



**and**

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

**UTILITIES DEPARTMENT**

**October 1, 2021 through September 30, 2024**

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## **AGREEMENT**

THIS AGREEMENT, dated this day of October 2021, by and between the City of Grand Island (hereinafter referred to as the City), and Union Local No. 1597, I.B.E.W., A.F.L. - C.I.O. (hereinafter referred to as the Union). The provisions of this Agreement shall be effective from October 1, 2021 to September 30, 2024.

### **PURPOSE AND INTENT OF THE PARTIES**

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

### **ARTICLE I - RECOGNITION**

#### **A. BARGAINING UNIT**

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

#### **B. CLASSES OF EMPLOYEES**

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

1. Administrative Assistant (Utilities)
2. Custodian
3. Electric Distribution Crew Chief
4. Electric Underground Crew Chief
5. Engineering Technician I
6. Engineering Technician II
7. Instrument Technician
8. Lineworker Apprentice
9. Lineworker First Class

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

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

Upon the addition of new classifications within the Utilities Department, the City through its designated representative shall meet to discuss the job description of the new classifications as prepared by the City and to determine whether or not such description indicates the position is of a supervisory nature. If such classification is non-management, an addendum will be prepared adding such classification to this Agreement. In the event of a temporary change of an employee to another job classification for a period of three (3) consecutive working days, or three (3) working days in one (1) work week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving to the next closest step in the new pay range that guarantees at least a three percent (3%) increase. Nothing in this provision shall require or limit the City from



providing compensation for a temporary job reclassification for a period under three (3) days.

**C. INTRODUCTORY PERIOD**

New hire employees shall have a one (1) year introductory period during which they are not eligible for a step increase. Upon successful completion of the introductory period, new hire employees will be eligible for advancement to Step 3 if hired at Step 1. New hires are all employees, including City employees from other departments, hired by the Utilities Department.

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

**ARTICLE II - HOURS OF WORK**

**A. WORK DAY**

The City shall establish the work day. The work day may vary according to the special requirements of any division or program. The City shall establish hours of work for shift duty. The City may establish an alternating eight (8) and twelve (12) hour work shift for the Power Dispatcher I, Power Dispatcher II, Power Plant Operator and Senior Power Plant Operator classifications. The City shall further establish an alternating eight (8) and twelve (12) hour work shift for the Senior Power Dispatcher classification if necessary to cover open shifts.

**B. WORK WEEK**

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee. Hours worked shall include actual hours worked and shall include paid medical leave, holidays, annual personal leave and vacation when calculating overtime.

**C. LUNCH PERIODS**

The City shall establish the lunch periods. Non-shift workers shall be allowed up to one hour off, without pay, for a meal. An employee on a shift schedule will be allowed a thirty (30) minute lunch period during the shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

A meal allowance for actual cost, or up to \$12.00 per meal, shall be granted for all employees if they are required to work two (2) hours unscheduled overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations.

**D. CHANGES IN WORK SCHEDULE**

All changes in work schedules, except in cases of emergency, as may be determined by the City, shall be posted for all affected employees to see at least three (3) working days before the change is effective. If the majority of the shift workers want to re-arrange their shift schedule and can do so without cost to the City, their supervisor may reschedule their shifts accordingly. Shift workers may be permitted to trade working hours to attend to personal matters upon proper notification to their supervisor; provided, that the employees proposing to trade such hours are qualified to do each other's work, such trade is approved by their supervisor, and the trade will result in no additional cost to the City.

**E. SHIFT DIFFERENTIAL**

A shift differential of \$0.50 per hour shall be added to the base hourly rate for persons in the following employee classifications who work rotating shifts:

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

**F. OVERTIME AND COMPENSATORY TIME**

All officially authorized work in excess of eight (8) hours a day or forty (40) hours a week or any non-scheduled work shall be designated overtime work for the purpose of compensation.

**EMPLOYEES WORKING ALTERNATING EIGHT (8) AND TWELVE (12) HOUR SHIFTS:**

All officially authorized work in excess of forty (40) hours a week shall be compensated at the rate of one and one-half (1½) times the excess hours worked. Employees on eight hour rotation will not be relieved of duty for the week to avoid overtime. Employees may choose to finish the rotation or be relieved of duty.

