

# **City of Scottsbluff, Nebraska**

**Monday, July 20, 2020**

**Regular Meeting**

## **Item Reports2**

**Council to discuss and consider action on the proposed  
International Brotherhood of Electrical Workers Union (IBEW)  
Contract.**

**Staff Contact: Rick Kuckkahn, Interim City Manager**

# **AGREEMENT**

between

**CITY OF SCOTTSBLUFF**

and

**LOCAL UNION #1597  
OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**AFL-CIO**

**July 20, 2020 to September 30, 2024**

## CONTENTS

<b><u>Article</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
	PREAMBLE	1
1	RECOGNITION	2
2	DEFINITIONS	3
3	COMPLIANCE WITH THE LAW	3
4	CONDUCT OF UNION AFFAIRS	3
5	SAFETY AND WELLNESS	4
6	GRIEVANCE AND ARBITRATION	4
7	LAYOFF AND RECALL	6
8	JOB POSTING	7
9	DISCHARGE AND TERMINATION	7
10	DISCIPLINE	8
11	NO STRIKE OR LOCKOUT	8
12	HOLIDAYS	9
13	VACATION	10
14	SICK LEAVE	11
15	SPECIAL LEAVE PROVISIONS	12
16	ON THE JOB ACCIDENTS	14
17	EMPLOYEE BENEFITS	15
18	RETIREMENT PLAN	16
19	HOURS OF WORK	17
20	OVERTIME, CALLBACK AND ON CALL	17

21	SPECIAL PROVISIONS	18
22	RATE OF PAY	20
23	SCOPE OF AGREEMENT	20
24	MANAGEMENT RIGHTS	21
25	WORK RULES	23
26	SMOKING POLICY	23
27	CIR WAVIER	23
28	DURATION OF AGREEMENT	23
29	WAGE REOPENER	24
30	SIGNATURES	25
	SCHEDULE A	26
	SCHEDULE B	27

## **PREAMBLE**

This Agreement executed as of the \_\_\_\_ day of \_\_\_\_\_, by and between the City of Scottsbluff, hereinafter referred to as the "City" and Local Union No. 1597 of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the "Union".

This Agreement, made and entered into, when signed by the proper officers of the City of Scottsbluff and Local Union #1597 and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of the \_\_\_\_ day of \_\_\_\_\_.

## ARTICLE 1

### RECOGNITION

Sec. 1: The City recognizes the Union as the exclusive bargaining agent for all regular full time and regular part time employees in the Public Works Department of the City of Scottsbluff, Nebraska to including, but not limited to the classified positions in the divisions of Transportation, Environmental Services, Wastewater, Water , and Central Garage; but excluding Seasonal, Temporary, Clerical Staff, Supervisors, Deputy Directors, Directors, Management and any employee in any other Department of the City of Scottsbluff as found in case #1464 of the Nebraska Commission of Industrial Relations.

Sec. 2: Exclusion of Management or Statutory Supervisor. The terms “management or statutory supervisor” mean any individual having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The City and the Union are in agreement that employees employed as management or statutory supervisors shall be excluded from the bargaining unit.

Sec. 3: Exclusion of Confidential Employees. The term “confidential” employee means any individual who in the regular course of his duties works with, has access to, or possesses information relating to the City’s labor relations matters. The City and the Union are in agreement that employees employed in confidential positions shall be excluded from the bargaining unit.

Sec. 4: Exclusion of Temporary or Seasonal Employees. The term “temporary or seasonal employee” means any individual hired for a period of time not to exceed one (1) year. The City and the Union are in agreement that employees employed in temporary or seasonal positions shall be excluded from the bargaining unit.

Sec. 5: The City recognizes and shall not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and shall not solicit union membership on employer’s time. Neither the City nor the Union will willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

## ARTICLE 2

### DEFINITIONS

Sec. 1: For the purpose of this Agreement, the following definitions shall apply:

- a. **Introductory Employees:** All employees hired to fill a new position, or promoted, will be on an introductory status which extends for six (6) months from the date of hire or promotion. The introductory period may be extended for an additional six (6) month period.
- b. **Regular Full Time Employee:** An employee who has successfully completed the introductory period; is assigned to a position which is defined as regular full-time, working a shift schedule which will total no less than 2080 hours per year.
- c. **Regular Part Time Employee:** An employee who has successfully completed the introductory period and is assigned to a classified position working at least one-half the regular number of hours per pay period (minimum of 40 hours bi-weekly) for a department continuously for one year or longer.

## ARTICLE 3

### COMPLIANCE WITH THE LAW

Sec. 1: Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified by mutual agreement in respect to either or both parties to the extent necessary to comply with such law or regulation.

Sec. 2: If any provisions of the contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

## ARTICLE 4

### CONDUCT OF UNION AFFAIRS

Sec. 1: All employees including Union officers and representatives shall not conduct any Union activity or Union business during working hours and working areas except as specifically authorized by the provisions of this Agreement.

Sec. 2: Stewards shall be selected by the Union and function on behalf of the employees in the bargaining unit.

Sec. 3: All stewards referred to in this Agreement shall be full-time employees of the City.

Sec. 4: The City shall designate a bulletin board at a place where notices to bargaining unit employees are customarily placed by the City for the posting of official Union Notices. Material posted shall contain only factual information and shall not contain derogatory statements concerning the Employer or its employees or contain material likely to be considered offensive by the public who may be visiting or conducting business with the Employer. Material which, in the opinion of the Employer, is not in conformity with the above shall be called to the attention of a Union Representative, who will remove the material, pending a final decision as to whether the material violates this Article. Any material posted on the bulletin board shall bear signature and title of an authorized Union Representative. No materials shall be posted on any other bulletin board by either the Union or any employee of the bargaining unit without the prior approval of the Employer.

Sec. 5: Union Dues. The City upon receipt from the Union shall deduct the stated amount of dues from each employee's paycheck and forward that amount to the Union by the tenth day of the month following the month in which the deduction occurred. The City shall provide the Union with a report stating from whom and the amount deducted upon request.

Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this section of the agreement.

## **ARTICLE 5**

### **SAFETY AND WELLNESS COMMITTEE**

The Union shall appoint the bargaining unit members to the City's Safety and Wellness Committee.

## **ARTICLE 6**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Sec. 1: Should any employee or the union have a grievance arising from the interpretation of a specific provision of this Agreement, such matter shall be exclusively resolved in accordance with the provision provided herein. It is also agreed between the parties that the alleged violation of a specific provision of the



Agreement, to be arbitrable, must have occurred during the term of this Agreement. It is also specifically agreed that this grievance procedure shall not be used to change any provision of this Agreement.

Sec. 2:        Step 1: An employee believing he/she has a grievance shall notify and discuss the grievance with their Immediate Supervisor or his/her designee within fifteen (15) calendar days after the occurrence of the grievance. The employee may be accompanied by a union steward, if the employee desires. The Immediate Supervisor or his/her designee shall then have fifteen (15) calendar days to give a written response to the grievance and this response shall be given to the employee and Union Steward.

Step 2: A grievance not settled in Step 1 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Immediate Supervisor's answer and filed with the Department Director and Human Recourses Director. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The Department Director or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The Department Director shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 3: A grievance not settled in Step 2 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Department Director's answer and filed with the City Manager. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The City Manager or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The City Manager shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 4: If the Union or the employee decline to accept the City Manager's decision, and if the grievance remains unresolved, the employee or the union may within thirty (30) calendar days after receipt of the City Manager's response, request that such grievance be submitted to binding arbitration.

Sec. 3:        The time limits provided for in this Article shall be strictly followed. No grievance shall be valid unless filed or appealed within the time limits

provided herein. Failure of the grieving party to meet the time limits provided for shall result in dismissal of the grievance. Failure of the other party to meet the time limits provided for shall result in settlement of the agreement according to the remedy sought by the grieving party. The parties may, however, by mutual Agreement extend the time limit at any step of the grievance procedure.

Sec. 4:        ARBITRATION

Step 1: If Arbitration is requested by either party, an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of five (5) available Arbitrators. From this listing, the City shall strike out two (2) names, and the Union shall strike out two (2) names. The remaining Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

Step 2: 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 final and binding decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute as soon as reasonably possible after the final meeting concerning the dispute.

Sec. 5:        EXPENSES OF ARBITRATION

The expense of the Arbitrator shall be split equally by the parties.

**ARTICLE 7**

**LAYOFF AND RECALL**

Sec. 1:        The criteria set forth below shall be considered by the City Manager in selecting the employee(s) who will be subject to any layoff. The criteria are not listed in any order of priority.

- a.     The employee meets policies and staffing needs of the City, together with related contracts, ordinances, and statutes;
- b.     The knowledge, skills, and abilities of the employees affected;
- c.     Performance of the employee affected, including recent appraisals and discipling and evidence of efficiency and effectiveness; and
- d.     Required federal, state, or local certifications or licenses.

Sec. 2: If, after consideration of the criteria listed above and there is no significant difference between or among employees being considered for layoff, the employee(s) with the longest uninterrupted service to the City shall be retained.

Sec. 3: In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

## **ARTICLE 8**

### **JOB POSTING**

Sec. 1: The City will follow the guidelines of the Administration Regulations to ensure that recruitment and selection procedures are conducted in a manner that ensures compliance with contractual, legal and equal opportunity requirements. The Human Resources Director will administer and coordinate the recruitment and hiring process for all position vacancies.

