

# **AGREEMENT**

between

**CITY OF DAVID CITY**

and

**LOCAL UNION #1536  
OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**AFL-CIO**

## PREAMBLE

This Agreement executed as of the \_\_\_ day of April, 2021, by and between the City of David City, its successor assigns hereinafter referred to as the “City” and Local Union No. 1536 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 David City and Local Union #1536 and approved by the President of the International Brotherhood of Electrical Workers, shall become operative.

## ARTICLE 1

### RECOGNITION

Sec. 1: The City recognizes the Union as the exclusive bargaining agent for all permanent full-time and regular part-time employees of The City of David City, Nebraska, occupying the following classifications:

Power Plant Operator I, Power Plant Operator II, Power Plant Operator III, Power Plant Operator Supervisor, Apprentice Lineman, Line Worker II, Line Worker I, Line Foreman, Electric Supervisor, Water/Sewer Operator I, Water/Sewer Operator I w/Gr VI, Water/Sewer Operator II, Water/Sewer Operator II w/Gr VI, Waste Water Pit Operator, Water Supervisor w/Gr VI, Wastewater Supervisor w/Gr VI, Laborer I, Laborer II, Maintenance Worker I, Maintenance Worker II, Street Foreman, Street Supervisor, Park & Auditorium Supervisor, and, excluding clerical and temporary employees.

Sec. 2: 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 also not to 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:** An Employee working during the orientation period which is six (6) months from the first day of work.
- B. **Full-Time Employee:** An employee who has completed his/her introductory period and is regularly scheduled to work forty (40) hours per week.

- C. **Part-Time Employee:** An employee who has completed his/her introductory period and is regularly scheduled to work less than forty (40) hours per week. Part-Time employees shall be eligible for all City benefits on a pro rata basis as follows:

Vacation time on a pro-rata basis.

Retirement benefits on a pro-rata basis.

Employees, who work an average of twenty (20) hours or more per week, are eligible for one-half (1/2) day of holiday pay.

Employees, who work an average of twenty (20) hours or more per week, are eligible for one-half (1/2) day of sick leave per month.

Part-time employees are not eligible for Personal Leave and Funeral Leave.

**Pro-rata basis:** Calculated by percentage. (The percentage used for calculations is: 2080 hrs. per year ÷ by the hours worked by the regular part-time employee in a year).

- D. **Temporary Employee:** An employee with the expectation that his/her employment will be for a short duration, (i.e., no more than one (1) year).

### ARTICLE 3

#### 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 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: Each steward shall report to his/her immediate supervisor or designated representative prior to the time of leaving his/her work to perform the duties of such steward as set forth herein. He/she shall also report on returning to his/her work assignment unless the prior consent of the steward's supervisor not to report has been secured.

Sec. 5: The City shall designate a bulletin board for the posting of official Union Notices.

Sec. 6: A Union member may be released from their duties when requested by the Union to attend Union activities.

## ARTICLE 4

### SAFETY COMMITTEE

Sec. 1: **Training and Safety.** The Safety Committee exists to oversee the safety goals and plans of the City by making recommendations addressing safety and health hazards at each worksite. The Safety Committee shall consist of an equal number of bargaining unit employees (that shall serve in an advisory only status) and management. The Union shall appoint the bargaining unit members to this committee.

## ARTICLE 5

### 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: In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts of commission or omission, the date of the act or acts, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this contract which are alleged to have been violated, and the remedy which is sought.

Sec. 3: Step 1: An employee believing he/she has a grievance shall submit a written grievance with his/her supervisor within fifteen (15) calendar days after the occurrence of the grievance. The supervisor shall, within fifteen (15) calendar days after receiving the written grievance, meet with the employee in an attempt to resolve the dispute. The employee may be accompanied by a union steward, if the employee desires. The supervisor shall then have fifteen (15) calendar days after meeting with the employee 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 supervisor's answer and filed with the City Administrator. If such action is taken by the employee, he/she shall give notice to the Business Manager of the Union. The City Administrator shall, within fifteen (15) calendar days after receiving the grievance, meet with the Business Manager of the Local or his Designee in an attempt to resolve the dispute. The City Administrator shall supply both the employee and the Business Manager of the Union his written response within fifteen (15) calendar days of this meeting.