Overtime work shall, whenever possible, be eliminated by rescheduling work, by utilizing part-time employees, or by setting up over-lapping shifts of work. Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a station must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. To carry on short-range projects in which the utilization of present employees is more advantageous to the agency than the hiring of additional personnel.

5. No employee shall be regularly scheduled to work over-time without the approval of the Chief Administrative Officer or by any Supervisor to whom the responsibility has been delegated.
6. Overtime work shall be authorized in advance except in cases of emergency by the Chief Administrative Officer or by any supervisor to whom the responsibility has been delegated.
7. All employees, except for employees working alternating eight (8) and twelve (12) hour shifts, who are required to work in excess of eight hours a day or forty hours a week shall be eligible for overtime compensation.
8. The rules of overtime shall be as follows:
  - a. Overtime work shall be accrued and compensated for in one-tenth (1/10) of an hour units.
  - b. Employees whose regularly scheduled work week includes Saturday or Sunday shall not be compensated for work on that day on an overtime basis unless their work day exceeds eight (8) hours, and only the hours of work in excess of eight (8) shall be considered over-time.
  - c. This article is not intended to be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
  - d. Except for employees working alternating eight (8) and twelve (12) hour shifts, overtime shall be computed on all hours worked in excess of eight (8) hours per regularly scheduled work day and over forty 40 hours per work week, and shall be paid at a one and one-half (1½ ) times the base rate, as modified by shift differential adjustment.
9. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may carry a maximum of not more than eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned. Compensatory time carried over to the new year will be used first. Compensatory time remaining at the end of this period shall be paid in cash. The employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other

annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

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

#### **G. STAND-BY DUTY**

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

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

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

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

4. When a recognized holiday, as stated in Article III, Holidays and Holiday Pay, falls during an employee's assigned stand-by work week, that employee shall be granted a compensatory holiday to be taken during the week following the stand-by duty assignment, and at a time approved by the employee's supervisor.

#### **H. CALL-BACK PAY**

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work

from a remote location without reporting to the worksite, he or she shall be compensated as set forth above but the minimum compensation will be one hour instead of two.

**I. DAYLIGHT SAVINGS TIME**

Daylight Saving Time (DST) begins on the second Sunday in March and ends on the first Sunday in November in the United States. On the date DST begins, employees will be paid for actual hours worked (i.e. 7 hours for an 8 hour shift). Employees may use leave balances to supplement the hour missed due to the time change. On the date DST ends, employees will be paid for actual hours worked (i.e. 9 hours for an 8 hour shift).

**J. MUTUAL AID AND STORM RESTORATION**

Each employee working on storm restoration outside of the City of Grand Island Utilities Department service area shall be paid his or her normal hourly base rate, or the applicable overtime rate, for their first 16 hours or more of work. Upon returning to work after their initial rest period they will be paid at 150% of normal hourly rate for the first 8 hours of work (or the applicable overtime rate if greater), and at 200% for all hours after that for the duration of that work period. Upon returning to work after the second rest period, the employee shall be paid at 200% for each hour worked until all service has been restored or until the employee is no longer needed for storm restoration.

Mutual Aid job assignments shall be voluntary.

**ARTICLE III - HOLIDAYS AND HOLIDAY PAY**

**A. RECOGNIZED HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving Day

Fourth Friday in November

Christmas Day

December 25

**B. WEEKEND HOLIDAYS**

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. For shift workers, when a holiday falls on a scheduled day off the holiday will be observed on the nearest scheduled working day.

**C. ELIGIBILITY FOR HOLIDAY PAY**

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

**D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY**

If an employee works on a holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime. All hours in which an employee receives premium pay (such as holiday on) of at least one and one-half (1 ½) times the base rate will not be included in the computation of overtime.

In the event an employee is called to duty during a holiday that were not scheduled to work, such employee shall be paid at the rate of two (2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

For employees working alternating eight (8) and twelve (12) hour shifts, the compensation for holidays which those employees did not work is equal to the number of hours scheduled to work of regular pay.

For employees working alternating eight (8) and twelve (12) hour shifts, the credit for computing overtime pay for holidays which those employees did work is equal to the number of hours scheduled to work.

Holidays will run from midnight to midnight for the calendar day the holiday falls on.