Sec. 2: In-House Recruitment  
An In-House Recruitment may be conducted when the Human Resources Director is notified that a current employee is interested in an open position. The Human Resources Director will notify all city departments of the In-House Recruitment in order to give all city employees the opportunity to apply. The Human Resources Director will determine a recruitment period and set a deadline date in which an application or a Letter of Interest must be submitted to the office of Human Resources.

## **ARTICLE 9**

### **DISCHARGE AND TERMINATION OF EMPLOYMENT**

Sec. 1: If it becomes necessary to discharge an employee, he/she shall be informed in writing of the action and a pre-termination hearing shall be held with the employee and the Union if requested.

1. The City reserves the right to discharge an Introductory Employee with or without cause, at any time up to the time that he/she has completed six (6) months of continuous service.

2. Regular Full-time and Regular Part-Time Employees may be discharged only for just cause.

## **ARTICLE 10**

### **DISCIPLINE**

In the event there is a need for an employee to be disciplined, the City shall follow a progressive discipline plan as found in the personnel manual.

## **ARTICLE 11**

### **NO STRIKE AND LOCKOUT**

Sec. 1: There shall be no lockouts, strikes, slowdowns, picketing, work stoppages or interferences with governmental service, including sympathy strikes, for any reason whatsoever during the period of this Agreement. No picket lines shall be observed during the life of this Agreement.

Sec. 2: The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, picket, work stoppage or interference with operations, including sympathy strikes, for any reason whatsoever. If any strike, slow down, picket, work stoppage or interference with governmental service, including a sympathy strike, occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

Sec. 3: Individual members of the bargaining unit violating this Article may be disciplined by the City with notice thereof to the Union. Such discipline may include discharge.

Sec. 4: The City and Union acknowledge that it is unlawful for any person:

- a. To hinder, delay, limit or suspend the continuity or efficiency of any governmental service or any governmental service in a proprietary capacity, or the service of any public entity, by lockout, strike, slowdown, or other work stoppage;
- b. To coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any lockout, strike, slowdown or other work stoppage, which would hinder, delay, limit or suspend the continuity or efficiency of any governmental service or governmental service in a proprietary capacity.
- c. To aid or assist any such lockout, strike, slowdown, or other work stoppage by giving direction or guidance in the conduct of any such lockout, strike, slowdown or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of

strike, unemployment or other benefits to those participating therein.

## ARTICLE 12

### HOLIDAYS

Sec. 1: Employees receive ten (10) paid holidays per year, as follows:

*New Year's Day* – January 1st  
*Martin Luther King, Jr. Day* – 3rd Monday of January  
*President's Day* – 3rd Monday of February  
*Memorial Day* – Last Monday of May  
*Independence Day* – July 4  
*Labor Day* – 1st Monday of September  
*Veteran's Day* – November 11th  
*Thanksgiving Day* – 4th Thursday of November  
*Day after Thanksgiving Day* – 4th Friday of November  
*Christmas Day* – December 25th

Sec. 2: Regular full-time employees shall receive eight (8) hours regular pay for any holiday. Regular part-time employees shall receive four (4) hours of pay for any holiday.

- When the holiday falls on a Saturday, the preceding Friday will be observed as the official holiday. When the holiday falls on a Sunday, the following Monday will be observed as the official holiday.
- If an official holiday occurs during an employee's paid leave (vacation, sick leave, etc.), then the employee is considered to be on holiday leave for the day of the holiday, rather than any other type of leave.
- Unless excused by the City Manager, any employee who is not in a pay status on the working days immediately prior to and following a holiday, shall not receive pay for the holiday, unless such employee was absolutely unable to perform normal duty for reasons of illness, authorized leave, or other reasons determined by the City Manager to be sufficient.

## ARTICLE 13

### VACATION

Sec. 1: Regular full-time employees shall earn an annual amount of vacation as defined by the service years below:

One (1) to ten (10) years of service: 80 hours

Eleven (11) to fifteen (15) years of service: 120 hours

Sixteen (16) to twenty (20) years of service: 136 hours

After twenty (20) years of service: 160 hours

The established period of determining vacation accrual will be from the employee's original date of hire. Vacation credit earned by an employee cannot be transferred to another employee.

Vacation leave is accrued for all paid leaves, except injury leave. Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Sec. 2: The maximum amount of accumulated vacation will not exceed 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to 240 hours.

Sec. 3: Regular part-time employees, who earn prorated vacation, may accrue vacation time at one-half the rate of full-time employees based on years of service to a maximum which shall be the same as a full-time employee.

Sec. 4: In order to be granted vacation leave, an employee must apply for same according to established Department procedures. The Department Director shall forward all vacation leave requests to the Human Resources Office. A request for vacation leave should be submitted at least two weeks prior to the effective date of the leave, if possible. Department Directors shall establish vacation schedules and take into account the seasonal demand upon their respective activities when setting up vacation schedules, and spread vacations over as wide a period as possible in order to avoid any marked reduction in available personnel.

All vacation leave taken must be shown on all payroll reporting and approved by a supervisor, or the Department Head and the Human Resource Director.

All vacation earned prior to the current pay period will be available for use, with the exception of introductory status employees during their trail/training period.

## ARTICLE 14

### SICK LEAVE

Sec. 1: Sick leave will accumulate at the rate of eight (8) hours per calendar month of service, or a total of 96 hours per year (pro-rated for regular part-time employees).

Sick leave is accrued for all paid leave. No employee shall earn sick leave while on leave without pay.

Sec. 2: Sick leave may be accumulated up to 720 hours.

Sec. 3: Accumulated sick leave shall be paid out to all employees at separation of employment that have fifteen consecutive years of service. Employees shall be paid for forty percent of unused and accrued sick leave, not to exceed the equivalent of four work weeks or 160 hours total.

Sec. 4: Sick leave will only be authorized in case of:

- Personal illness/injury.
- Immediate family illness/injury/death.
- Medical/dental appointments which cannot be scheduled outside of working hours.
- Sick leave may be used when an employee has a qualifying FMLA event that is not due to a serious health condition (i.e., birth, adoption, foster care).

For the purpose of sick leave usage, immediate family member is defined as a spouse, child, parent, in-law, and step relation – mother/father/son/daughter, or person living in the same household who is a legal or IRS defined dependent. The City Manager may grant the use of sick leave for other family members based on extenuating or emergency situations.

A Department Director may require a medical report from an employee's physician verifying the employee's ability to return to work or to verify illness of an employee out on sick leave for a period of three days or longer.

Sick leave taken must be shown on all payroll reporting and approved by supervisor, or Department Head and the Human Resource Director.

Sec. 5: Sick leave accumulated in excess of the maximum as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation leave for every three hours of unused sick leave, subject to the maximum vacation leave accrual limits. The converted hours shall be added to the regular vacation balance.

## ARTICLE 15

### SPECIAL LEAVE PROVISIONS

**Sec. 1:** The City shall grant leave of absence with pay to Regular Full-Time and Regular Part-Time Employees for the following reasons and subject to the applied restrictions.

**A. Bereavement Leave.**

**Immediate Family:** Regular Full-Time employees shall be granted bereavement leave of up to twenty-four (24) hours for the death of a member of the employees' immediate family and regular part-time employees shall be granted bereavement leave up to twelve (12) hours. The amount and type of leave granted will be based on travel and other circumstances. The funeral leave request shall be submitted in writing to the Human Resources Director by the department head and state the specific reason(s) and surrounding circumstance(s) for the requested leave time. The City Manager may authorize the amount and type of leave if circumstances or the travel distance from Scottsbluff warrants additional time.

Immediate Family shall be defined as Spouse, Child, Parent, Grandparent, and Grandchild, Brother, Sister.

In-law shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister.

Step relation shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister and Spouse's Step Siblings. In addition, a person living in the same household who is a legal or IRS defined dependent shall also qualify for the bereavement leave.

**Funeral Leave – Others:** Funeral leave may be used for any person not included under immediate family for Bereavement Leave. Regular Full-Time employees shall be granted eight (8) hours and Regular Part-Time employees shall be granted four (4) hours per calendar year. This leave may be used in 15-minute increments and once the employee has exhausted this leave in a calendar year, they will be required to use other paid leave to attend a funeral or memorial service.

**City Employee:** In the event of the death of a current or past City of Scottsbluff employee, the members of the individual's department may be granted leave from scheduled work hours to attend the funeral or memorial services with the prior approval of the Department Director. City employees from other departments may also be granted leave to attend



the services depending on minimum staffing requirements and with the prior approval of the Department Director and City Manager.

**B. Jury Duty/Court Duty**

Each employee shall notify his/her supervisor of anticipated jury duty or subpoena.

An employee will be granted leave to perform jury duty or answer a subpoena and while on leave, will be paid his/her regular base salary. At completion of jury duty or subpoena, the employee shall pay or endorse his/her compensation check to the City and shall retain the payment he/she receives for expenses incurred. It is the responsibility of the employee to provide Payroll with a copy of the check they received from the court.

If any employee elects to charge his/her time while attending jury duty or answering a subpoena to vacation, he/she may do so; however, in this instance, the employee will retain the checks for both compensation and expenses. In the event that jury duty falls outside of the employee's work schedule, the employee will be allowed to keep the court payment in full or at a prorated rate. The employee will be required to submit a copy of their work schedule and documentation of the dates they served on jury duty in order for the payroll department to determine the proper allowance.

Employees who are dismissed from duties described above before the City's normal quitting time shall return to their respective place of work for the remainder of the day.