Step 3: If the Union and the employee decline to accept the City Administrator's decision, and if the grievance remains unresolved, the employee or the union may within fifteen

(15) calendar days after receipt of the City Administrator's response, file with the Mayor of the City a request for further review. The Mayor shall, within thirty (30) calendar days after receiving the grievance, meet with the Business Manager of the Local or his Designee in an attempt to resolve the dispute. The Mayor shall supply both the employee and the Business Manager of the Union his written response within thirty (30) calendar days of this meeting.

Step 4: If the Union and the employee decline to accept the Mayor's decision, and if the grievance remains unresolved, the employee or the Union may, within fifteen (15) calendar days after receipt of the Mayor's response, give notice to the City Administrator of intent to appeal the Mayor's decision to a grievance review panel.

(a) The grievance review panel shall be comprised of three persons. One panelist shall be chosen by the Union, one panelist shall be chosen by the City, and those two panelists shall mutually choose a third panelist mutually agreeable to both.

(b) The grievance review panel shall hold a hearing during which the parties may present evidence relevant to their positions regarding the grievance. In discipline cases, the City shall proceed first and bear the burdens of proof and persuasion. In all other cases, the grievant and/or Union shall proceed first and bear the burdens of proof and/or persuasion.

(c) At least five workdays prior to any hearing, the parties will exchange lists of witnesses and exhibits that may be presented at the hearing.

(d) The grievance review panel shall render a decision either on the day of the hearing or within one week after the hearing date.

(e) Any costs incurred by any of the parties during the hearing process shall be borne by the parties incurring such expenses. Either party may arrange for an authorized reporter to create a record of the hearing, and will bear the expense of such reporter. Any costs incurred by having the third panelist will be borne equally by the parties.

(f) Decisions of the grievance review panel will be final unless appealed to a court of competent jurisdiction.

Sec. 4: 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.

## **ARTICLE 6**

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

This agreement specifically incorporates the disciplinary language of Chapter 7 of the Employee Handbook.

The grievance procedure shall be as specified in Article 5 of this Collective Bargaining Agreement. Grievances shall be available for actions listed in Chapter 7 of the handbook.

## **ARTICLE 7**

### **LAYOFF AND RECALL**

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

- A. Employment positions to be offered;
- B. Areas of certification that are of present or future value to the City.
- C. State and federal laws or regulations that may mandate certain employment practices;
- D. Special or advanced training that would be of present or future value to the City.
- E. Performance evaluations.

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: Job openings for bargaining unit positions other than entry-level positions shall be posted. Employees interested in the position must submit an application for the position by the end of the posting period.

## **ARTICLE 9**

### **NO STRIKE AND LOCKOUT**

Sec. 1: There shall be no lockouts, consumer boycotts, strikes, slow downs, picketing, work stoppages or interferences with production, 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 consumer boycott, strike, slow down, picket, work stoppage or interference with operations, including sympathy strikes, for any reason whatsoever. If any unauthorized consumer boycott, strike, slow down, picket, work stoppage or interference with production, 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 10**

### **HOLIDAYS**

Sec. 1: Employees receive twelve and a half (12.5) paid holidays per year, as follows:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Arbor Day	The Day after Thanksgiving Day
Memorial Day	Christmas Eve Afternoon (Close at noon)
Independence Day	Christmas Day
Labor Day	Individual Selectable Day
Columbus Day	

- When a national holiday falls on a Saturday, the preceding Friday shall be recognized as a day off with pay. When the national holiday falls on a Sunday, the following Monday shall be recognized as a day off with pay.
- All City and Utility Departments shall close one (1) hour early on December 31st.
- Individual Selectable Days must be used during the year in which they are earned and cannot be carried over to succeeding years.

## **ARTICLE 11**

### **VACATIONS**

Sec. 1: Employees are eligible for paid vacation after six (6) months of employment. Available vacation is based on full-time work and is reduced proportionately for absences other than vacation time, paid sick leave, paid funeral leave, and holidays. Vacation is earned as follows:

#### Years of Employment Days/Hours Earned Per Year

After 1 year	5 days/40 hours
After 2-5 years	10 days/80 hours
After 10-15 years	15 days/120 hours
After 16 years	16 days/128 hours
After 17 years	17 days/136 hours
After 18 years	18 days/144 hours
After 19 years	19 days/152 hours
After 20 + years	20 days/160 hours

- Employees may carry a maximum of 320 hours of vacation time. Department Heads/City Administrator shall make every effort to accommodate employees when scheduling vacation.
- Employees that terminate employment with the City shall be paid for all unused accumulated vacation leave. Upon the death of an employee, his/her beneficiary shall be paid for unused accumulated vacation leave.
- Vacations shall be scheduled by the Department Head.
- Vacation shall be allowed in half-hour increments.
- Vacation time shall be applied to FMLA leave after the use of sick leave (if applicable).