**E. PERSONAL DAY**

Personal Leave Days will be given to employees each year. Three personal leave days will be granted on October 1st and must be used by September 15th. Credit for each Personal Leave Day shall not exceed eight (8) hours regardless of the time length of the scheduled shift for any particular day. Personal Leave Days may be taken at any time and may be taken in one (1) hour

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

For employees working alternating eight (8) and twelve (12) hour shifts, the compensation for the use of a Personal Day shall be equal to the number of hours scheduled to work of regular pay. Personal Leave Days may be taken at any time and must be taken in one whole day increments. The time selected by the employee must have the prior approval of the employee's supervisor.

## **ARTICLE IV - VACATIONS**

### **A. ELIGIBILITY**

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

### **B. AMOUNT AUTHORIZED**

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

Authorized vacation leave shall be computed on the following basis:

- a. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.
  
- b. Years 2 through 4                      Eighty (80) Hours
- c. Years 5 through 9                      One Hundred Twenty-Five (125) Hours
- d. Years 10 through 14                      One Hundred Thirty-Eight (138) Hours
- e. Years 15 through 19                      One Hundred Sixty (160) Hours
- f. Years 20 through 24                      One Hundred Eighty (180) Hours
- g. Years 25 +                                  Two Hundred (200) Hours

All vacation will accrue on a prorated basis using a twenty-six pay period year.

2. An employee will earn a prorated portion of vacation leave for pay periods in which the employee is paid for less than sixty (60) hours, including paid leave.

3. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay subject to paragraph 2 above.

4. The amount of vacation leave debited shall be the exact number of days or hours an employee is scheduled to work when leave is utilized. Vacation may be taken in one-tenth (1/10) hour increments.

**C. VACATION SCHEDULE**

Vacation leave shall be taken at a time convenient to and approved by the department director or supervisor. Vacations may be granted at the time requested by the employee.

**D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING**

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

Job classifications with two or more employees shall complete a prime vacation schedule.

Prime Vacation Schedule: An employee may make one choice of a minimum of one work day and a maximum of as many consecutive days as said employee has accrued vacation time. Vacation of greater than two (2) work days shall be consecutive work days so that only one block of vacation time is scheduled on the Prime Vacation Schedule. The Prime Vacation Schedule shall be completed by all employees in the affected job classification before January 31<sup>st</sup> and approved in a reasonable amount of time.

**E. VACATION TIME CARRY-OVER**

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

**F. VACATION CREDIT ON TERMINATION AND RETIREMENT**

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

**ARTICLE V - MEDICAL LEAVE AND BEREAVEMENT LEAVE**

**A. WHEN AUTHORIZED FOR USE**

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.



2. For medical, dental or optical examination or treatment.
3. When an employee is exposed to a contagious disease, or the employee's attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "Child" shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing "in loco parentis". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.

#### **B. ACCRUAL AND USE**

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

1. One work day for each full calendar month of service.
2. An employee will earn a prorated portion of Medical leave for calendar months in which the employee is paid for less than 120 hours, including paid leave.
3. Medical leave shall not be granted in advance of accrual.
4. Leave without pay may be granted for sickness extending beyond the earned credits.
5. After twelve continuous months of service, accrued vacation leave credits may be used for Medical leave when Medical leave credits have been exhausted.
6. The amount of Medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of days or hours an employee is scheduled to work when Medical leave is utilized, provided, that Medical leave shall be debited in no less than one-tenth (1/10) hour units.

#### **C. PROOF OF ILLNESS**

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

#### **D. FRAUDULENT USE OF MEDICAL LEAVE**

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

**E. NOTIFICATION OF ILLNESS**

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

**F. COMPENSATION FOR UNUSED MEDICAL LEAVE**

1. An employee may accumulate Medical leave to a maximum of 1,106 hours. All employees shall be paid for fifty-three percent (53%) of their accumulated Medical leave at the time of retirement or if an employee dies while still employed full time with the City in good standing. All employees retiring under an early retirement option approved by the Mayor shall be paid for fifty-three percent (53%) of their accumulated Medical leave at the time of such early retirement. The rate of compensation for such accumulated Medical leave shall be based on the employee's salary at the time of death, retirement or early retirement, whichever is applicable. The payout for this medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