Court appearances, as a witness on City business, will be counted as time worked. All other court appearances for personal business will be counted as vacation, limited to accumulated vacation leave.

**d. Leave of Absence without Pay:**

An employee may be granted a leave of absence for a specific period by the City Manager. Such leave may be granted only for very good reasons and except in unusual cases, will not be granted if it is for the profit or pleasure of the employee. Leaves of absence should be applied for at the earliest possible date. When this leave expires, the employee must report for work or be considered as absent without leave. Leave extensions should be requested prior to the end of the original leave unless there is an un-foreseeable emergency. Except for extended active military duty, a leave of absence and extensions of leave cannot exceed one year. Employees granted a leave of absence without pay will not accumulate fringe benefits during such leave. In order to continue participation in the

City's health and life insurance plans during a leave of absence, the employee must assume the entire cost of the insurance premium designated. Details are available from the Human Resources Director.

No sick leave, holiday vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing.

**e. Military Leave:**

Military leave shall be governed by Neb. Rev. Stat. Sections 55-160 through 55-166 (Reissue 2004) or as amended by the Legislature, and by the Uniformed Services Employment and Reemployment Rights Act.

**f. Blood Bank Donations:**

All regular full-time and regular part-time employees are encouraged to donate whole blood or plasma to the local Blood Bank. Employees will be paid for time off for volunteering to donate blood provided they have approval from their supervisor.

**g. Family Medical Leave:**

FMLA shall be administered in accordance with the Act as provided in 1993 or as amended and as described in the City's Personnel Manual.

**h. Personal Day:**

Each employee shall be granted 1 personal day (8 hours) per fiscal year. The personal day must be used and cannot be carried over.

## **ARTICLE 16**

### **ON THE JOB ACCIDENTS**

**Sec. 1:** The City shall maintain insurance to comply with Nebraska Worker's Compensation law as amended.

**Sec. 2:** If there is an on-the-job injury and the employee receives worker's compensation payments for the lost wages, the employee shall be allowed to use sick, vacation and personal leave so that the employee receives base pay equal to what he/she earned prior to the accident.

**Sec. 3:** The employee or the employee's representative must submit a medical report to the City Clerk/Risk Manager and Human Resources Director

which indicates whether the prognosis for recovery will allow the employee to return to his/her previous position or whether other duties may be possible. If, in the opinion of the physician, the employee is unable to return to his/her previous position with the City, the employee may be considered for any vacant position in the City for which he/she is qualified.

## **ARTICLE 17**

### **EMPLOYEE BENEFITS**

#### **Sec. 1: Employee Health and Dental Insurance:**

The City will provide health and dental insurance to regular full-time employees. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Employees are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised of recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meeting is to get immediate information about any changes to the plan.

Regular Part-Time employees are eligible to participate in the plan if they agree to a deduction from their pay for the entire amount of the premium for such coverage as designated by the City. Retired employees are not eligible to receive health benefits under the City's insurance program except as provided by COBRA.

If an employee is able to demonstrate that he/she or one of his/her dependents suffers from an illness or disease that is not covered by the City's health plan, and the employee has access to alternative primary coverage which does cover such illness or disease, the City Council may declare a hardship and permit such employee to apply a fixed dollar amount allowance, as determined by the City Council, from the City toward the purchase of such alternative primary coverage in place of the City health plan.

#### **Sec. 2: Flexible Spending Program:**

Regular full-time and regular part-time employees who have completed the introductory period are eligible to participate in the Flexible Spending Program. This program allows employees to use pre-tax dollars to pay for unreimbursed medical and dependent care expenses. Health and dental premiums for all employees will be deducted pre-tax through the payroll system. The program is governed by Section 125 of the Internal Revenue Code and more information is available from the Human Resources Director. Employees are eligible to enroll after they have successfully completed the introductory period or annually during the open enrollment period.

**Sec. 3: Life Insurance**

A \$30, 000 term life insurance policy is provided by the City for each full-time employee at the beginning of the first full month of service. The City pays the full premium for such insurance. Employees have the option to purchase additional supplemental insurance, provided the additional premium is paid entirely by the employee. Retired employees are not eligible to continue under the group life insurance and it is not transferable.

**Sec. 4: Disability Insurance**

Full-time general employees are eligible to participate in group long term disability insurance. Long term disability insurance provides employees a portion of their wages if they are injured or disabled and unable to work. Employees pay the entire premium and participation is optional for the coverage.

**ARTICLE 18**

**RETIREMENT PLAN**

**Sec. 1: General City Employees' Retirement Plan:**

Regular full-time employees must participate in the following retirement system plan as established by the City.

In addition to Federal Social Security, a pension plan has been established by Chapter 6, Article 5 of the Scottsbluff Municipal Code for the benefit of eligible full-time employees, excluding employees subject to the provisions of the police officers and firefighter's retirement systems. A general employee shall become eligible to participate in the Plan on the first day of the month following the completion of one year of continuous employment and having reached his/her 21st birthday. Three percent of the employee's earned income before taxes is withheld with an equal amount contributed by the City. In addition, employees may exercise an option to contribute an additional amount after taxes of up to ten percent of their income to the Plan. The City will provide an additional match equal to the amount of the Employee's Voluntary Contribution, but not to exceed three percent.

**Sec. 2: Deferred Compensation**

The City provides an option to regular full-time employees to invest a portion of their present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount can be designated by employees to be withheld from their paycheck and invested for payment at a later date, usually at retirement. Under this arrangement neither the deferred amount nor earnings on the investments are subject to current Federal income taxes until such time as the employee receives payment from the plan. Employees must contact their Human Resource Director to enroll. Deferred\_Compensation is in addition to Social Security and retirement systems benefits the City provides.

## ARTICLE 19

### HOURS OF WORK

Sec. 1: The workweek shall consist of seven (7) consecutive days beginning at 12:01 a.m. on Monday and ending on the following Sunday at midnight.

Sec. 2: The regular workweek will be forty (40) hours per week, consisting of eight (8) consecutive hours worked during five (5) consecutive days, Monday through Friday. The Schedule shall be established by the division supervisor.

Sec. 3: Employees will be granted a fifteen (15) minute break once between starting time and meal break and once between the meal break and quitting time. Employees shall be granted a minimum of a half (½) hour meal break. The Departments shall determine the length of the meal break by mutual agreement.

Sec. 4: Employees will be paid in accordance with Schedule A of this Agreement for time spent traveling from headquarters to the job site, job site to job site, and job site to headquarters. Headquarters means the employee's regular established reporting place.

## ARTICLE 20

### OVERTIME, CALL BACK AND ON CALL

Sec. 1: All time worked by employees over 40 hours per work week shall be paid at the rate of one and one half (1.5) the employees base hourly rate of pay. Employees shall be allowed to use flex time at the employees choice in lieu of payment for overtime hours worked. All time shall be computed on the nearest quarter hour. Management shall approve and attempt to distribute overtime hours as equally as possible.

Sec. 2: A minimum of two (2) hours pay at their regular rate for each call back shall be allowed to all employees who are called back to work after having been released from their regular day's work. All hours worked shall be at time and one half (1.5) the employees regular rate. The Employee shall be paid from the time they are notified to come to work.

Sec. 3: Employees shall not be required to take time off to avoid payment of overtime.

Sec. 4: On Call:  
Certain departments shall be assigned "On Call" duty. On Call is defined as being available for service work during all non-business hours.

On call duty shall be alternated. Employees are On Call for one week intervals ("call week"). The call week is defined as from end of regular workhours on Friday until start of regular workhours the following Friday.

Frequency of an employee being On Call is determined by the number of employees who are trained to take call. A call schedule shall be posted on a monthly calendar and posted in each department. In an emergency situation, all trained personnel shall be subject to call out. On call employees need to be within a reasonable response time of their location when On Call and shall be able to respond to the call promptly after they are notified.

Employees who are On Call are also required to be fit for duty. It is the responsibility of the employees who are On Call to be able to be contacted. If the employees On Call in a particular week are unavailable, all trained employees are subject to call out. Trading On Call shall be allowed.

Sec. 5: On Call Pay:

City employees who are required to pull call duty will be compensated with 3 hours of regular pay per week.

Sec. 6: Computation of Overtime:

Compensation of overtime pay shall be computed on the basis of the number of hours actually worked within the 40 hour work period. Leave time for sick leave, bereavement leave, funeral leave, leave due to weather related office closure, excused absence without pay, injury leave or jury duty leave shall not be considered when calculating hours worked. Other paid leave such as holidays, personal leave and vacation will be treated the same as hours worked. Overtime hours shall be reimbursed at a rate of one and one-half times the regular hourly rate.

## **ARTICLE 21**

### **SPECIAL PROVISIONS**

Sec. 1: Mutual Aid:

An employee who volunteers to work during an emergency on the property of another City shall be compensated at the employee's established rate and all contract provisions apply.

Sec. 2: Licenses and Fees:

The City shall pay the fees and dues for all licenses required as a term of employment. The City shall reimburse all employees that are required to have a Commercial Drivers License (CDL) the cost of the CDL and subsequent renewals while employed by the City.

Sec 3: Contracting Work:

The City agrees that none of the work covered in this Agreement shall be let to a contractor, the result of which causes a layoff of any regular full-time or part-time employee of the City.

Sec. 4: Travel Expenses For City Business:

All employees who are required to travel on City business shall receive payment of expenses incurred in accordance with provisions of the City's Administrative Regulations.

