.98	5,500.86	5,692.16	5,890.17	6,095.03	6,307.02
	Annual	59,575.62	61,647.56	63,791.78	66,010.36	68,305.90	70,682.04	73,140.34	75,684.18
Tree Trim Crew Chief 8145	Hourly	25.6577	26.4639	27.2958	28.1535	29.0383	29.9510	30.8923	31.8632
	BiWeekly	2,052.62	2,117.11	2,183.66	2,252.28	2,323.06	2,396.08	2,471.38	2,549.06
	Monthly	4,447.34	4,587.07	4,731.26	4,879.94	5,033.30	5,191.51	5,354.66	5,522.96
	Annual	53,368.12	55,044.86	56,775.16	58,559.28	60,399.56	62,298.08	64,255.88	66,275.56
Pwr Plt Oper - Burdick 8150	Hourly	30.2423	30.9087	31.5899	32.2860	32.9973	33.7246	34.4676	35.2271
	BiWeekly	2,419.38	2,472.70	2,527.19	2,582.88	2,639.78	2,697.97	2,757.41	2,818.17
	Monthly	5,241.99	5,357.52	5,475.58	5,596.24	5,719.52	5,845.60	5,974.39	6,106.04
	Annual	62,903.88	64,290.20	65,706.94	67,154.88	68,634.28	70,147.22	71,692.66	73,272.42
Util Electrician 8155	Hourly	25.7121	26.7353	27.7997	28.9061	30.0566	31.2530	32.4971	33.7907
	BiWeekly	2,056.97	2,138.82	2,223.98	2,312.49	2,404.53	2,500.24	2,599.77	2,703.26
	Monthly	4,456.77	4,634.11	4,818.62	5,010.40	5,209.82	5,417.19	5,632.84	5,857.06
	Annual	53,481.22	55,609.32	57,823.48	60,124.74	62,517.78	65,006.24	67,594.02	70,284.76
Util Technician - PGS 8160	Hourly	25.1128	26.3706	27.6828	29.0637	30.5127	32.0438	33.6433	35.3247
	BiWeekly	2,009.02	2,109.65	2,214.62	2,325.10	2,441.02	2,563.50	2,691.46	2,825.98
	Monthly	4,352.88	4,570.91	4,798.34	5,037.72	5,288.88	5,554.25	5,831.50	6,122.96
	Annual	52,234.52	54,850.90	57,580.12	60,452.60	63,466.52	66,651.00	69,977.96	73,475.48

IBEW - UTILITIES

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Technician - Burdick 8161	Hourly	25.1128	26.3706	27.6828	29.0637	30.5127	32.0438	33.6433	35.3247
	BiWeekly	2,009.02	2,109.65	2,214.62	2,325.10	2,441.02	2,563.50	2,691.46	2,825.98
	Monthly	4,352.88	4,570.91	4,798.34	5,037.72	5,288.88	5,554.25	5,831.50	6,122.96
	Annual	52,234.52	54,850.90	57,580.12	60,452.60	63,466.52	66,651.00	69,977.96	73,475.48
Util Warehouse Clerk 8165	Hourly	18.5559	19.1212	19.7036	20.3040	20.9225	21.5599	22.2167	22.8936
	BiWeekly	1,484.47	1,529.70	1,576.29	1,624.32	1,673.80	1,724.79	1,777.34	1,831.49
	Monthly	3,216.35	3,314.35	3,415.30	3,519.36	3,626.57	3,737.05	3,850.90	3,968.23
	Annual	38,596.22	39,772.20	40,983.54	42,232.32	43,518.80	44,844.54	46,210.84	47,618.74
Water Maint Worker 8175	Hourly	17.3788	18.2025	19.0654	19.9692	20.9157	21.9072	22.9455	24.0331
	BiWeekly	1,390.30	1,456.20	1,525.23	1,597.54	1,673.26	1,752.58	1,835.64	1,922.65
	Monthly	3,012.32	3,155.10	3,304.67	3,461.34	3,625.40	3,797.26	3,977.22	4,165.74
	Annual	36,147.80	37,861.20	39,655.98	41,536.04	43,504.76	45,567.08	47,726.64	49,988.90
Wireworker I 8180	Hourly	19.5235	20.5139	21.5547	22.6483	23.7973	25.0045	26.2732	27.6062
	BiWeekly	1,561.88	1,641.11	1,724.38	1,811.86	1,903.78	2,000.36	2,101.86	2,208.50
	Monthly	3,384.07	3,555.74	3,736.16	3,925.70	4,124.86	4,334.11	4,554.03	4,785.08
	Annual	40,608.88	42,668.86	44,833.88	47,108.36	49,498.28	52,009.36	54,648.36	57,421.00
Wireworker II 8185	Hourly	27.0737	27.7305	28.4033	29.0926	29.7985	30.5213	31.2619	32.0204
	BiWeekly	2,165.90	2,218.44	2,272.26	2,327.41	2,383.88	2,441.70	2,500.95	2,561.63
	Monthly	4,692.78	4,806.62	4,923.23	5,042.72	5,165.07	5,290.35	5,418.73	5,550.20
	Annual	56,313.40	57,679.44	59,078.76	60,512.66	61,980.88	63,484.20	65,024.70	66,602.38