## ARTICLE 12

### SICK LEAVE

Sec. 1: Each full-time employee is credited with one (1) working day of sick leave each month and is charged with sick leave actually taken. No employee may accrue more than one hundred twenty (120) days of sick leave.

The employee shall notify the department head or supervisor of his/her illness before the time that he/she is due to report for work on the first day of illness. If he/she is physically incapable of giving notice in this manner, notice shall be given as soon as possible.

The department head or City Administrator may require the employee to present a medical certificate as to the fact of illness or as to the ability of the employee to perform his/her work upon returning from sick leave.

The City of David City leave policies adhere to the provisions of 29 U.S.C. 2601, commonly known as the Family Medical Leave Act of 1993.

**\* SICKNESS - SELF:** An employee may use sick leave when that employee is ill and unable to perform his/her work or has an appointment with a doctor.

**\* SICKNESS - FAMILY:** An employee may use sick leave when an immediate family member (spouse, child, father, mother, father-in-law and mother-in-law) is ill or is hospitalized and needs the employee's care, or, requires the employee to take that family member for a doctor's appointment.

Any employee that is suspected of sick leave abuse may have their sick leave usage monitored for a period of six months and counseled concerning the matter. False claims for sick leave are cause for disciplinary action.

Sick leave may not be converted into vacation leave or used in lieu of vacation leave.

## ARTICLE 13

### PERSONAL LEAVE

Sec. 1: Personal leave will be granted to regular full-time employees prorated by years of employment as follows:

0 years to 4 years	-	2 days per year
5 years to 9 years	-	3 days per year
10 years to 14 years	-	4 days per year
15 years to 19 years	-	5 days per year
20 years to 24 years	-	6 days per year
25 years to 29 years	-	7 days per year
30 years to 34 years	-	8 days per year
35 years to 39 years	-	9 days per year
40 years plus	-	10 days per year

Personal leave is not an earned benefit. Personal leave is deducted from accrued sick leave and may be used by the employee for any reason. If an employee does not have accrued sick leave then the employee shall not be granted personal leave. Personal leave shall be considered a privilege to reward employees for their attendance. At the time of separation from employment, an employee shall not be paid for his personal leave which has not been used.

## ARTICLE 14

### SPECIAL LEAVE PROVISIONS

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

A. Funeral Leave.

**Primary:** Leave will be granted, not to exceed five (5) consecutive days per event, to employees to attend the funeral services of close family members, i.e., spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, niece or nephew.

**Secondary:** Leave will be granted, not to exceed two (2) consecutive days per event, to employees to attend the funeral services or secondary family members, i.e., grandparents, grandparents-in-law, aunts, uncles and cousins

B. Personal Leave without Pay. A personal leave of absence under this policy is an approved absence without pay. Personal leaves of absence must be requested in writing and will be granted only for special reasons. Only regular full-time employees who are not otherwise eligible for FMLA leave for any reason are eligible for a personal leave of absence. Time off without pay and leave of absence for medical or personal reasons will be considered on the basis of the City requirements and hardships caused thereby, the employee's performance record, the reason for the request, and the employee's length of service with the City. The determination of whether the request shall be granted rests solely within the discretion of the employee's Department Head and the City Administrator.

A leave of absence under this policy may be granted for personal reasons without pay for a period not to exceed thirty (30) days. All vacation time must first be exhausted before a leave of absence under this policy will be considered.

A leave of absence without compensation under this policy also may be granted for illness, injury or pregnancy disability for a period not to exceed thirty (30) days. All vacation and sick leave must first be exhausted before a leave for these purposes will be considered. At the option of the City, an employee may be required to present a certificate from the employer's physician and/or a physician of his/her own choosing as to the fact of the illness, injury or pregnancy disability. The employee must present a full medical release signed by his or her physician before being reinstated for work.