Sec. 5: Equipment:

The City shall furnish all tools and such protective equipment applicable to particular types of work, and it is the rule of the parties hereto that such equipment be used. The said items will remain the property of the City.

Sec. 6: Clothing Allowance:

Employees are provided a clothing allowance by the City at its discretion. Each employee that is covered by this agreement shall receive a minimum of \$ 300.00 per calendar year to buy or purchase boots or clothing for their job with the city.

Sec. 7: Mileage Reimbursement:

See City Administrative Regulations.

Sec. 8: Payday:

Pay periods for employees shall be every two weeks ending at midnight Sunday. Payday shall be Thursday following the close of the pay period or may be extended in the event of an emergency. When payday falls on a holiday, every effort will be made to pay the employees on the workday preceding the holiday.

Sec. 9: Tuition Reimbursement:

All Regular Full-Time employees are encouraged to attend courses and training opportunities that will enhance service to the citizens of Scottsbluff. The City has created a fund from which to reimburse tuition and training costs for full-time employees on a first come, first served basis. The following guidelines apply:

Prior to enrolling in a course, the employee must complete a Tuition Assistance Request form and submit it to the Department Head. The Department Head and Human Resources Director will make a recommendation to the City Manager for approval or denial.

Approval is based on the appropriateness of the course of study to the employee's position and duties, the potential for improving the department's and the employee's effectiveness, and the availability of budgeted funds, as determined by the Department Head, Human Resources Director, and the City Manager. A copy of the written approval will be submitted to the Human Resources Director for placement in the employee's file prior to undertaking coursework.

Reimbursement will be made at the completion of the course by the employee after receiving verification from the institution of course completion and that a grade of "C" or higher was received for the course. Employees eligible for reimbursement of tuition cost from any other private or public source are expected to avail themselves of those benefits first and it is the responsibility of the employee to provide Human Resources documentation of payment(s).

Reimbursement is limited to \$600.00 per fiscal year per individual who has met the qualifications of the program.

A copy of the transcript from the institution and documentation of payment shall be submitted to the Human Resources Director for placement in the employee's file.

Tuition assistance reimbursement will be required to be paid back based upon the following schedule:

- Employee's shall reimburse the City 75% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the first year after receiving reimbursement.
- Employee's shall reimburse the City 50% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the second year after receiving reimbursement.
- Employee's shall reimburse the City 25% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the third year after receiving reimbursement.
- No reimbursement shall be required after the third year.

## **ARTICLE 22**

### **RATE OF PAY**

Sec. 1: The wages in effect during this Agreement are as set forth in Schedule A and B attached hereto.

## **ARTICLE 23**

### **SCOPE OF AGREEMENT**

Sec. 1: The parties mutually agree that this Agreement 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 Agreement 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.

Sec. 2: 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.

Sec. 3: 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 24**

### **MANAGEMENT RIGHTS**

Sec. 1: All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Sec. 2: This clause reserves to the employer the right to take unilateral action, with respect to certain terms and conditions of employment without an obligation to bargain with the Union about that action.

Sec. 3: In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, and are not in conflict with this Agreement.

- a. The right to determine, effectuate and implement the objectives and goals of the City.
- b. The right to manage and supervise all operations and functions of the City.
- c. The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue City operations, work shifts and working hours.
- d. The right to establish, modify, change and discontinue work standards.

- e. The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of City property; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue City operations or other legitimate reasons.
- f. The right to increase, reduce, change, modify and alter the size and composition of the work force.
- g. The right to determine, establish, set and implement management organization policies of the City for the selection, training, transfer and reorganization of employees.
- h. The right to create, establish, change, modify and discontinue any City function or operation.
- i. The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, and public relations procedures and policies.
- j. The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures and policies.
- k. The right to determine and enforce employee work abilities and quality and quantity standards.
- l. The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- m. The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.

## **ARTICLE 25**

### **WORK RULES**

The Employer may adopt rules and regulations for the operation of the City and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the City Employee Handbook, except for Section 4 (Compensation – Benefits – Recognition), Section 5 (Leaves), and Section 6 (Training – Travel).

## **ARTICLE 26**

### **SMOKING POLICY**

Smoking is prohibited throughout Employer's facilities and vehicles.

## **ARTICLE 27**

### **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 \_\_\_\_\_, through September 30, 2024.

## **ARTICLE 28**

### **DURATION OF AGREEMENT**

Sec. 1: This Agreement shall be in full force and effective upon ratification and execution of this Agreement to September 30, 2024, only.

Sec. 2: In the event either party to this Agreement provides sixty (60) days' written notice to the other prior to the expiration of this Agreement of a desire to meet for the purpose of negotiating a replacement contract, the party receiving such notice agrees to respond within (7) calendar days for the purpose of establishing mutually agreeable times and places for the commencement of bargaining on a replacement contract. In the event neither party provides notice to meet for the purpose of negotiating a replacement contract, the contract shall continue in full force.

## **ARTICLE 29**

### **WAGE REOPENER**

During the term of the contract, contract language may be modified if recommended by the Union and mutually agreed to by the City. The contract may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental premiums. This provision is not to be construed as a broad license to re-negotiate the contract in its entirety prior to the expiration of the contract.

## ARTICLE 30

### SIGNATURE

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized and effective as of the \_\_\_\_ day of \_\_\_\_\_.

CITY OF SCOTTSBLUFF

LOCAL 1597, I.B.E.W.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BUSINESS MANAGER

\_\_\_\_\_  
CITY MANAGER

## SCHEDULE A

SCOTTSBLUFF SCHEDULE A

*\*effective date July 20, 2020 (pending council approval)*

JOB TITLE:

PAY SCALE BY POSITION

	A	B	C	D	E	L1	L2	L3
Maintenance Worker-Water	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Maintenance Worker-Wastewater	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Transportation-Motor Equipment Operator	15.25	16.01	16.81	17.65	18.54	19.46	20.44	21.46
Wastewater Plant Operator I	16.01	16.81	17.65	18.53	19.46	20.43	21.45	22.53
Water System Operator I	16.65	17.48	18.36	19.27	20.24	21.25	22.31	23.43
Heavy Equipment Operator - Transportation	16.57	17.40	18.27	19.18	20.14	21.15	22.21	23.32
Solid Waste Equipment Operator	16.33	17.15	18.00	18.90	19.85	20.84	21.88	22.98
Maintenance Mechanic	17.65	18.53	19.46	20.43	21.45	22.53	23.65	24.84
Wastewater Plant Operator II	18.53	19.46	20.43	21.45	22.52	23.65	24.83	26.07
Water System Operator II	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Construction-Location Specialist	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Lead Maintenance Mechanic	19.62	20.60	21.63	22.71	23.85	25.04	26.29	27.61
Stormwater Program Specialist	20.90	21.95	22.93	23.94	24.96	25.97	28.00	29.40

Step A shall be for a period of 6 months (intro period may be extended, if performance expectation hasn't been met during 6M training period)

Step B, C, D, E, L1 shall be for a period of 1 year (eligibility based on satisfactory performance review)

L2 shall be for a period of 2 years (eligibility based on satisfactory performance review)

L3 shall be for a period of 3 years (eligibility based on satisfactory performance review)

## **SCHEDULE B**

### **Exceptional Merit Pay Increase:**

Employees in a classified position are eligible for pay increases for exceptional meritorious service, provided the employee has occupied the position during an uninterrupted evaluation year. Such pay increases shall consist of one pay step more than normally granted the employee and must be recommended and justified in writing by the Department Head to the City Manager stating specific reasons for the recommendation.

### **Working out of Class:**

Employees who are performing the primary duties of a higher classified position on a temporary basis, such as for the purpose of covering a supervisor's absence are eligible for additional compensation for working out of their classification. The employees may receive a one-step increase or 5% additional pay if the assignment which requires working out of class longer than two weeks. Assignments of this nature must be requested in written form and approved by City Manager, unless defined in the labor contract.

### **Pay Grades in Transfer:**

If the City chooses to transfer an employee from one full-time position to another within the same department or from one department to another, the pay grade will be that called for by the new position, but not less than their current wage. The employee shall retain other benefits earned from the original date of employment by the City provided the employee is entitled to such benefits in the new position.

### **Pay Grades in Promotion or Demotion:**

If an employee is promoted, the new pay grade shall be a rate of pay, as determined by the City Manager within the range of pay established for the grade to which that classification is assigned, but not less than their current wage. If an employee is demoted, the employee automatically assumes the pay range for the lower position in the step which the employee was holding in the previous position, provided the tenure with the City allows this step and it is a lower pay amount than earned prior to the demotion.

### **Reclassification:**

In the event of a recommendation for a reclassification of a position covered by this agreement, the City and the Union shall negotiate the changes.

