



**AGREEMENT / CONTRACT**

**CITY OF SOUTH SIOUX CITY,  
NEBRASKA**

**AND**

**AFSCME LOCAL 251**

**OCTOBER 1, 2005**

**TO**

**SEPTEMBER 30, 2008**

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## AGREEMENT

THIS AGREEMENT made and entered into this 1<sup>st</sup> day of October 2005, by and between the City of South Sioux City, Nebraska (hereinafter) referred to as "CITY" and Local #251, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter) referred to as the "UNION".

WHEREAS, the Union was selected as the collective bargaining representative of the employees described in Article I in a secret ballot election conducted by the Nebraska Commissioner of Labor on March 18, 1970; and

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations of the City; accomplish and maintain the highest quality of work performance; increase individual efficiency; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slow down, or other interference with work performance, strengthen goodwill, mutual respect and cooperation; and set forth the agreement covering rates of pay, hours of work and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations and authority of the parties to this Agreement are governed by and subject to the laws of the State of Nebraska; and

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City by the Statutes of the State of Nebraska;

NOW THEREFORE, the parties agree as follows:

## ARTICLE I

### Recognition

SECTION 1. Bargaining Unit. The City recognized the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining for all employees in the following departments:

- (1) Fiber Optics/**Communications**;
- (2) Water/Waste Water
- (3) Administration, **except dispatchers. ~~except communication workers;~~**
- (4) Streets;
- (5) Auto Maintenance,

but excluding seasonal employees, part-time employees, professional employees, and supervisors.

SECTION 2. Definition of Regular Full Time Employees. For the purpose of this Agreement, the term "regular full time employee" shall mean those employees with a job classification, normally scheduled to work forty (40) hours per week, who have successfully completed their entrance physical, personnel and past employer check and whose personnel records do not indicate "temporary", "part-time" or "seasonal" employee status.

SECTION 3. Definition of Seasonal Employees. For the purpose of this agreement, term seasonal employees to mean these employees for the job classification hired for a specific purpose. Seasonal employees will normally work in excess of ninety calendar days but not to exceed nine months in a calendar year.

SECTION 4. Definition of Part-Time Employees. For the purpose of this Agreement, the term "part-time employee" shall mean those employees working less than thirty-two (32) hours per week.

SECTION 5. Definition of Temporary Employees. For the purpose of this Agreement, the term "temporary employee" shall mean those employees hired for the purpose of filling a job for a temporary and specific duration of time. Temporary employees shall not work in excess of ninety (90) days.

**SECTION 6. Definition of Supervisors. For the purpose of this Agreement, the term "supervisors" shall include any individual having authority, in the interest the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.**

SECTION 7. Limitation of Individual Agreement. The City shall not enter into any agreement, either individually or collectively, with members of the bargaining unit as defined in Section 1, of this article which is in violation of the terms of this Agreement.

SECTION 8. Recognition. The Union shall be continued to be recognized as the exclusive collective bargaining representative unless it has been decertified in accordance with the rules and regulations of the Commission of Industrial Relations.

## ARTICLE II

### Dues

SECTION 1. City should deduct regular monthly union dues in assessment from the pay of each employee who has executed a written check-off form in accordance with the terms and provisions of such check-off form.

SECTION 2. Such deductions shall be deducted equally from the first and second payroll period of each calendar month and will be remitted within ten calendar days to the designated Union Office.

SECTION 3. Such monthly Union dues and assessments shall be deducted in total for any pay which is due and owing to the employee during the first and second payroll period of each month.

SECTION 4. If in accordance with the terms and provisions of the check-off form, Appendix 1, an employee properly revokes such check-off authorization, it shall not become effective until the first payroll period of the succeeding calendar month.

SECTION 5. At the time of execution of the Agreement, the Union shall advise the Payroll Section of the City in writing of the exact amount of regular monthly Union dues. If, subsequently, the Union requests the Payroll Section of the City to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the Payroll Section of the City that additional amounts are regular monthly Union dues duly approved in accordance with the terms of Appendix 1 and such form shall be treated for all purpose in like manner as the initial authorization form.

SECTION 6. The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the Payroll Section of the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

## **ARTICLE III**

### **No Strike And No Lockout**

SECTION 1. No Strike. Neither the Union nor any of its officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing during the term of this Agreement or any extensions hereof. Any or all employees who violate any of the provisions of this Article may be disciplined by the City.