IBEW - UTILITIES

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Custodian-PCC 8005	Hourly	16.4824	16.8785	17.2841	17.6996	18.1249	18.5607	19.0066	19.4635
	BiWeekly	1,318.59	1,350.28	1,382.73	1,415.97	1,449.99	1,484.86	1,520.53	1,557.08
	Monthly	2,856.95	2,925.61	2,995.92	3,067.94	3,141.65	3,217.20	3,294.48	3,373.67
	Annual	34,283.34	35,107.28	35,950.98	36,815.22	37,699.74	38,606.36	39,533.78	40,484.08
Custodian-PGS 8006	Hourly	16.4824	16.8785	17.2841	17.6996	18.1249	18.5607	19.0066	19.4635
	BiWeekly	1,318.59	1,350.28	1,382.73	1,415.97	1,449.99	1,484.86	1,520.53	1,557.08
	Monthly	2,856.95	2,925.61	2,995.92	3,067.94	3,141.65	3,217.20	3,294.48	3,373.67
	Annual	34,283.34	35,107.28	35,950.98	36,815.22	37,699.74	38,606.36	39,533.78	40,484.08
Elc Undgr Crew Chief 8010	Hourly	30.1073	31.1593	32.2482	33.3752	34.5416	35.7488	36.9979	38.2908
	BiWeekly	2,408.58	2,492.74	2,579.86	2,670.02	2,763.33	2,859.90	2,959.83	3,063.26
	Monthly	5,218.59	5,400.94	5,589.70	5,785.04	5,987.22	6,196.45	6,412.97	6,637.06
	Annual	62,623.08	64,811.24	67,076.36	69,420.52	71,846.58	74,357.40	76,955.58	79,644.76
Elc Distr Crew Chief 8011	Hourly	30.1073	31.1593	32.2482	33.3752	34.5416	35.7488	36.9979	38.2908
	BiWeekly	2,408.58	2,492.74	2,579.86	2,670.02	2,763.33	2,859.90	2,959.83	3,063.26
	Monthly	5,218.59	5,400.94	5,589.70	5,785.04	5,987.22	6,196.45	6,412.97	6,637.06
	Annual	62,623.08	64,811.24	67,076.36	69,420.52	71,846.58	74,357.40	76,955.58	79,644.76
Engineering Tech I 8020	Hourly	18.9731	19.9693	21.0178	22.1215	23.2832	24.5058	25.7925	27.1469
	BiWeekly	1,517.85	1,597.54	1,681.42	1,769.72	1,862.66	1,960.46	2,063.40	2,171.75
	Monthly	3,288.68	3,461.34	3,643.08	3,834.39	4,035.76	4,247.66	4,470.70	4,705.46
	Annual	39,464.10	41,536.04	43,716.92	46,012.72	48,429.16	50,971.96	53,648.40	56,465.50
Engineering Tech II 8025	Hourly	23.4544	24.5362	25.6678	26.8518	28.0904	29.3859	30.7414	32.1592
	BiWeekly	1,876.35	1,962.90	2,053.42	2,148.14	2,247.23	2,350.87	2,459.31	2,572.74
	Monthly	4,065.43	4,252.95	4,449.08	4,654.30	4,869.00	5,093.55	5,328.51	5,574.27
	Annual	48,785.10	51,035.40	53,388.92	55,851.64	58,427.98	61,122.62	63,942.06	66,891.24
GIS Coordinator 8030	Hourly	24.1309	25.3275	26.5834	27.9015	29.2849	30.7370	32.2609	33.8607
	BiWeekly	1,930.47	2,026.20	2,126.67	2,232.12	2,342.79	2,458.96	2,580.87	2,708.86
	Monthly	4,182.69	4,390.10	4,607.79	4,836.26	5,076.05	5,327.75	5,591.89	5,869.20
	Annual	50,192.22	52,681.20	55,293.42	58,035.12	60,912.54	63,932.96	67,102.62	70,430.36
Instrument Tech 8035	Hourly	28.3005	29.4491	30.6441	31.8874	33.1815	34.5280	35.9292	37.3872
	BiWeekly	2,264.04	2,355.93	2,451.53	2,550.99	2,654.52	2,762.24	2,874.34	2,990.98
	Monthly	4,905.42	5,104.52	5,311.65	5,527.15	5,751.46	5,984.85	6,227.74	6,480.46
	Annual	58,865.04	61,254.18	63,739.78	66,325.74	69,017.52	71,818.24	74,732.84	77,765.48
Lineworker Appr 8040	Hourly	18.3525	19.3840	20.4735	21.6240	22.8392	24.1228	25.4786	26.9104
	BiWeekly	1,468.20	1,550.72	1,637.88	1,729.92	1,827.14	1,929.82	2,038.29	2,152.83
	Monthly	3,181.10	3,359.89	3,548.74	3,748.16	3,958.80	4,181.28	4,416.30	4,664.47
	Annual	38,173.20	40,318.72	42,584.88	44,977.92	47,505.64	50,175.32	52,995.54	55,973.58
Lineworker 1st CI 8045	Hourly	27.8182	28.4931	29.1844	29.8926	30.6180	31.3606	32.1216	32.9010
	BiWeekly	2,225.46	2,279.45	2,334.75	2,391.41	2,449.44	2,508.85	2,569.73	2,632.08
	Monthly	4,821.83	4,938.81	5,058.63	5,181.39	5,307.12	5,435.84	5,567.75	5,702.84
	Annual	57,861.96	59,265.70	60,703.50	62,176.66	63,685.44	65,230.10	66,812.98	68,434.08