# **AGREEMENT**

between

**CITY OF SCOTTSBLUFF**

and

**LOCAL UNION #1597  
OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**AFL-CIO**

**July 20, 2020 to September 30, 2024**



## CONTENTS

<b><u>Article</u></b>	<b><u>Title</u></b>	<b><u>Page</u></b>
	PREAMBLE	1
1	RECOGNITION	2
2	DEFINITIONS	3
3	COMPLIANCE WITH THE LAW	3
4	CONDUCT OF UNION AFFAIRS	3
5	SAFETY AND WELLNESS	4
6	GRIEVANCE AND ARBITRATION	4
7	LAYOFF AND RECALL	6
8	JOB POSTING	7
9	DISCHARGE AND TERMINATION	7
10	DISCIPLINE	8
11	NO STRIKE OR LOCKOUT	8
12	HOLIDAYS	9
13	VACATION	10
14	SICK LEAVE	11
15	SPECIAL LEAVE PROVISIONS	12
16	ON THE JOB ACCIDENTS	14
17	EMPLOYEE BENEFITS	15
18	RETIREMENT PLAN	16
19	HOURS OF WORK	17
20	OVERTIME, CALLBACK AND ON CALL	17

21	SPECIAL PROVISIONS	18
22	RATE OF PAY	20
23	SCOPE OF AGREEMENT	20
24	MANAGEMENT RIGHTS	21
25	WORK RULES	23
26	SMOKING POLICY	23
27	CIR WAVIER	23
28	DURATION OF AGREEMENT	23
29	WAGE REOPENER	24
30	SIGNATURES	25
	SCHEDULE A	26
	SCHEDULE B	27

## **PREAMBLE**

This Agreement executed as of the \_\_\_\_ day of \_\_\_\_\_, by and between the City of Scottsbluff, hereinafter referred to as the "City" and Local Union No. 1597 of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO hereinafter referred to as the "Union".

This Agreement, made and entered into, when signed by the proper officers of the City of Scottsbluff and Local Union #1597 and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of the \_\_\_\_ day of \_\_\_\_\_.

## ARTICLE 1

### RECOGNITION

Sec. 1: The City recognizes the Union as the exclusive bargaining agent for all regular full time and regular part time employees in the Public Works Department of the City of Scottsbluff, Nebraska to including, but not limited to the classified positions in the divisions of Transportation, Environmental Services, Wastewater, Water , and Central Garage; but excluding Seasonal, Temporary, Clerical Staff, Supervisors, Deputy Directors, Directors, Management and any employee in any other Department of the City of Scottsbluff as found in case #1464 of the Nebraska Commission of Industrial Relations.

Sec. 2: Exclusion of Management or Statutory Supervisor. The terms “management or statutory supervisor” mean any individual having authority, in the interest of the City, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The City and the Union are in agreement that employees employed as management or statutory supervisors shall be excluded from the bargaining unit.

Sec. 3: Exclusion of Confidential Employees. The term “confidential” employee means any individual who in the regular course of his duties works with, has access to, or possesses information relating to the City’s labor relations matters. The City and the Union are in agreement that employees employed in confidential positions shall be excluded from the bargaining unit.

Sec. 4: Exclusion of Temporary or Seasonal Employees. The term “temporary or seasonal employee” means any individual hired for a period of time not to exceed one (1) year. The City and the Union are in agreement that employees employed in temporary or seasonal positions shall be excluded from the bargaining unit.

Sec. 5: The City recognizes and shall not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and shall not solicit union membership on employer’s time. Neither the City nor the Union will willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

## ARTICLE 2

### DEFINITIONS

Sec. 1: For the purpose of this Agreement, the following definitions shall apply:

- a. **Introductory Employees:** All employees hired to fill a new position, or promoted, will be on an introductory status which extends for six (6) months from the date of hire or promotion. The introductory period may be extended for an additional six (6) month period.
- b. **Regular Full Time Employee:** An employee who has successfully completed the introductory period; is assigned to a position which is defined as regular full-time, working a shift schedule which will total no less than 2080 hours per year.
- c. **Regular Part Time Employee:** An employee who has successfully completed the introductory period and is assigned to a classified position working at least one-half the regular number of hours per pay period (minimum of 40 hours bi-weekly) for a department continuously for one year or longer.

## ARTICLE 3

### COMPLIANCE WITH THE LAW

Sec. 1: Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified by mutual agreement in respect to either or both parties to the extent necessary to comply with such law or regulation.

Sec. 2: If any provisions of the contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

## ARTICLE 4

### CONDUCT OF UNION AFFAIRS

Sec. 1: All employees including Union officers and representatives shall not conduct any Union activity or Union business during working hours and working areas except as specifically authorized by the provisions of this Agreement.

Sec. 2: Stewards shall be selected by the Union and function on behalf of the employees in the bargaining unit.

Sec. 3: All stewards referred to in this Agreement shall be full-time employees of the City.

Sec. 4: The City shall designate a bulletin board at a place where notices to bargaining unit employees are customarily placed by the City for the posting of official Union Notices. Material posted shall contain only factual information and shall not contain derogatory statements concerning the Employer or its employees or contain material likely to be considered offensive by the public who may be visiting or conducting business with the Employer. Material which, in the opinion of the Employer, is not in conformity with the above shall be called to the attention of a Union Representative, who will remove the material, pending a final decision as to whether the material violates this Article. Any material posted on the bulletin board shall bear signature and title of an authorized Union Representative. No materials shall be posted on any other bulletin board by either the Union or any employee of the bargaining unit without the prior approval of the Employer.

Sec. 5: Union Dues. The City upon receipt from the Union shall deduct the stated amount of dues from each employee's paycheck and forward that amount to the Union by the tenth day of the month following the month in which the deduction occurred. The City shall provide the Union with a report stating from whom and the amount deducted upon request.

Indemnification. The Union shall indemnify the City and hold it harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action taken by the City for the purpose of complying with the provisions of this section of the agreement.

## **ARTICLE 5**

### **SAFETY AND WELLNESS COMMITTEE**

The Union shall appoint the bargaining unit members to the City's Safety and Wellness Committee.

## **ARTICLE 6**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Sec. 1: Should any employee or the union have a grievance arising from the interpretation of a specific provision of this Agreement, such matter shall be exclusively resolved in accordance with the provision provided herein. It is also agreed between the parties that the alleged violation of a specific provision of the

Agreement, to be arbitrable, must have occurred during the term of this Agreement. It is also specifically agreed that this grievance procedure shall not be used to change any provision of this Agreement.

Sec. 2:        Step 1: An employee believing he/she has a grievance shall notify and discuss the grievance with their Immediate Supervisor or his/her designee within fifteen (15) calendar days after the occurrence of the grievance. The employee may be accompanied by a union steward, if the employee desires. The Immediate Supervisor or his/her designee shall then have fifteen (15) calendar days to give a written response to the grievance and this response shall be given to the employee and Union Steward.

Step 2: A grievance not settled in Step 1 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Immediate Supervisor's answer and filed with the Department Director and Human Recourses Director. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The Department Director or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The Department Director shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 3: A grievance not settled in Step 2 which the employee or the Union wishes to pursue further shall be placed in writing and signed by the employee or the Union within fifteen (15) calendar days from the Department Director's answer and filed with the City Manager. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The written grievance shall specify the contract provision violated by the City's action that caused the violation and the remedy requested. The City Manager or his/her designee shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his/her Designee in an attempt to resolve the dispute. The City Manager shall supply both the employee and the Business Manager of the Union his written response within ten (10) calendar days of this meeting.

Step 4: If the Union or the employee decline to accept the City Manager's decision, and if the grievance remains unresolved, the employee or the union may within thirty (30) calendar days after receipt of the City Manager's response, request that such grievance be submitted to binding arbitration.

Sec. 3:        The time limits provided for in this Article shall be strictly followed. No grievance shall be valid unless filed or appealed within the time limits

provided herein. Failure of the grieving party to meet the time limits provided for shall result in dismissal of the grievance. Failure of the other party to meet the time limits provided for shall result in settlement of the agreement according to the remedy sought by the grieving party. The parties may, however, by mutual Agreement extend the time limit at any step of the grievance procedure.

Sec. 4:        ARBITRATION

Step 1: If Arbitration is requested by either party, an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of five (5) available Arbitrators. From this listing, the City shall strike out two (2) names, and the Union shall strike out two (2) names. The remaining Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

Step 2: 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 final and binding decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute as soon as reasonably possible after the final meeting concerning the dispute.

Sec. 5:        EXPENSES OF ARBITRATION

The expense of the Arbitrator shall be split equally by the parties.

**ARTICLE 7**

**LAYOFF AND RECALL**

Sec. 1:        The criteria set forth below shall be considered by the City Manager in selecting the employee(s) who will be subject to any layoff. The criteria are not listed in any order of priority.

- a.     The employee meets policies and staffing needs of the City, together with related contracts, ordinances, and statutes;
- b.     The knowledge, skills, and abilities of the employees affected;
- c.     Performance of the employee affected, including recent appraisals and disciplining and evidence of efficiency and effectiveness; and
- d.     Required federal, state, or local certifications or licenses.



Sec. 2: If, after consideration of the criteria listed above and there is no significant difference between or among employees being considered for layoff, the employee(s) with the longest uninterrupted service to the City shall be retained.

Sec. 3: In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off.

## **ARTICLE 8**

### **JOB POSTING**

Sec. 1: The City will follow the guidelines of the Administration Regulations to ensure that recruitment and selection procedures are conducted in a manner that ensures compliance with contractual, legal and equal opportunity requirements. The Human Resources Director will administer and coordinate the recruitment and hiring process for all position vacancies.

Sec. 2: In-House Recruitment

An In-House Recruitment may be conducted when the Human Resources Director is notified that a current employee is interested in an open position. The Human Resources Director will notify all city departments of the In-House Recruitment in order to give all city employees the opportunity to apply. The Human Resources Director will determine a recruitment period and set a deadline date in which an application or a Letter of Interest must be submitted to the office of Human Resources.

## **ARTICLE 9**

### **DISCHARGE AND TERMINATION OF EMPLOYMENT**

Sec. 1: If it becomes necessary to discharge an employee, he/she shall be informed in writing of the action and a pre-termination hearing shall be held with the employee and the Union if requested.