The length of absence may be extended at the discretion of the City upon further application in writing by the employee prior to the expiration of the initial period. In no event will leaves be granted for a period in excess of sixty (60) days. If your leave of absence is in excess of thirty (30) days, your return is subject to job availability. If your position is not available at the end of your leave, the City will make a reasonable effort to return you to a substantially similar position.

It will be the responsibility of the employee who has been granted a leave of absence in excess of thirty (30) days to pay monthly premiums for any continued group insurance coverage. In the absence of such payment, coverage will be terminated; however, you will be given an opportunity to convert the policy for your individual coverage. Failure to return to work on the date scheduled by the City will result in discharge from employment.

All leaves of absence will be granted subject to and in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), if applicable.

C. 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.

D. Longevity Recognition. The City of David City may present gifts with a monetary value to employees in recognition of years of employment and other special occasions as approved by the City Council, as follows:

5 years	\$10.00
10 years	\$15.00
15 years	\$30.00
20 years	\$50.00
25 years	\$80.00
30 years	\$110.00

35 years	\$140.00
40 years	\$170.00
45 years	\$200.00

E. **Public Service Leave.** An employee may take leave to serve as a member of a jury, upon being called as a witness because of his position in any court, or, to enter military training for not more than two weeks in any one year. During the period of public service leave, the employee shall receive his/her regular pay less any amount received by him/her for performing such public service, provided, however, that no deduction shall be made for amounts earned of less than \$10.00 (R.R.S. 55-160).

## **ARTICLE 15**

### **ON THE JOB ACCIDENTS**

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

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

## **ARTICLE 16**

### **EMPLOYEE INSURANCE AND RETIREMENT PROGRAMS**

Sec. 1: **Medical and Life Insurance.** Employees must work a minimum of forty (40) hours per week to be eligible for the medical and life insurance benefits.

A. Medical insurance is with Blue Cross Blue Shield of Nebraska.

The City will contribute 75% of the deductible, which money will be deposited directly into the employee's HSA account.

B. The employee pays 25% of the monthly premium regardless of which coverage plan they have chosen. The City pays the balance.

C. The City reserves the right to choose the method of providing this benefit (i.e., self-funded plan or insurance) and the benefits provided, including the deductible and co-payment amounts.

Sec. 2: **Retirement Plan.** The City will match employee contributions in an amount equal to the greater of 6% of regular pay or \$50.00 per month to a regular employee's Deferred Compensation Plan. The City of David City currently has two (2) deferred compensation plans to choose from.

New employees will not be eligible for this benefit until they have been taken off of probationary status. This is a voluntary benefit in which employees may choose not to participate. Employees, who elect not to participate in this benefit, will not receive any type of in-lieu of payment from the City.

Sec. 3:       **Life Insurance.** The City shall provide a term life insurance plan in the amount of \$15,000.00 for each employee. The City shall pay the total cost for this plan.

## **ARTICLE 17**

### **HOURS OF WORK**

Sec. 1:       **Hours of Work.** All Departments shall work a forty (40) hour workweek as the standard workweek unless otherwise provided. The Supervisors shall set the hours of work.

Sec. 2:       **Time Sheets.** Timesheets serve as the legal authority to pay an employee. They also serve as a verification of time off, and provide the legal basis to grant an employee benefits, including workers' compensation as appropriate. Employees are to provide an accurate accounting of all hours worked and leave used during a pay period on a timesheet.

All absences from an employee's regular work schedule must be reported and accounted for. An employee's timesheet accounts for all hours in the pay period and must be verified and approved by the employee's supervisor.

Completed timesheets require the signatures of the employee and the supervisor. These signatures certify that, to the best of their knowledge, the information provided on the documents is true and correct. An intentional misrepresentation of hours worked constitutes fraud and will result in disciplinary action or possibly termination of employment.

Sec. 3:       **Flextime.** Flextime is an alternate forty (40) hour workweek schedule by which an employee's workweek is determined by the needs of the job and is subject to Department Head or City Administrator approval.

Department Heads shall establish work periods and hours of work, which may differ from the hours of work to meet special department needs, projects or workloads. Special department needs and projects shall include, but not be limited to, infrastructure construction, standard workweek snow removal, street painting, recycling, football events, tract events, auditorium events, official committee and board meetings of the City, and any other known work that occurs before 7:30 a.m. or after 5:00 p.m. Monday through Friday or on weekends.