IBEW - UTILITIES

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Materials Handler 8055	Hourly	22.9057	23.8851	24.9061	25.9707	27.0809	28.2385	29.4457	30.7045
	BiWeekly	1,832.46	1,910.81	1,992.49	2,077.66	2,166.47	2,259.08	2,355.66	2,456.36
	Monthly	3,970.33	4,140.09	4,317.06	4,501.60	4,694.02	4,894.67	5,103.93	5,322.11
	Annual	47,643.96	49,681.06	51,804.74	54,019.16	56,328.22	58,736.08	61,247.16	63,865.36
Meter Technician 8060	Hourly	22.1890	22.8706	23.5731	24.2974	25.0439	25.8132	26.6061	27.4234
	BiWeekly	1,775.12	1,829.65	1,885.85	1,943.79	2,003.51	2,065.06	2,128.49	2,193.87
	Monthly	3,846.09	3,964.24	4,086.01	4,211.55	4,340.94	4,474.30	4,611.73	4,753.39
	Annual	46,153.12	47,570.90	49,032.10	50,538.54	52,091.26	53,691.56	55,340.74	57,040.62
Power Dispatcher I 8070	Hourly	27.7874	29.1271	30.5311	32.0031	33.5460	35.1632	36.8585	38.6353
	BiWeekly	2,222.99	2,330.17	2,442.49	2,560.25	2,683.68	2,813.06	2,948.68	3,090.82
	Monthly	4,816.48	5,048.70	5,292.06	5,547.21	5,814.64	6,094.96	6,388.81	6,696.78
	Annual	57,797.74	60,584.42	63,504.74	66,566.50	69,775.68	73,139.56	76,665.68	80,361.32
Power Dispatcher II 8075	Hourly	29.1854	30.5918	32.0659	33.6110	35.2306	36.9281	38.7076	40.5728
	BiWeekly	2,334.83	2,447.34	2,565.27	2,688.88	2,818.45	2,954.25	3,096.61	3,245.82
	Monthly	5,058.80	5,302.57	5,558.09	5,825.91	6,106.64	6,400.88	6,709.32	7,032.61
	Annual	60,705.58	63,630.84	66,697.02	69,910.88	73,279.70	76,810.50	80,511.86	84,391.32
PP Maint Mch - PGS 8080	Hourly	26.3037	27.1407	28.0044	28.8956	29.8152	30.7640	31.7430	32.7530
	BiWeekly	2,104.30	2,171.26	2,240.35	2,311.65	2,385.22	2,461.12	2,539.44	2,620.24
	Monthly	4,559.32	4,704.40	4,854.09	5,008.58	5,167.98	5,332.43	5,502.12	5,677.19
	Annual	54,711.80	56,452.76	58,249.10	60,102.90	62,015.72	63,989.12	66,025.44	68,126.24
PP Maint Mch - Burdick 8081	Hourly	26.3037	27.1407	28.0044	28.8956	29.8152	30.7640	31.7430	32.7530
	BiWeekly	2,104.30	2,171.26	2,240.35	2,311.65	2,385.22	2,461.12	2,539.44	2,620.24
	Monthly	4,559.32	4,704.40	4,854.09	5,008.58	5,167.98	5,332.43	5,502.12	5,677.19
	Annual	54,711.80	56,452.76	58,249.10	60,102.90	62,015.72	63,989.12	66,025.44	68,126.24
Pwr Plt Operator - PGS 8090	Hourly	31.0740	31.7587	32.4586	33.1739	33.9047	34.6520	35.4155	36.1958
	BiWeekly	2,485.92	2,540.70	2,596.69	2,653.91	2,712.38	2,772.16	2,833.24	2,895.66
	Monthly	5,386.16	5,504.85	5,626.16	5,750.14	5,876.82	6,006.35	6,138.69	6,273.93
	Annual	64,633.92	66,058.20	67,513.94	69,001.66	70,521.88	72,076.16	73,664.24	75,287.16
Sr Material Handler 8100	Hourly	26.3736	27.3939	28.4537	29.5546	30.6982	31.8860	33.1195	34.4008
	BiWeekly	2,109.89	2,191.51	2,276.30	2,364.37	2,455.86	2,550.88	2,649.56	2,752.06
	Monthly	4,571.43	4,748.27	4,931.98	5,122.80	5,321.03	5,526.91	5,740.71	5,962.80
	Annual	54,857.14	56,979.26	59,183.80	61,473.62	63,852.36	66,322.88	68,888.56	71,553.56
Sr Pwr Dispatcher 8105	Hourly	33.7612	35.3226	36.9561	38.6653	40.4535	42.3245	44.2819	46.3298
	BiWeekly	2,700.90	2,825.81	2,956.49	3,093.22	3,236.28	3,385.96	3,542.55	3,706.38
	Monthly	5,851.95	6,122.59	6,405.73	6,701.98	7,011.94	7,336.25	7,675.53	8,030.49
	Annual	70,223.40	73,471.06	76,868.74	80,423.72	84,143.28	88,034.96	92,106.30	96,365.88
Sr Pwr Plt Operator 8110	Hourly	30.6374	31.7440	32.8908	34.0789	35.3098	36.5854	37.9069	39.2761
	BiWeekly	2,450.99	2,539.52	2,631.26	2,726.31	2,824.78	2,926.83	3,032.55	3,142.09
	Monthly	5,310.48	5,502.29	5,701.06	5,907.01	6,120.36	6,341.47	6,570.53	6,807.86
	Annual	63,725.74	66,027.52	68,412.76	70,884.06	73,444.28	76,097.58	78,846.30	81,694.34