1. The City reserves the right to discharge an Introductory Employee with or without cause, at any time up to the time that he/she has completed six (6) months of continuous service.

2. Regular Full-time and Regular Part-Time Employees may be discharged only for just cause.

## **ARTICLE 10**

### **DISCIPLINE**

In the event there is a need for an employee to be disciplined, the City shall follow a progressive discipline plan as found in the personnel manual.

## **ARTICLE 11**

### **NO STRIKE AND LOCKOUT**

Sec. 1: There shall be no lockouts, strikes, slowdowns, picketing, work stoppages or interferences with governmental service, including sympathy strikes, for any reason whatsoever during the period of this Agreement. No picket lines shall be observed during the life of this Agreement.

Sec. 2: The Union, its officers, agents and members agree that they will not authorize, ratify, permit, aid, assist, or participate in any strike, slow down, picket, work stoppage or interference with operations, including sympathy strikes, for any reason whatsoever. If any strike, slow down, picket, work stoppage or interference with governmental service, including a sympathy strike, occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such unauthorized action and to maintain full operations.

Sec. 3: Individual members of the bargaining unit violating this Article may be disciplined by the City with notice thereof to the Union. Such discipline may include discharge.

Sec. 4: The City and Union acknowledge that it is unlawful for any person:

- a. To hinder, delay, limit or suspend the continuity or efficiency of any governmental service or any governmental service in a proprietary capacity, or the service of any public entity, by lockout, strike, slowdown, or other work stoppage;
- b. To coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any lockout, strike, slowdown or other work stoppage, which would hinder, delay, limit or suspend the continuity or efficiency of any governmental service or governmental service in a proprietary capacity.
- c. To aid or assist any such lockout, strike, slowdown, or other work stoppage by giving direction or guidance in the conduct of any such lockout, strike, slowdown or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of

strike, unemployment or other benefits to those participating therein.

## ARTICLE 12

### HOLIDAYS

Sec. 1: Employees receive ten (10) paid holidays per year, as follows:

*New Year's Day* – January 1st  
*Martin Luther King, Jr. Day* – 3rd Monday of January  
*President's Day* – 3rd Monday of February  
*Memorial Day* – Last Monday of May  
*Independence Day* – July 4  
*Labor Day* – 1st Monday of September  
*Veteran's Day* – November 11th  
*Thanksgiving Day* – 4th Thursday of November  
*Day after Thanksgiving Day* – 4th Friday of November  
*Christmas Day* – December 25th

Sec. 2: Regular full-time employees shall receive eight (8) hours regular pay for any holiday. Regular part-time employees shall receive four (4) hours of pay for any holiday.

- When the holiday falls on a Saturday, the preceding Friday will be observed as the official holiday. When the holiday falls on a Sunday, the following Monday will be observed as the official holiday.
- If an official holiday occurs during an employee's paid leave (vacation, sick leave, etc.), then the employee is considered to be on holiday leave for the day of the holiday, rather than any other type of leave.
- Unless excused by the City Manager, any employee who is not in a pay status on the working days immediately prior to and following a holiday, shall not receive pay for the holiday, unless such employee was absolutely unable to perform normal duty for reasons of illness, authorized leave, or other reasons determined by the City Manager to be sufficient.

## ARTICLE 13

### VACATION

Sec. 1: Regular full-time employees shall earn an annual amount of vacation as defined by the service years below:

One (1) to ten (10) years of service: 80 hours  
Eleven (11) to fifteen (15) years of service: 120 hours  
Sixteen (16) to twenty (20) years of service: 136 hours  
After twenty (20) years of service: 160 hours

The established period of determining vacation accrual will be from the employee's original date of hire. Vacation credit earned by an employee cannot be transferred to another employee.

Vacation leave is accrued for all paid leaves, except injury leave. Vacation leave will not accrue while an employee is on leave of absence without pay. Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

Sec. 2: The maximum amount of accumulated vacation will not exceed 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to 240 hours.

Sec. 3: Regular part-time employees, who earn prorated vacation, may accrue vacation time at one-half the rate of full-time employees based on years of service to a maximum which shall be the same as a full-time employee.

Sec. 4: In order to be granted vacation leave, an employee must apply for same according to established Department procedures. The Department Director shall forward all vacation leave requests to the Human Resources Office. A request for vacation leave should be submitted at least two weeks prior to the effective date of the leave, if possible. Department Directors shall establish vacation schedules and take into account the seasonal demand upon their respective activities when setting up vacation schedules, and spread vacations over as wide a period as possible in order to avoid any marked reduction in available personnel.

All vacation leave taken must be shown on all payroll reporting and approved by a supervisor, or the Department Head and the Human Resource Director.

All vacation earned prior to the current pay period will be available for use, with the exception of introductory status employees during their trail/training period.

## ARTICLE 14

### SICK LEAVE

Sec. 1: Sick leave will accumulate at the rate of eight (8) hours per calendar month of service, or a total of 96 hours per year (pro-rated for regular part-time employees).

Sick leave is accrued for all paid leave. No employee shall earn sick leave while on leave without pay.

Sec. 2: Sick leave may be accumulated up to 720 hours.

Sec. 3: Accumulated sick leave shall be paid out to all employees at separation of employment that have fifteen consecutive years of service. Employees shall be paid for forty percent of unused and accrued sick leave, not to exceed the equivalent of four work weeks or 160 hours total.

Sec. 4: Sick leave will only be authorized in case of:

- Personal illness/injury.
- Immediate family illness/injury/death.
- Medical/dental appointments which cannot be scheduled outside of working hours.
- Sick leave may be used when an employee has a qualifying FMLA event that is not due to a serious health condition (i.e., birth, adoption, foster care).

For the purpose of sick leave usage, immediate family member is defined as a spouse, child, parent, in-law, and step relation – mother/father/son/daughter, or person living in the same household who is a legal or IRS defined dependent. The City Manager may grant the use of sick leave for other family members based on extenuating or emergency situations.

A Department Director may require a medical report from an employee's physician verifying the employee's ability to return to work or to verify illness of an employee out on sick leave for a period of three days or longer.

Sick leave taken must be shown on all payroll reporting and approved by supervisor, or Department Head and the Human Resource Director.

Sec. 5: Sick leave accumulated in excess of the maximum as of December 31 of any year may be converted to vacation leave at the rate of one additional hour of vacation leave for every three hours of unused sick leave, subject to the maximum vacation leave accrual limits. The converted hours shall be added to the regular vacation balance.

## ARTICLE 15

### SPECIAL LEAVE PROVISIONS

Sec. 1: The City shall grant leave of absence with pay to Regular Full-Time and Regular Part-Time Employees for the following reasons and subject to the applied restrictions.

A. Bereavement Leave.

**Immediate Family:** Regular Full-Time employees shall be granted bereavement leave of up to twenty-four (24) hours for the death of a member of the employees' immediate family and regular part-time employees shall be granted bereavement leave up to twelve (12) hours. The amount and type of leave granted will be based on travel and other circumstances. The funeral leave request shall be submitted in writing to the Human Resources Director by the department head and state the specific reason(s) and surrounding circumstance(s) for the requested leave time. The City Manager may authorize the amount and type of leave if circumstances or the travel distance from Scottsbluff warrants additional time.

Immediate Family shall be defined as Spouse, Child, Parent, Grandparent, and Grandchild, Brother, Sister.

In-law shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister.

Step relation shall be defined as Son, Daughter, Parent, Grandparent, and Grandchild, Brother, Sister and Spouse's Step Siblings. In addition, a person living in the same household who is a legal or IRS defined dependent shall also qualify for the bereavement leave.

**Funeral Leave – Others:** Funeral leave may be used for any person not included under immediate family for Bereavement Leave. Regular Full-Time employees shall be granted eight (8) hours and Regular Part-Time employees shall be granted four (4) hours per calendar year. This leave may be used in 15-minute increments and once the employee has exhausted this leave in a calendar year, they will be required to use other paid leave to attend a funeral or memorial service.

**City Employee:** In the event of the death of a current or past City of Scottsbluff employee, the members of the individual's department may be granted leave from scheduled work hours to attend the funeral or memorial services with the prior approval of the Department Director. City employees from other departments may also be granted leave to attend

the services depending on minimum staffing requirements and with the prior approval of the Department Director and City Manager.

**B. Jury Duty/Court Duty**

Each employee shall notify his/her supervisor of anticipated jury duty or subpoena.

An employee will be granted leave to perform jury duty or answer a subpoena and while on leave, will be paid his/her regular base salary. At completion of jury duty or subpoena, the employee shall pay or endorse his/her compensation check to the City and shall retain the payment he/she receives for expenses incurred. It is the responsibility of the employee to provide Payroll with a copy of the check they received from the court.

If any employee elects to charge his/her time while attending jury duty or answering a subpoena to vacation, he/she may do so; however, in this instance, the employee will retain the checks for both compensation and expenses. In the event that jury duty falls outside of the employee's work schedule, the employee will be allowed to keep the court payment in full or at a prorated rate. The employee will be required to submit a copy of their work schedule and documentation of the dates they served on jury duty in order for the payroll department to determine the proper allowance.

Employees who are dismissed from duties described above before the City's normal quitting time shall return to their respective place of work for the remainder of the day.

Court appearances, as a witness on City business, will be counted as time worked. All other court appearances for personal business will be counted as vacation, limited to accumulated vacation leave.