Department Heads are encouraged to use flextime whenever feasible to minimize overtime or the accumulation of compensatory time.

## ARTICLE 18

### OVERTIME, CALL BACK AND ON CALL

#### Sec. 1:       **Overtime & Compensatory Time.**

**Overview:** All compensatory/overtime work should be held to a minimum and should be authorized in advance in writing by the appropriate supervisor. Each supervisor is responsible for and expected to use good judgment in determining what constitutes legitimate and necessary compensatory/overtime work.

In unusual situations in which prior approval may not have been practical or possible and the required completion of a specific project, assignment, or official travel results in overtime or compensatory time worked, the appropriate supervisor may verbally approve the unauthorized time based on the circumstances involved, but it should be reported to the City Administrator in a reasonable timeframe.

#### **Definitions:**

- A. **Overtime** is the amount of time someone works beyond normal working hours, i.e., the standard forty (40) hour workweek.
- B. **Compensatory Time** refers to a type of work schedule arrangement that allows (or requires) workers to accumulate leave time and take time off instead of receiving overtime pay.

#### Sec. 2:       **Nonexempt Employees Overtime & Compensatory Time.**

**Overtime.** According to the Fair Labor Standards Act (FLSA), time worked in excess of forty (40) hours in one (1) week will be paid at the rate of time and one-half the regular rate of pay.

**Compensatory Time.** Compensatory time may be accumulated in lieu of time and one-half pay for overtime worked at the discretion of the City Administrator. These hours shall be recorded in the payroll system at the time of accrual and use. Hours worked in excess of eight (8) hours in one (1) day may not necessarily be counted as overtime.

When compensatory time is allowed by the Department Head or City Administrator, an employee may accrue no more than twenty-four (24) hours of compensatory time at any given time. Any exceptions to this provision must be authorized by the City Administrator.

Compensatory time shall be used within the same pay period from when it was earned. If compensatory hours are earned during the last week of the pay period, those hours may be carried over to be used during the next week following the pay period in which they were earned.

Designated holidays, vacation time, individual selectable days, and sick leave time are included as hours of work for the purpose of calculating overtime during the week in which they fall.

Sec. 3:       **Work on Holidays.** If an employee is required to work on a holiday, he/she shall receive eight (8) hours of work credited to the total work week hours plus the number of hours actually worked on the holiday to be credited to the total week hours.

Sec. 4:       **Call Out Time.** If after an employee has left his/her place of work and he/she is called back for duty, he/she shall be paid for at least two (2) hours of work, which shall be included in time worked in calculating overtime for that week. For purposes of calculating Call-Out Time, hours worked shall include two (2) hours plus actual time worked after two (2) hours.

Sec.5:       **On Call Time.** An employee, who carried a pager for a week and is scheduled for rounds, will be credited with two (2) hours of compensatory time. While an employee is On-Call Time, he/she shall be in a place and situation that allows for a response to any situation or need within thirty (30) minutes.

Sec. 6:       **Standby Time.** City Power Plant employees, who are not On-Call, will be credited with two (2) hours of compensatory time during such times as Nebraska Public Power District mandates the David City Power Plant standby for possible electric energy production. An employee who is On-Call shall not receive any compensation for Standby Time. While an employee is on Standby Time, he/she shall be in a place and situation that allows for a response to any situation or need within thirty (30) minutes.

Sec. 7:       **Breaks.** A fifteen (15) minute break shall be allowed for each four (4) hours of work. If work conditions are such that travel, cleanup, etc., plus the break require more than fifteen (15) minutes, the break shall be taken on the site.

## ARTICLE 19

### SPECIAL PROVISIONS

Sec. 1:       **Employee Residence.** All Departments that may be called back to work for emergency purposes (Water Department, Sewer Department, Electric Department, Street Department, and Power Plant Department) are required to reside within a fifteen (15) mile radius of the established city limits of David City.

Sec. 2:       **Full-Time Employee Discounts.**

- 10% off Auditorium Rentals (including bar charges)
- 10% off Swimming Pool Passes (family, couple, or single)
- 10% off Schweser House Rentals
- Gravel, White Rock, Mud Rock, etc. - allowed to purchase at cost

Sec. 3:       **License and Fees.** The City shall pay the fees for all licenses required for the employees.