IBEW - UTILITIES

FY 2013 - 2014

Exhibit B

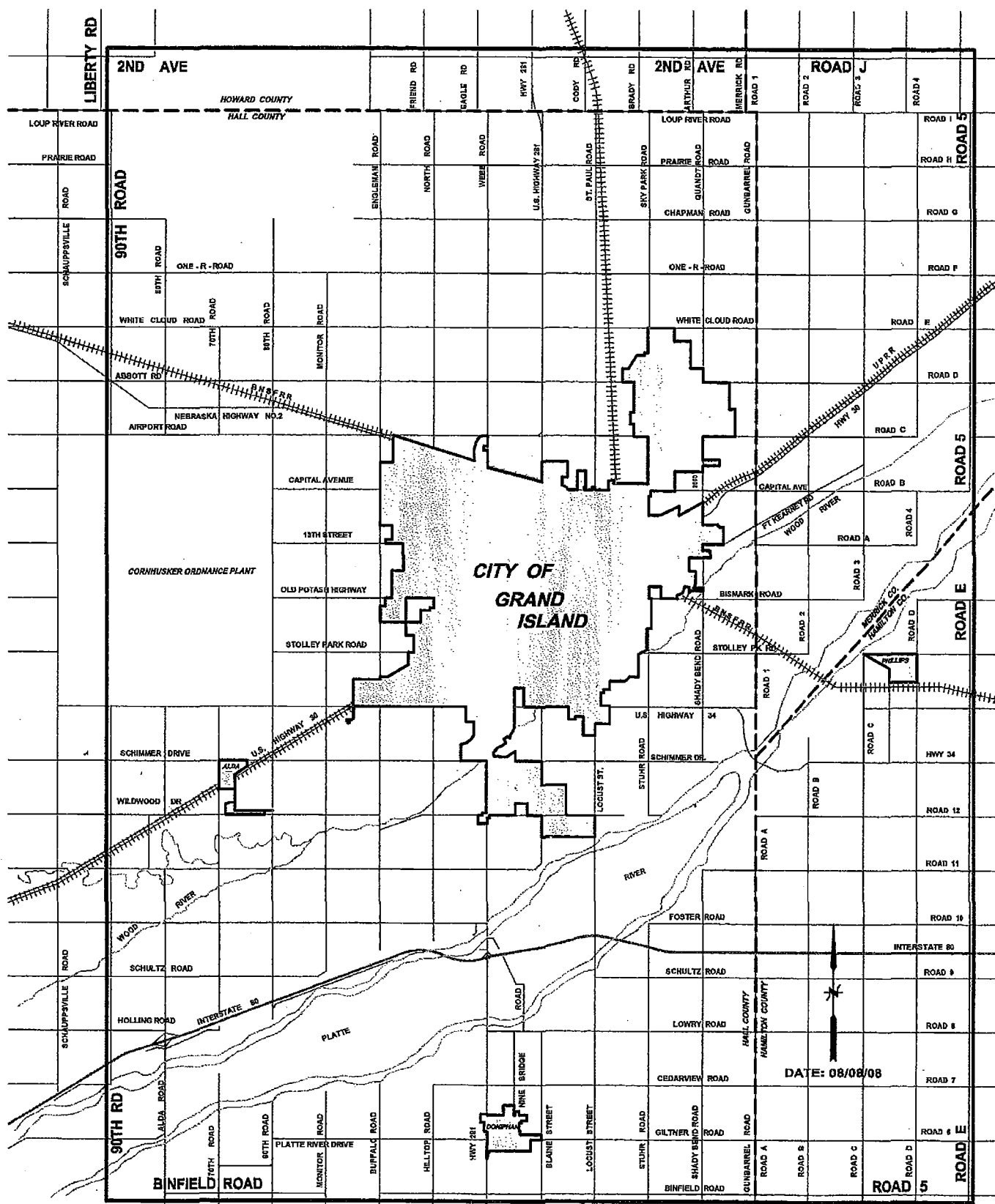
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Sr Water Main Wrkr 8120	Hourly	21.4326	22.2920	23.1859	24.1154	25.0822	26.0879	27.1339	28.2219
	BiWeekly	1,714.61	1,783.36	1,854.87	1,929.23	2,006.58	2,087.03	2,170.71	2,257.75
	Monthly	3,714.99	3,863.95	4,018.89	4,180.00	4,347.59	4,521.90	4,703.21	4,891.79
	Annual	44,579.86	46,367.36	48,226.62	50,159.98	52,171.08	54,262.78	56,438.46	58,701.50
Sr Engineering Tech 8125	Hourly	29.6764	30.5450	31.4390	32.3591	33.3063	34.2811	35.2844	36.3172
	BiWeekly	2,374.11	2,443.60	2,515.12	2,588.73	2,664.50	2,742.49	2,822.75	2,905.38
	Monthly	5,143.91	5,294.47	5,449.43	5,608.92	5,773.08	5,942.06	6,115.96	6,294.99
	Annual	61,726.86	63,533.60	65,393.12	67,306.98	69,277.00	71,304.74	73,391.50	75,539.88
Sr Substation Tech 8130	Hourly	36.0732	36.2579	36.4439	36.6306	36.8182	37.0070	37.1966	37.3872
	BiWeekly	2,885.86	2,900.63	2,915.51	2,930.45	2,945.46	2,960.56	2,975.73	2,990.98
	Monthly	6,252.70	6,284.70	6,316.94	6,349.31	6,381.83	6,414.55	6,447.42	6,480.46
	Annual	75,032.36	75,416.38	75,803.26	76,191.70	76,581.96	76,974.56	77,368.98	77,765.48
Substation Tech 8135	Hourly	33.3943	33.5803	33.7676	33.9559	34.1453	34.3358	34.5273	34.7199
	BiWeekly	2,671.54	2,686.42	2,701.41	2,716.47	2,731.62	2,746.86	2,762.18	2,777.59
	Monthly	5,788.34	5,820.58	5,853.06	5,885.69	5,918.51	5,951.53	5,984.72	6,018.11
	Annual	69,460.04	69,846.92	70,236.66	70,628.22	71,022.12	71,418.36	71,816.68	72,217.34
System Tech - PCC 8140	Hourly	29.4298	30.4534	31.5125	32.6084	33.7425	34.9162	36.1306	37.3872
	BiWeekly	2,354.38	2,436.27	2,521.00	2,608.67	2,699.40	2,793.30	2,890.45	2,990.98
	Monthly	5,101.16	5,278.59	5,462.17	5,652.12	5,848.70	6,052.15	6,262.64	6,480.46