**G. BEREAVEMENT LEAVE**

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

**ARTICLE VI - MILITARY LEAVE**

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

## **ARTICLE VII - COURT LEAVE**

### **A. WHEN AUTHORIZED**

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

### **B. PROCEDURE**

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

### **C. FEES**

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

## **ARTICLE VIII - LEAVE WITHOUT PAY**

### **A. WHEN AUTHORIZED**

1. Leave without pay may be granted to an employee for any good cause or Union business when it is in the interest of the City to do so. The employee's interest shall be considered when his or her record of employment shows the employee to be of more than average value, and it is desirable to retain the employee even at some sacrifice. A Department Director may grant an employee leave without pay for 30 days time. Such leave may be extended for a period not to exceed one year by the Chief Administrative Officer. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.
2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances except for unpaid leave for Union business.
3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

**B. LIMITATIONS**

Leave without pay shall be subject to the following provisions:

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

**ARTICLE IX - TEMPORARY DISABILITY LEAVE**

**A. POLICY**

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

**B. DEFINITIONS**

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

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

**C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES**

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

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

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

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

**D. SUBROGATION**

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

**E. LIMITATION OF LEAVE**

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

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

If an employee reaches maximum medical improvement (MMI) and it is determined that

the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period or extension and will be compensated for any unused medical leave as in the case of retirement.

**F. LIGHT DUTY POLICY**

The City may provide light duty work when possible for a defined period of time, not to exceed 150 days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with temporary disability leave or medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence immediately from the date of appropriate medical release.

**ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE**

**A. ABSENCE WITHOUT APPROVAL**

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

**B. AUTHORIZED LEAVE FORM**

Requests for leave must be entered into MUNIS indicating the kind of leave, duration and dates of departure and return. Requests must be approved prior to the taking of the leave. In the case of an unforeseen Medical leave, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

**ARTICLE XI - PENSION AND RETIREMENT PLAN**

**A. COVERAGE**

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

**B. AMENDMENTS**

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

**ARTICLE XII - RATES OF PAY FOR WORK PERFORMED**

The Union and the City considered the following array of cities and utilities to determine negotiated salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Independence, Missouri; Hastings, Nebraska; Cedar Falls, Iowa, Loup Power and NPPD.

**A. 2021 – 2022 FISCAL YEAR**

Rates of pay for the period October 1, 2021 through September 30, 2022 for work performed in the various classes of work under this agreement are set forth in Exhibit “A”, attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2021.

**B. 2022 – 2023 FISCAL YEAR**

Rates of pay for the period October 1, 2022 through September 30, 2023 for work performed in the various classes of work under this agreement are set forth in Exhibit “B”, attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2022.

**C. 2023 – 2024 FISCAL YEAR**

Rates of pay for the period October 1, 2023 through September 30, 2024 for work performed in the various classes of work under this agreement are set forth in Exhibit “C”, attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2023.

**D. FUTURE CHANGES IN RATES OF PAY**

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

**E. PAY PLAN**

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

Step of Hire	Entry Level;
Next Step	Upon the successful completion of six months of service by an intra-Utility Department transfer employee;
Next Step 3	Upon the successful completion of six months of service by an intra-Utility Department transfer employee; OR

Upon successful completion of one year of service by a new hire employee;

Remaining Steps Upon successful completion of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

The classification of Lineworker 1<sup>st</sup> Class may move through steps 1 through 8 in six (6) month intervals upon successful completion of the step.

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

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than cost of living increases, an employee must receive at least a satisfactory rating during the first year of employment, or first year in a new position. Thereafter, to receive increases in pay, other than cost-of-living increases, an employee must receive a rating above satisfactory. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

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

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

## **ARTICLE XIII - EMPLOYEE RELATIONS**

### **A. GENERAL**

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

### **B. MEMBERSHIP IN UNION**

1. An employee shall have the right to join, or refrain from joining, this Union.
2. This Union shall not exert pressures on any employee to join it.



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

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

### **C. DISCIPLINARY ACTION**

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

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

### **A. PROCEDURE**

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

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

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

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

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or

his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

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

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

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

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

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

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

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable

but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

**B. PRESENTATION**

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

**C. VIOLATION BY UNION**

If the City believes that this Agreement is being violated by the Union, the Chief Administrative Officer or his or her designated representative will contact the Chief Officer of the local Union. If the City is not satisfied with the results of its contract with the Union as pertinent to the alleged violation it will take action in accordance with the provisions of the Nebraska Statutes.