Sec. 4:       **Influenza and Hepatitis B Vaccination.** The City shall offer an annual influenza shot for all employees who elect to participate. Employees who are required to work with or at any Wastewater Treatment Facility Plant, Equipment and/or System will be provided at their option, vaccination shots for Hepatitis B at the expense of the City.

## **ARTICLE 20**

### **RATE OF PAY**

Sec. 1:       Effective March 24, 2021, wages for employees covered by this Agreement shall be in accordance with the Pay Step Plan set forth in Schedule A attached hereto which identifies Steps 1 through 10 for each job classification. An employee shall be eligible for a one step merit pay increase after satisfactory completion of a one (1) year period beginning with the original date of employment in the job classification. Employees' placement on the Pay Step Plan is set forth in Schedule B attached hereto. An employee shall be paid at 95% of their pay rate for a six (6) month probation period. In making the decision as to whether or not an employee deserves and shall receive a merit step increase, the Department Head must find that the employee has performed in a satisfactory manner. When an employee moves to a higher classification, they shall be slotted into a step closest, but not less than their current wage.

## **ARTICLE 21**

### **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 22

### 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: The Union acknowledges the concept of “inherent management rights” and agrees that this concept shall be made fully applicable to the terms of the Agreement with respect to the utilization of the grievance procedure of this Agreement and with respect to any exercise of this Article.

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 and not in conflict with this Agreement.
- 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, subcontract 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, policies and other terms and conditions of

employment of the City which are not in conflict with this Agreement or state statute.

- 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 23**

### **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 as revised from time to time and been subject to negotiation if a mandatory subject of bargaining or waived by the union.

## **ARTICLE 24**

### **SMOKING POLICY**

Smoking is prohibited throughout Employer's facilities and vehicles.

## **ARTICLE 25**

### **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 the effective date of this Agreement, and September 30, 2021.

## **ARTICLE 26**

### **DURATION OF AGREEMENT**

Sec. 1: This Agreement shall be in full force and effective upon execution of this Agreement to September 30, 2021, 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 27**

**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 April, 2021.

CITY OF DAVID CITY

LOCAL 1536, I.B.E.W.

\_\_\_\_\_  
MAYOR

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

\_\_\_\_\_  
CITY ADMINISTRATOR

<u>Department</u>	<b>10 Steps, Probation is 95% of Pay When Hired (10 Steps Total)</b>									
<u>Position</u>	1	2	3	4	5	6	7	8	9	10
<u>Power Plant</u>	1	2	3	4	5	6	7	8	9	10
Power Plant Op I	\$19.38	\$20.17	\$20.97	\$21.76	\$22.55	\$23.35	\$24.14	\$24.93	\$25.73	\$26.52
Power Plant Supervisor	\$27.53	\$28.42	\$29.30	\$30.19	\$31.07	\$31.96	\$32.84	\$33.73	\$34.61	\$35.50
<u>Electric</u>	1	2	3	4	5	6	7	8	9	10
Apprentice Lineman	\$17.97	\$18.55	\$19.13	\$19.71	\$20.29	\$20.87	\$21.45	\$22.03	\$22.61	\$23.19
Lineman 2nd Class	\$19.99	\$20.48	\$20.97	\$21.46	\$21.95	\$22.45	\$22.94	\$23.43	\$23.92	\$24.41
Lineman 1st Class	\$23.63	\$24.24	\$24.84	\$25.45	\$26.05	\$26.66	\$27.26	\$27.87	\$28.47	\$29.08
Line Foreman	\$27.88	\$28.37	\$28.87	\$29.36	\$29.86	\$30.35	\$30.85	\$31.34	\$31.84	\$32.33
Electric Supervisor	\$31.14	\$31.87	\$32.59	\$33.32	\$34.05	\$34.77	\$35.50	\$36.23	\$36.95	\$37.68
<u>Water/Wastewater</u>	1	2	3	4	5	6	7	8	9	10
Water/Wastewater Operator I	\$17.94	\$18.54	\$19.13	\$19.73	\$20.33	\$20.92	\$21.52	\$22.12	\$22.71	\$23.31
Water/Wastewater Operator II	\$21.07	\$21.61	\$22.16	\$22.70	\$23.24	\$23.79	\$24.33	\$24.87	\$25.42	\$25.96
Water Field Supervisor	\$21.14	\$21.67	\$22.20	\$22.74	\$23.27	\$23.80	\$24.33	\$24.87	\$25.40	\$25.93
Water Supervisor	\$25.86	\$26.72	\$27.58	\$28.44	\$29.30	\$30.15	\$31.01	\$31.87	\$32.73	\$33.59
Wastewater Supervisor	\$25.18	\$26.00	\$26.82	\$27.63	\$28.45	\$29.27	\$30.09	\$30.90	\$31.72	\$32.54
<u>Street</u>	1	2	3	4	5	6	7	8	9	10
Maintenance Worker I	\$15.65	\$16.05	\$16.44	\$16.84	\$17.23	\$17.63	\$18.02	\$18.42	\$18.81	\$19.21
Maintenance Worker II	\$16.82	\$17.25	\$17.68	\$18.11	\$18.54	\$18.96	\$19.39	\$19.82	\$20.25	\$20.68
Street Foreman	\$19.74	\$20.16	\$20.58	\$21.01	\$21.43	\$21.85	\$22.27	\$22.70	\$23.12	\$23.54
Street Supervisor	\$22.86	\$23.48	\$24.10	\$24.72	\$25.34	\$25.96	\$26.58	\$27.20	\$27.82	\$28.44
<u>Parks</u>	1	2	3	4	5	6	7	8	9	10
Park Laborer	\$10.68	\$11.21	\$11.74	\$12.28	\$12.81	\$13.34	\$13.87	\$14.41	\$14.94	\$15.47
Parks & Auditorium Supervisor	\$17.64	\$18.24	\$18.84	\$19.44	\$20.04	\$20.65	\$21.25	\$21.85	\$22.45	\$23.05