	Annual	61,213.88	63,343.02	65,546.00	67,825.42	70,184.40	72,625.80	75,151.70	77,765.48
System Tech - PGS 8141	Hourly	29.4298	30.4534	31.5125	32.6084	33.7425	34.9162	36.1306	37.3872
	BiWeekly	2,354.38	2,436.27	2,521.00	2,608.67	2,699.40	2,793.30	2,890.45	2,990.98
	Monthly	5,101.16	5,278.59	5,462.17	5,652.12	5,848.70	6,052.15	6,262.64	6,480.46
	Annual	61,213.88	63,343.02	65,546.00	67,825.42	70,184.40	72,625.80	75,151.70	77,765.48
Tree Trim Crew Chief 8145	Hourly	26.3633	27.1917	28.0464	28.9277	29.8369	30.7747	31.7418	32.7394
	BiWeekly	2,109.06	2,175.34	2,243.71	2,314.22	2,386.95	2,461.98	2,539.34	2,619.15
	Monthly	4,569.63	4,713.24	4,861.37	5,014.14	5,171.73	5,334.29	5,501.90	5,674.83
	Annual	54,835.56	56,558.84	58,336.46	60,169.72	62,060.70	64,011.48	66,022.84	68,097.90
Pwr Plt Oper - Burdick 8150	Hourly	31.0740	31.7587	32.4586	33.1739	33.9047	34.6520	35.4155	36.1958
	BiWeekly	2,485.92	2,540.70	2,596.69	2,653.91	2,712.38	2,772.16	2,833.24	2,895.66
	Monthly	5,386.16	5,504.85	5,626.16	5,750.14	5,876.82	6,006.35	6,138.69	6,273.93
	Annual	64,633.92	66,058.20	67,513.94	69,001.66	70,521.88	72,076.16	73,664.24	75,287.16
Util Electrician 8155	Hourly	26.4192	27.4705	28.5642	29.7010	30.8832	32.1125	33.3908	34.7199
	BiWeekly	2,113.54	2,197.64	2,285.14	2,376.08	2,470.66	2,569.00	2,671.26	2,777.59
	Monthly	4,579.34	4,761.55	4,951.14	5,148.17	5,353.10	5,566.17	5,787.73	6,018.11
	Annual	54,952.04	57,138.64	59,413.64	61,778.08	64,237.16	66,794.00	69,452.76	72,217.34
Util Technician - PGS 8160	Hourly	25.8034	27.0958	28.4441	29.8630	31.3518	32.9250	34.5685	36.2961
	BiWeekly	2,064.27	2,167.66	2,275.53	2,389.04	2,508.14	2,634.00	2,765.48	2,903.69
	Monthly	4,472.59	4,696.60	4,930.32	5,176.25	5,434.30	5,707.00	5,991.87	6,291.33
	Annual	53,671.02	56,359.16	59,163.78	62,115.04	65,211.64	68,484.00	71,902.48	75,495.94