**ARTICLE XV - OTHER BENEFITS**

**A. MEDICAL INSURANCE**

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

**B. LIFE INSURANCE**

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

**C. DISCONTINUANCE OF INSURANCE**

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

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

**D. PROTECTIVE CLOTHING**

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

2. The City will pay sixty per cent (60%) of the actual cost of providing and cleaning protective clothing as referred to in the Injury Prevention Program. The employee shall pay forty per cent (40%) of said cost. All classifications shall be eligible for the 60/40 boot allowance.

3. The Union President or his/her designee shall meet periodically with the Safety Director of the City's Utility Department.

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

5. Employees who are required to wear fire retardant (F.R.) clothing will be eligible for an annual stipend to purchase or rent required uniforms as set forth below in lieu of provisions outlined in Article XV, D. 2. Requirements detailing when F.R. clothing is to be worn to perform work duties will be determined by the Injury Prevention Program under the Arc Flash Protective Clothing policy. The employee will be reimbursed for said purchases with a receipt that shows proof of purchase. New employees, who are required to wear F.R. full clothing, as determined by the Department Director, will be reimbursed up to \$1200 for the purchase of required F.R. clothing. Any employee who receives reimbursement and leaves the City within six months of the reimbursement will be required to return said reimbursement on a pro-rated basis.

Classifications Requiring Full F.R. Will Follow a Recurring Reimbursement Schedule:

- Year 1: \$700 (\$1,200 for New Hires)
- Year 2: \$700
- Year 3: \$1,000
- Employees may purchase and/or rent F.R. clothing and F.R. winter gear using the allowance.

Classifications Requiring Partial F.R.:

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

**E. MILEAGE PAID FOR USE OF PRIVATE VEHICLES**

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

**F. TRAVEL TIME REIMBURSEMENT**

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

**G. MEDICAL INSURANCE COMMITTEE**

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

**H. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)**

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Twenty and No/100 Dollars (\$20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

**ARTICLE XVI - MANAGEMENT RIGHTS**

**A. OPERATION IN BEST INTERESTS OF CITY**

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

**B. STATUTORY AND ORDINANCE RIGHTS**

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the code of the City of Grand Island.

**C. OTHER RIGHTS**

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

1. Discipline or discharge for just cause.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the Utility.
5. Determine the methods, means, number of personnel needed to carry out the Utility's mission.
6. Introduce new or improved methods or facilities.

7. Change existing methods or facilities.
8. Relieve employees.
9. Contract out for goods or service.

**D. PRIOR AGREEMENTS SUPERSEDED**

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

**E. PERSONNEL FUNCTIONS**

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

**F. MEMBERS OF CITY COUNCIL**

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

**G. MATTERS NOT MENTIONED**

The rights of the employees are encompassed within this Agreement. Any and all matters not specifically mentioned in this Agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except No. 1) shall not be subject to grievance proceedings or negotiation during the life of this Agreement. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect hereafter not in conflict with this contract are by this reference made a part of this Agreement.

**ARTICLE XVII - OPERATIONS, SALES, MERGERS, DISSOLUTION**

**A. SALE OF FACILITIES OR OPERATIONS**

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

**B. LEASE OF FACILITIES OR OPERATIONS**

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

**C. MERGING FACILITIES OR OPERATIONS**

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

**D. CEASING OPERATIONS**

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

**E. PAYMENT OF ACCRUED LEAVE**

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

**ARTICLE XVIII - STRIKES AND LOCKOUTS**

**A. STRIKES**

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The Union shall at all times keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without Union authorization, the Union shall notify the City of the facts involved with the incident. No employee may miss work because he or she fails or refuses to cross a picket line on any City premises. Any or all employees who violate any of the provisions of this Article without Union sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

**B. LOCKOUTS**

The City will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

## **ARTICLE XIX - GENERAL PROVISIONS**

### **A. SOLICITATION OF UNION BUSINESS**

1. No non-employee representative of the Union shall be permitted to come on the premises of the Utilities Department for any reason without first presenting his or her credentials to the Chief Administrative Officer or his or her authorized representative and obtaining permission to come on the premises of the Utilities Department.