**10 Steps With Probation at 95% of Pay (10 Steps Total), Affect on Wages**

Represented by IBEW #1536	Job Title	Step	Current	Proposed	Hourly Wage	Annual Wage
			Wages	Wages	Increase	
Pat Hoeft	Electric Supervisor	6	\$34.32	7	\$35.50	\$1.18 x2080 \$2,454.40
Mick Shipley	Line Foreman	7	\$31.46	10	\$32.33	\$0.87 \$1,809.60
Nathan Blomenberg	Lineman 1st Class	4	\$27.13	8	\$27.87	\$0.74 \$1,539.20
Brett Thiemann	Lineman 2nd Class	1	\$23.34	9	\$23.92	\$0.58 \$1,206.40
Patrick Ayers	Lineman 2nd Class	1	\$23.34	8	\$23.43	\$0.09 \$187.20
Christian Hans	Lineman 2nd Class	Probation	\$22.89	7	\$22.94	\$0.05 \$104.00
John Smaus	Power Plant Op I	4	\$24.80	8	\$24.93	\$0.13 \$270.40
Aaron Gustin	Water Supervisor	1	\$26.83	3	\$27.58	\$0.75 \$1,560.00
John Kobus	Water Field Supervisor	10	\$25.93	10	\$25.93	\$0.00 \$0.00
Emmalyn Gaudio-Gustin	Water/WW Operator I	1	\$17.33	1	\$17.94	\$0.61 \$1,268.80
Broderick Hoeft	Water/WW Operator I	1	\$17.33	1	\$17.94	\$0.61 \$1,268.80
Daniel Sobota	Water/WW Operator I	Probation	\$16.90	1	\$17.94	\$1.04 \$2,163.20
Chris Kroesing	Street Supervisor	1	\$23.28	3	\$24.10	\$0.82 \$1,705.60
Mat Asche	Street Foreman	4	\$18.90	1	\$19.74	\$0.84 \$1,747.20
Nicholas Zrust	Maintenance Worker II	3	\$17.45	4	\$18.11	\$0.66 \$1,372.80
Clint Brandenburg	Maintenance Worker II	1	\$16.69	2	\$17.25	\$0.56 \$1,164.80
William Buntgen	Parks & Auditorium Supervisor	5	\$23.05	10	\$23.05	\$0.00 \$0.00
Nathan Styskal	Park Laborer	13	\$15.47	10	\$15.47	\$0.00 \$0.00
<b>TOTAL</b>			<b>\$406.44</b>		<b>\$415.97</b>	<b>\$9.53 x2080 \$19,822.40</b>