IBEW - UTILITIES

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Util Technician - Burdick 8161	Hourly	25.8034	27.0958	28.4441	29.8630	31.3518	32.9250	34.5685	36.2961
	BiWeekly	2,064.27	2,167.66	2,275.53	2,389.04	2,508.14	2,634.00	2,765.48	2,903.69
	Monthly	4,472.59	4,696.60	4,930.32	5,176.25	5,434.30	5,707.00	5,991.87	6,291.33
	Annual	53,671.02	56,359.16	59,163.78	62,115.04	65,211.64	68,484.00	71,902.48	75,495.94
Util Warehouse Clerk 8165	Hourly	19.0662	19.6470	20.2454	20.8624	21.4979	22.1528	22.8277	23.5232
	BiWeekly	1,525.30	1,571.76	1,619.63	1,668.99	1,719.83	1,772.22	1,826.22	1,881.86
	Monthly	3,304.82	3,405.48	3,509.20	3,616.15	3,726.30	3,839.81	3,956.81	4,077.36
	Annual	39,657.80	40,865.76	42,110.38	43,393.74	44,715.58	46,077.72	47,481.72	48,928.36
Water Maint Worker 8175	Hourly	17.8567	18.7031	19.5897	20.5184	21.4909	22.5096	23.5765	24.6940
	BiWeekly	1,428.54	1,496.25	1,567.18	1,641.47	1,719.27	1,800.77	1,886.12	1,975.52
	Monthly	3,095.17	3,241.88	3,395.56	3,556.52	3,725.09	3,901.67	4,086.59	4,280.29
	Annual	37,142.04	38,902.50	40,746.68	42,678.22	44,701.02	46,820.02	49,039.12	51,363.52
Wireworker I 8180	Hourly	20.0604	21.0780	22.1475	23.2711	24.4517	25.6921	26.9957	28.3654
	BiWeekly	1,604.83	1,686.24	1,771.80	1,861.69	1,956.14	2,055.37	2,159.66	2,269.23
	Monthly	3,477.13	3,653.52	3,838.90	4,033.66	4,238.30	4,453.30	4,679.26	4,916.67
	Annual	41,725.58	43,842.24	46,066.80	48,403.94	50,859.64	53,439.62	56,151.16	58,999.98
Wireworker II 8185	Hourly	27.8182	28.4931	29.1844	29.8926	30.6180	31.3606	32.1216	32.9010
	BiWeekly	2,225.46	2,279.45	2,334.75	2,391.41	2,449.44	2,508.85	2,569.73	2,632.08
	Monthly	4,821.83	4,938.81	5,058.63	5,181.39	5,307.12	5,435.84	5,567.75	5,702.84
	Annual	57,861.96	59,265.70	60,703.50	62,176.66	63,685.44	65,230.10	66,812.98	68,434.08





and

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

WASTEWATER TREATMENT PLANT

October 1, 2012 through September 30, 2014

AGREEMENT

THIS AGREEMENT, dated this _____ day of August, 2012, 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, 2012 through and including September 30, 2014.