2. The Union agrees that it, or its representatives, shall not solicit members in the Union, or otherwise carry on Union activities while the employees concerned are on City time.

### **B. SOLICITATION FOR A NON-PROFIT ORGANIZATION**

When the City is, in cooperation with a non-profit organization, seeking contributions from its employees of the bargaining unit, such solicitation shall be coordinated with Union representatives, and Union representatives shall be responsible for approaching members of the unit for purposes of acquiring pledges or contributions.

### **C. EMPLOYEE RIGHTS TO UNION MEMBERSHIP**

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

The City agrees to allow the Union access to new hires within the Utility Department for up to thirty (30) minutes upon hire.

### **D. DEMOTION**

An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted shall be demoted to the classification from which promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

### **E. BULLETIN BOARDS ON CITY PREMISES**

The Union shall have the right to mount bulletin boards at its own expense at each office or plant location. The location, number, and construction of such bulletin boards, however, shall be subject to the approval of the City. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union, such as:

- a. Meetings
- b. Nominations and elections of Union officers



- c. Results of Union elections
- d. Appointments to Union offices and committees
- e. Social or recreational affairs
- f. Agreements made between the Union and the Company
- g. Joint announcements of letters issued by the Union and the City, or
- h. Other items as approved by Human Resources Director of the City.

**F. SENIORITY, PROMOTION, LAYOFF - PROCEDURE**

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

2. PROMOTION. Promotion shall be accomplished utilizing testing procedures and performance evaluations. When two or more employees are equally qualified for promotion, seniority shall become a deciding factor.

3. LAYOFF. If needed, layoff shall be accomplished in accordance with management's right to maintain proper city services concerning job classifications. Layoffs within a job classification shall be by seniority, least senior being laid off first.

**G. RESIDENCY**

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

**H. UNION TIME**

The City will allow Union Officers, and members of the negotiation, retirement and safety committees (only) to use City email, City interoffice mail, and on-duty time for face-to-face conversations and phone calls to discuss Union matters with Human Resources, City Administration and Department Directors or designees. Such matters include but are not limited to grievances, scheduling of hearings and negotiation sessions and answering questions from Human Resources, City Administration and Department Directors or designees.

## **ARTICLE XX - DURATION OF CONTRACT**

### **A. RIGHTS ON TERMINATION**

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

### **B. TERM**

This Agreement shall continue in full force and effect from its effective date through September 30, 2024 provided:

1. Either party may re-open this Agreement between October 1 and October 30 of any year in which the City does not adopt a budget statement and appropriation ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties. Negotiations shall be limited to rates of pay and fringe benefits and shall be completed by November 30. Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

2. Negotiations for a new agreement to take effect upon the termination of this Agreement may begin on January 1 of the year of termination of this Agreement with an expectation that they begin no later than February 1, of that year, and with an expectation that they be completed by May 30, of that year, for budget preparation purposes.

## **ARTICLE XXI - PAYROLL DEDUCTION OF UNION DUES**

### **A. PAYROLL DEDUCTION**

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

### **B. REQUEST FORMS**

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

### **C. UNION CERTIFICATION**

By written certification, the business manager of the I.B.E.W. shall keep the Department

currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

**D. INDEMNIFICATION**

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

**E. STRIKES, ETC.**

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

**ARTICLE XXII - SEVERABILITY**

If any of the provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XXIII - SCOPE OF AGREEMENT**

**A. COMPLETE AGREEMENT**

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

**B. INTERPRETATION**

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

**C. NEGOTIATIONS**

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in

accordance with all applicable federal and state requirements.

#### **ARTICLE XXIV - C. I. R. WAIVER**

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2021 through September 30, 2024.

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

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY Roger G. Steele  
ROGER G. STEELE, MAYOR

ATTEST Ranae Edwards  
RANA E EDWARDS, CITY CLERK

Dated 12/1/2021

I.B.E.W. LOCAL No. 1597

BY Chris L.  
PRESIDENT LOCAL No. 1597

Dated 11/30/21

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CHIEF STEWARD LOCAL No. 1597

Stacy Winkof 11/30/21  
Interim City Attorney