**d. Leave of Absence without Pay:**

An employee may be granted a leave of absence for a specific period by the City Manager. Such leave may be granted only for very good reasons and except in unusual cases, will not be granted if it is for the profit or pleasure of the employee. Leaves of absence should be applied for at the earliest possible date. When this leave expires, the employee must report for work or be considered as absent without leave. Leave extensions should be requested prior to the end of the original leave unless there is an un-foreseeable emergency. Except for extended active military duty, a leave of absence and extensions of leave cannot exceed one year.

Employees granted a leave of absence without pay will not accumulate fringe benefits during such leave. In order to continue participation in the

City's health and life insurance plans during a leave of absence, the employee must assume the entire cost of the insurance premium designated. Details are available from the Human Resources Director.

No sick leave, holiday vacation benefits or any other fringe benefits shall accrue while the employee is on leave of absence without pay. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing.

**e. Military Leave:**

Military leave shall be governed by Neb. Rev. Stat. Sections 55-160 through 55-166 (Reissue 2004) or as amended by the Legislature, and by the Uniformed Services Employment and Reemployment Rights Act.

**f. Blood Bank Donations:**

All regular full-time and regular part-time employees are encouraged to donate whole blood or plasma to the local Blood Bank. Employees will be paid for time off for volunteering to donate blood provided they have approval from their supervisor.

**g. Family Medical Leave:**

FMLA shall be administered in accordance with the Act as provided in 1993 or as amended and as described in the City's Personnel Manual.

**h. Personal Day:**

Each employee shall be granted 1 personal day (8 hours) per fiscal year. The personal day must be used and cannot be carried over.

## **ARTICLE 16**

### **ON THE JOB ACCIDENTS**

**Sec. 1:** The City shall maintain insurance to comply with Nebraska Worker's Compensation law as amended.

**Sec. 2:** If there is an on-the-job injury and the employee receives worker's compensation payments for the lost wages, the employee shall be allowed to use sick, vacation and personal leave so that the employee receives base pay equal to what he/she earned prior to the accident.

**Sec. 3:** The employee or the employee's representative must submit a medical report to the City Clerk/Risk Manager and Human Resources Director



which indicates whether the prognosis for recovery will allow the employee to return to his/her previous position or whether other duties may be possible. If, in the opinion of the physician, the employee is unable to return to his/her previous position with the City, the employee may be considered for any vacant position in the City for which he/she is qualified.

## **ARTICLE 17**

### **EMPLOYEE BENEFITS**

#### Sec. 1: Employee Health and Dental Insurance:

The City will provide health and dental insurance to regular full-time employees. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Employees are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised or recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meeting is to get immediate information about any changes to the plan.

Regular Part-Time employees are eligible to participate in the plan if they agree to a deduction from their pay for the entire amount of the premium for such coverage as designated by the City. Retired employees are not eligible to receive health benefits under the City's insurance program except as provided by COBRA.

If an employee is able to demonstrate that he/she or one of his/her dependents suffers from an illness or disease that is not covered by the City's health plan, and the employee has access to alternative primary coverage which does cover such illness or disease, the City Council may declare a hardship and permit such employee to apply a fixed dollar amount allowance, as determined by the City Council, from the City toward the purchase of such alternative primary coverage in place of the City health plan.

#### Sec. 2: Flexible Spending Program:

Regular full-time and regular part-time employees who have completed the introductory period are eligible to participate in the Flexible Spending Program. This program allows employees to use pre-tax dollars to pay for unreimbursed medical and dependent care expenses. Health and dental premiums for all employees will be deducted pre-tax through the payroll system. The program is governed by Section 125 of the Internal Revenue Code and more information is available from the Human Resources Director. Employees are eligible to enroll after they have successfully completed the introductory period or annually during the open enrollment period.

Sec. 3: Life Insurance

A \$30, 000 term life insurance policy is provided by the City for each full-time employee at the beginning of the first full month of service. The City pays the full premium for such insurance. Employees have the option to purchase additional supplemental insurance, provided the additional premium is paid entirely by the employee. Retired employees are not eligible to continue under the group life insurance and it is not transferable.

Sec. 4: Disability Insurance

Full-time general employees are eligible to participate in group long term disability insurance. Long term disability insurance provides employees a portion of their wages if they are injured or disabled and unable to work. Employees pay the entire premium and participation is optional for the coverage.

**ARTICLE 18**

**RETIREMENT PLAN**

Sec. 1: General City Employees' Retirement Plan:

Regular full-time employees must participate in the following retirement system plan as established by the City.

In addition to Federal Social Security, a pension plan has been established by Chapter 6, Article 5 of the Scottsbluff Municipal Code for the benefit of eligible full-time employees, excluding employees subject to the provisions of the police officers and firefighter's retirement systems. A general employee shall become eligible to participate in the Plan on the first day of the month following the completion of one year of continuous employment and having reached his/her 21st birthday. Three percent of the employee's earned income before taxes is withheld with an equal amount contributed by the City. In addition, employees may exercise an option to contribute an additional amount after taxes of up to ten percent of their income to the Plan. The City will provide an additional match equal to the amount of the Employee's Voluntary Contribution, but not to exceed three percent.

Sec. 2: Deferred Compensation

The City provides an option to regular full-time employees to invest a portion of their present earnings in a deferred compensation plan. This is an arrangement where a certain dollar amount can be designated by employees to be withheld from their paycheck and invested for payment at a later date, usually at retirement. Under this arrangement neither the deferred amount nor earnings on the investments are subject to current Federal income taxes until such time as the employee receives payment from the plan. Employees must contact their Human Resource Director to enroll. Deferred\_Compensation is in addition to Social Security and retirement systems benefits the City provides.

## **ARTICLE 19**

### **HOURS OF WORK**

Sec. 1: The workweek shall consist of seven (7) consecutive days beginning at 12:01 a.m. on Monday and ending on the following Sunday at midnight.

Sec. 2: The regular workweek will be forty (40) hours per week, consisting of eight (8) consecutive hours worked during five (5) consecutive days, Monday through Friday. The Schedule shall be established by the division supervisor.

Sec. 3: Employees will be granted a fifteen (15) minute break once between starting time and meal break and once between the meal break and quitting time. Employees shall be granted a minimum of a half (½) hour meal break. The Departments shall determine the length of the meal break by mutual agreement.

Sec. 4: Employees will be paid in accordance with Schedule A of this Agreement for time spent traveling from headquarters to the job site, job site to job site, and job site to headquarters. Headquarters means the employee's regular established reporting place.

## **ARTICLE 20**

### **OVERTIME, CALL BACK AND ON CALL**

Sec. 1: All time worked by employees over 40 hours per work week shall be paid at the rate of one and one half (1.5) the employees base hourly rate of pay. Employees shall be allowed to use flex time at the employees choice in lieu of payment for overtime hours worked. All time shall be computed on the nearest quarter hour. Management shall approve and attempt to distribute overtime hours as equally as possible.

Sec. 2: A minimum of two (2) hours pay at their regular rate for each call back shall be allowed to all employees who are called back to work after having been released from their regular day's work. All hours worked shall be at time and one half (1.5) the employees regular rate. The Employee shall be paid from the time they are notified to come to work.

Sec. 3: Employees shall not be required to take time off to avoid payment of overtime.

Sec. 4: On Call:  
Certain departments shall be assigned "On Call" duty. On Call is defined as being available for service work during all non-business hours.

On call duty shall be alternated. Employees are On Call for one week intervals ("call week"). The call week is defined as from end of regular workhours on Friday until start of regular workhours the following Friday.

Frequency of an employee being On Call is determined by the number of employees who are trained to take call. A call schedule shall be posted on a monthly calendar and posted in each department. In an emergency situation, all trained personnel shall be subject to call out. On call employees need to be within a reasonable response time of their location when On Call and shall be able to respond to the call promptly after they are notified.

Employees who are On Call are also required to be fit for duty. It is the responsibility of the employees who are On Call to be able to be contacted. If the employees On Call in a particular week are unavailable, all trained employees are subject to call out. Trading On Call shall be allowed.

Sec. 5: On Call Pay:

City employees who are required to pull call duty will be compensated with 3 hours of regular pay per week.

Sec. 6: Computation of Overtime:

Compensation of overtime pay shall be computed on the basis of the number of hours actually worked within the 40 hour work period. Leave time for sick leave, bereavement leave, funeral leave, leave due to weather related office closure, excused absence without pay, injury leave or jury duty leave shall not be considered when calculating hours worked. Other paid leave such as holidays, personal leave and vacation will be treated the same as hours worked. Overtime hours shall be reimbursed at a rate of one and one-half times the regular hourly rate.

## **ARTICLE 21**

### **SPECIAL PROVISIONS**

Sec. 1: Mutual Aid:

An employee who volunteers to work during an emergency on the property of another City shall be compensated at the employee's established rate and all contract provisions apply.

Sec. 2: Licenses and Fees:

The City shall pay the fees and dues for all licenses required as a term of employment. The City shall reimburse all employees that are required to have a Commercial Drivers License (CDL) the cost of the CDL and subsequent renewals while employed by the City.

Sec 3: Contracting Work:

The City agrees that none of the work covered in this Agreement shall be let to a contractor, the result of which causes a layoff of any regular full-time or part-time employee of the City.

Sec. 4: Travel Expenses For City Business:

All employees who are required to travel on City business shall receive payment of expenses incurred in accordance with provisions of the City's Administrative Regulations.