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, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director 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 2012 - 2013

Rates of pay for the period October 1, 2012 to September 30, 2013 for work performed in the various classes of work under this agreement shall be increased by 2% and are set out in attached Exhibit "A". The pay ranges will be implemented the first full pay period on or after October 1, 2012.

C. FISCAL YEAR 2013 – 2014

Rates of pay for the period October 1, 2013 to September 30, 2014 for work performed in the various classes of work under this agreement shall be increased by 2.75% and are set out in attached Exhibit "B". The pay ranges will be implemented the first full pay period on or after October 1, 2013.

D. STIPENDS, SHIFT DIFFERENTIAL AND KEY CLASS

The Department Director or his or her designee may name no more than one lead maintenance worker who will receive a \$10.00 per pay period stipend. Employees who are regularly scheduled to work swing shift or night shift will receive an additional 15 cents per hour for wages attributable to those shifts. Other employees who are called back to work or who are on standby 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.

E. 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.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1000 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

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

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

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, 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, 2014.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after March 1, 2014.

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, 2012 through September 30, 2014.

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 - WASTEWATER

FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Accounting Tech 9500	Hourly	14.7941	15.5338	16.3103	17.1259	17.9820	18.8811	19.8253	20.8166
	BiWeekly	1,183.53	1,242.70	1,304.82	1,370.07	1,438.56	1,510.49	1,586.02	1,665.33
	Monthly	2,564.32	2,692.52	2,827.11	2,968.49	3,116.88	3,272.73	3,436.38	3,608.22
	Annual	30,771.78	32,310.20	33,925.32	35,621.82	37,402.56	39,272.74	41,236.52	43,298.58
Equip Operator 9540	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16
Maint Mechanic I 9620	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16
Maint Mechanic II 9621	Hourly	18.8056	19.7460	20.7330	21.7699	22.8583	24.0012	25.2013	26.4615
	BiWeekly	1,504.45	1,579.68	1,658.64	1,741.59	1,828.66	1,920.10	2,016.10	2,116.92
	Monthly	3,259.64	3,422.64	3,593.72	3,773.45	3,962.10	4,160.22	4,368.22	4,586.66
	Annual	39,115.70	41,071.68	43,124.64	45,281.34	47,545.16	49,922.60	52,418.60	55,039.92
Maint Worker 9625	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16
Sr Equip Operator 9680	Hourly	18.1547	19.0625	20.0156	21.0163	22.0670	23.1704	24.3289	25.5454
	BiWeekly	1,452.38	1,525.00	1,601.25	1,681.30	1,765.36	1,853.63	1,946.31	2,043.63
	Monthly	3,146.82	3,304.17	3,469.38	3,642.82	3,824.95	4,016.20	4,217.01	4,427.87
	Annual	37,761.88	39,650.00	41,632.50	43,713.80	45,899.36	48,194.38	50,604.06	53,134.38
WWTP Clerk 9720	Hourly	12.6376	13.2694	13.9328	14.6295	15.3609	16.1290	16.9355	17.7821
	BiWeekly	1,011.01	1,061.55	1,114.62	1,170.36	1,228.87	1,290.32	1,354.84	1,422.57
	Monthly	2,190.52	2,300.03	2,415.01	2,535.78	2,662.55	2,795.69	2,935.49	3,082.24
	Annual	26,286.26	27,600.30	28,980.12	30,429.36	31,950.62	33,548.32	35,225.84	36,986.82
WWTP Lab Tech 9723	Hourly	17.8292	18.7206	19.6565	20.6394	21.6715	22.7551	23.8929	25.0874
	BiWeekly	1,426.34	1,497.65	1,572.52	1,651.15	1,733.72	1,820.41	1,911.43	2,006.99
	Monthly	3,090.40	3,244.91	3,407.13	3,577.49	3,756.39	3,944.22	4,141.43	4,348.48
	Annual	37,084.84	38,938.90	40,885.52	42,929.90	45,076.72	47,330.66	49,697.18	52,181.74
WWTP Operator I 9725	Hourly	15.0216	15.7728	16.5615	17.3896	18.2591	19.1721	20.1306	21.1372
	BiWeekly	1,201.73	1,261.82	1,324.92	1,391.17	1,460.73	1,533.77	1,610.45	1,690.98
	Monthly	2,603.75	2,733.94	2,870.66	3,014.20	3,164.92	3,323.17	3,489.31	3,663.79
	Annual	31,244.98	32,807.32	34,447.92	36,170.42	37,978.98	39,878.02	41,871.70	43,965.48
WWTP Operator II 9726	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16

IBEW - WASTEWATER

FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Accounting Tech 9500	Hourly	15.2009	15.9610	16.7588	17.5969	18.4765	19.4003	20.3705	21.3891
	BiWeekly	1,216.07	1,276.88	1,340.70	1,407.75	1,478.12	1,552.02	1,629.64	1,711.13
	Monthly	2,634.82	2,766.57	2,904.85	3,050.13	3,202.59	3,362.71	3,530.89	3,707.45
	Annual	31,617.82	33,198.88	34,858.20	36,601.50	38,431.12	40,352.52	42,370.64	44,489.38
Equip Operator 9540	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90
Maint Mechanic I 9620	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90
Maint Mechanic II 9621	Hourly	19.3228	20.2890	21.3032	22.3686	23.4869	24.6612	25.8943	27.1892
	BiWeekly	1,545.82	1,623.12	1,704.26	1,789.49	1,878.95	1,972.90	2,071.54	2,175.14
	Monthly	3,349.28	3,516.76	3,692.56	3,877.23	4,071.06	4,274.62	4,488.34	4,712.80
	Annual	40,191.32	42,201.12	44,310.76	46,526.74	48,852.70	51,295.40	53,860.04	56,553.64
Maint Worker 9625	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90
Sr Equip Operator 9680	Hourly	18.6540	19.5867	20.5660	21.5942	22.6738	23.8076	24.9979	26.2479
	BiWeekly	1,492.32	1,566.94	1,645.28	1,727.54	1,813.90	1,904.61	1,999.83	2,099.83
	Monthly	3,233.36	3,395.04	3,564.77	3,743.00	3,930.12	4,126.66	4,332.97	4,549.63
	Annual	38,800.32	40,740.44	42,777.28	44,916.04	47,161.40	49,519.86	51,995.58	54,595.58
WWTP Clerk 9720	Hourly	12.9851	13.6343	14.3160	15.0318	15.7833	16.5725	17.4012	18.2711
	BiWeekly	1,038.81	1,090.74	1,145.28	1,202.54	1,262.66	1,325.80	1,392.10	1,461.69
	Monthly	2,250.76	2,363.27	2,481.44	2,605.50	2,735.76	2,872.57	3,016.22	3,167.00
	Annual	27,009.06	28,359.24	29,777.28	31,266.04	32,829.16	34,470.80	36,194.60	38,003.94
WWTP Lab Tech 9723	Hourly	18.3195	19.2354	20.1971	21.2070	22.2675	23.3809	24.5500	25.7773
	BiWeekly	1,465.56	1,538.83	1,615.77	1,696.56	1,781.40	1,870.47	1,964.00	2,062.18
	Monthly	3,175.38	3,334.13	3,500.84	3,675.88	3,859.70	4,052.69	4,255.33	4,468.06
	Annual	38,104.56	40,009.58	42,010.02	44,110.56	46,316.40	48,632.22	51,064.00	53,616.68
WWTP Operator I 9725	Hourly	15.4347	16.2066	17.0169	17.8678	18.7612	19.6993	20.6842	21.7185
	BiWeekly	1,234.78	1,296.53	1,361.35	1,429.42	1,500.90	1,575.94	1,654.74	1,737.48
	Monthly	2,675.36	2,809.15	2,949.59	3,097.08	3,251.95	3,414.54	3,585.27	3,764.54
	Annual	32,104.28	33,709.78	35,395.10	37,164.92	39,023.40	40,974.44	43,023.24	45,174.48
WWTP Operator II 9726	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90

RESOLUTION 2012-234

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, four employee groups at the City of Grand Island are represented by the Union Local No. 1597, I.B.E.W., AFL-CIO (IBEW Finance, Utilities, Wastewater Treatment and Service/Clerical); and

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

WHEREAS, the contract specifies a salary adjustment of 2% in year one of the agreement and 2.75% in year two as well as all other terms and conditions outlined in the agreement, and

WHEREAS, an agreement was reached with the employee groups 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 Agreements by and between the City of Grand Island and the Union Local No. 1597, I.B.E.W., AFL-CIO, (IBEW Finance, Utilities, Wastewater Treatment and Service/Clerical) for the period of October 1, 2012 through September 30, 2014.

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Adopted by the City Council of the City of Grand Island, Nebraska, on August 28, 2012.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 28, 2012	☐ City Attorney