Sec. 5: Equipment:

The City shall furnish all tools and such protective equipment applicable to particular types of work, and it is the rule of the parties hereto that such equipment be used. The said items will remain the property of the City.

Sec. 6: Clothing Allowance:

Employees are provided a clothing allowance by the City at its discretion. Each employee that is covered by this agreement shall receive a minimum of \$ 300.00 per calendar year to buy or purchase boots or clothing for their job with the city.

Sec. 7: Mileage Reimbursement:

See City Administrative Regulations.

Sec. 8: Payday:

Pay periods for employees shall be every two weeks ending at midnight Sunday. Payday shall be Thursday following the close of the pay period or may be extended in the event of an emergency. When payday falls on a holiday, every effort will be made to pay the employees on the workday preceding the holiday.

Sec. 9: Tuition Reimbursement:

All Regular Full-Time employees are encouraged to attend courses and training opportunities that will enhance service to the citizens of Scottsbluff. The City has created a fund from which to reimburse tuition and training costs for full-time employees on a first come, first served basis. The following guidelines apply:

Prior to enrolling in a course, the employee must complete a Tuition Assistance Request form and submit it to the Department Head. The Department Head and Human Resources Director will make a recommendation to the City Manager for approval or denial.

Approval is based on the appropriateness of the course of study to the employee's position and duties, the potential for improving the department's and the employee's effectiveness, and the availability of budgeted funds, as determined by the Department Head, Human Resources Director, and the City Manager. A copy of the written approval will be submitted to the Human Resources Director for placement in the employee's file prior to undertaking coursework.

Reimbursement will be made at the completion of the course by the employee after receiving verification from the institution of course completion and that a grade of "C" or higher was received for the course. Employees eligible for reimbursement of tuition cost from any other private or public source are expected to avail themselves of those benefits first and it is the responsibility of the employee to provide Human Resources documentation of payment(s).

Reimbursement is limited to \$600.00 per fiscal year per individual who has met the qualifications of the program.

A copy of the transcript from the institution and documentation of payment shall be submitted to the Human Resources Director for placement in the employee's file.

Tuition assistance reimbursement will be required to be paid back based upon the following schedule:

- Employee's shall reimburse the City 75% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the first year after receiving reimbursement.
- Employee's shall reimburse the City 50% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the second year after receiving reimbursement.
- Employee's shall reimburse the City 25% of total monies paid to the employee as tuition assistance if the employee leaves City employment within the third year after receiving reimbursement.
- No reimbursement shall be required after the third year.

## **ARTICLE 22**

### **RATE OF PAY**

Sec. 1: The wages in effect during this Agreement are as set forth in Schedule A and B attached hereto.

## **ARTICLE 23**

### **SCOPE OF AGREEMENT**

Sec. 1: The parties mutually agree that this Agreement 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 Agreement 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.

Sec. 2: 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.

Sec. 3: 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 24**

### **MANAGEMENT RIGHTS**

Sec. 1: All Management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the Employer heretofore possessed and hereinafter granted by virtue of law, regulations or resolutions.

Sec. 2: This clause reserves to the employer the right to take unilateral action, with respect to certain terms and conditions of employment without an obligation to bargain with the Union about that action.

Sec. 3: In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter, or special act, the Union recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, and are not in conflict with this Agreement.

- a. The right to determine, effectuate and implement the objectives and goals of the City.
- b. The right to manage and supervise all operations and functions of the City.
- c. The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue City operations, work shifts and working hours.
- d. The right to establish, modify, change and discontinue work standards.

- e. The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of City property; suspend, demote, discharge or take other disciplinary action against employees; and to relieve employees from duty due to lack of work, lack of funds, a decision to subcontract or discontinue City operations or other legitimate reasons.
- f. The right to increase, reduce, change, modify and alter the size and composition of the work force.
- g. The right to determine, establish, set and implement management organization policies of the City for the selection, training, transfer and reorganization of employees.
- h. The right to create, establish, change, modify and discontinue any City function or operation.
- i. The right to establish, implement, modify and change financial policies, budget control policies, accounting procedures, prices of goods or services, and public relations procedures and policies.
- j. The right to adopt, modify, change, enforce or discontinue any existing work rules, regulations, procedures and policies.
- k. The right to determine and enforce employee work abilities and quality and quantity standards.
- l. The right to establish the location of offices, including the establishment of new offices and the relocation and closing of old offices.
- m. The right to maintain order and efficiency.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights retained by the Employer.



## **ARTICLE 25**

### **WORK RULES**

The Employer may adopt rules and regulations for the operation of the City and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the City Employee Handbook, except for Section 4 (Compensation – Benefits – Recognition), Section 5 (Leaves), and Section 6 (Training – Travel).

## **ARTICLE 26**

### **SMOKING POLICY**

Smoking is prohibited throughout Employer's facilities and vehicles.

## **ARTICLE 27**

### **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 \_\_\_\_\_, through September 30, 2024.

## **ARTICLE 28**

### **DURATION OF AGREEMENT**

Sec. 1: This Agreement shall be in full force and effective upon ratification and execution of this Agreement to September 30, 2024, only.

Sec. 2: In the event either party to this Agreement provides sixty (60) days' written notice to the other prior to the expiration of this Agreement of a desire to meet for the purpose of negotiating a replacement contract, the party receiving such notice agrees to respond within (7) calendar days for the purpose of establishing mutually agreeable times and places for the commencement of bargaining on a replacement contract. In the event neither party provides notice to meet for the purpose of negotiating a replacement contract, the contract shall continue in full force.

## **ARTICLE 29**

### **WAGE REOPENER**

During the term of the contract, contract language may be modified if recommended by the Union and mutually agreed to by the City. The contract may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental premiums. This provision is not to be construed as a broad license to re-negotiate the contract in its entirety prior to the expiration of the contract.

## ARTICLE 30

### SIGNATURE

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized and effective as of the \_\_\_\_ day of \_\_\_\_\_.

CITY OF SCOTTSBLUFF

LOCAL 1597, I.B.E.W.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
BUSINESS MANAGER

\_\_\_\_\_  
CITY MANAGER

## SCHEDULE A

SCOTTSBLUFF SCHEDULE A

*\*effective date July 20, 2020 (pending council approval)*

JOB TITLE:

PAY SCALE BY POSITION

	A	B	C	D	E	L1	L2	L3
Maintenance Worker-Water	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Maintenance Worker-Wastewater	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39
Transportation-Motor Equipment Operator	15.25	16.01	16.81	17.65	18.54	19.46	20.44	21.46
Wastewater Plant Operator I	16.01	16.81	17.65	18.53	19.46	20.43	21.45	22.53
Water System Operator I	16.65	17.48	18.36	19.27	20.24	21.25	22.31	23.43
Heavy Equipment Operator - Transportation	16.57	17.40	18.27	19.18	20.14	21.15	22.21	23.32
Solid Waste Equipment Operator	16.33	17.15	18.00	18.90	19.85	20.84	21.88	22.98
Maintenance Mechanic	17.65	18.53	19.46	20.43	21.45	22.53	23.65	24.84
Wastewater Plant Operator II	18.53	19.46	20.43	21.45	22.52	23.65	24.83	26.07
Water System Operator II	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Construction-Location Specialist	19.20	20.16	21.17	22.23	23.34	24.50	25.73	27.02
Lead Maintenance Mechanic	19.62	20.60	21.63	22.71	23.85	25.04	26.29	27.61
Stormwater Program Specialist	20.90	21.95	22.93	23.94	24.96	25.97	28.00	29.40

Step A shall be for a period of 6 months (intro period may be extended, if performance expectation hasn't been met during 6M training period)

Step B, C, D, E, L1 shall be for a period of 1 year (eligibility based on satisfactory performance review)

L2 shall be for a period of 2 years (eligibility based on satisfactory performance review)

L3 shall be for a period of 3 years (eligibility based on satisfactory performance review)

## **SCHEDULE B**

### **Exceptional Merit Pay Increase:**

Employees in a classified position are eligible for pay increases for exceptional meritorious service, provided the employee has occupied the position during an uninterrupted evaluation year. Such pay increases shall consist of one pay step more than normally granted the employee and must be recommended and justified in writing by the Department Head to the City Manager stating specific reasons for the recommendation.

### **Working out of Class:**

Employees who are performing the primary duties of a higher classified position on a temporary basis, such as for the purpose of covering a supervisor's absence are eligible for additional compensation for working out of their classification. The employees may receive a one-step increase or 5% additional pay if the assignment which requires working out of class longer than two weeks. Assignments of this nature must be requested in written form and approved by City Manager, unless defined in the labor contract.

### **Pay Grades in Transfer:**

If the City chooses to transfer an employee from one full-time position to another within the same department or from one department to another, the pay grade will be that called for by the new position, but not less than their current wage. The employee shall retain other benefits earned from the original date of employment by the City provided the employee is entitled to such benefits in the new position.

### **Pay Grades in Promotion or Demotion:**

If an employee is promoted, the new pay grade shall be a rate of pay, as determined by the City Manager within the range of pay established for the grade to which that classification is assigned, but not less than their current wage. If an employee is demoted, the employee automatically assumes the pay range for the lower position in the step which the employee was holding in the previous position, provided the tenure with the City allows this step and it is a lower pay amount than earned prior to the demotion.

### **Reclassification:**

In the event of a recommendation for a reclassification of a position covered by this agreement, the City and the Union shall negotiate the changes.