SECTION 2. Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

## ARTICLE IV

### **Management Responsibilities**

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces and to schedule working hours; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services are made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to suspend, discipline or discharge for just cause; to transfer employees; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

## ARTICLE V

### Grievance Procedure

SECTION 1. Grievance as defined in this agreement is a claim of an employee arising during the term of this agreement which is limited to matters of interpretation of application of expressed provisions of this agreement. The Union may file a grievance on behalf of any employee or employees or the employee may individually file a grievance.

SECTION 2. The following procedure shall be used in submission of a grievance as defined in Section 1 here-of:

STEP 1: An employee or his Union Representative shall first, upon a completion of an official grievance form, discuss the grievance with the employees department head within ~~ten~~-~~fifteen~~ work days from the date the events giving rise to the grievance occurred or the date the employee first became aware of the grievance. The department head will respond in writing to the employee, and the Union, concerning his decision on the grievance within ~~five~~-~~ten~~ work days from the date on which the written grievance was received.

STEP 2: If satisfactory settlement is not reached under Step 1, grievance may be presented to the City Administrator or the designee of the Mayor of the City within ~~five~~ ~~ten~~ working days after the department head or other designated persons answer in Step 1. A meeting between the City Administrator and the designee and the Union Representative shall be held at a time designated by the City. If no settlement is reached, the City Administrator or the designee shall give the City's written answer to the Union Representative within ~~five~~-~~ten~~ working days following their meeting. If satisfactory settlement is not reached under Step 2 hereof, either the aggrieved employee or the Union or the City Administrator or the designated representative may, within ~~five~~-~~ten~~ workdays by written notice to the other party request arbitration. The Union and the City shall furnish each other with a copy of any notice sent requesting non-binding arbitration.

SECTION 3. The Arbitration proceedings shall be conducted by an arbitrator, to be mutually selected by the parties within ten workdays after the submission of a written demand for arbitration. If the parties are unable to mutually agree as the selection an arbitrator within such time limit and either parties continues to demand arbitration, the parties shall jointly request a Federal Mediation Conciliation Service to provide a list of seven arbitrators each party shall have the right to strike three names from the list of arbitrators as submitted. The party requesting arbitration shall have the right to strike the first name and the other party shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

Where an employee elects to process a grievance without Union Representation or assistance, the Union shall have the right after the arbitrator has been selected to intervene and become a party to the proceedings.

Authority of the arbitrator is limited to matters of interpretation or application of the expressed provisions of this agreement in the arbitrator shall have no power or authority to add to, subtract

from, or modify any of the terms or provisions of this agreement. In the event the arbitrator finds that he has not authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision with thirty (30) workdays after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witness. If the party desires that a record of the testimony be made at the proceedings it may cause such a record to be made at his expense provided, however, that it supplies the arbitrator and other party or parties with copies of such record at no expense to the other party or parties.

SECTION 4. Any time limitation provided here may be waived in writing by mutual agreement of the Union or the aggrieved employee and City Administrator or his designated representative. If any party fails to comply with any time limitations or extension thereof, absent written waiver of same, the grievance shall automatically be resolved in favor of the other party.

SECTION 5. An aggrieved employee shall have the right to process his grievance individually, by the Union, and or by any attorney of law.

SECTION 6. One designated Union Steward, upon proper notification and release of his non-bargaining supervisor, shall be granted sufficient time during working hours, at no loss in pay, to investigate processed grievance; provided, there is no disruption of work. Release from work shall not be unreasonably withheld. Abuse of this procedure shall be grounds for disciplinary action against the steward. Stewards shall restrict their activities to their respective work locations; provided, however, that the chief steward, or in his absence his designate or alternate, shall not be restricted in performance of such activities to their respective work locations and may engage in such activities at such locations as necessary and relevant to the investigation and processing of the grievance and representation of the grievor. The parties shall meet and confer at each step of the grievance when necessary.

## ARTICLE VI

### Labor-Management Meetings

SECTION 1. It is agreed upon request, the City Administrator Union President and Chief Union Steward shall meet to discuss mutual problems and further develop harmonious relations. The meeting shall occur during working hours, and no additional employees shall suffer any loss of time if requested to attend.

SECTION 2. Joint Safety Committee. There shall be a Joint Safety Committee consisting of two (2) representatives of the bargaining unit, selected by the bargaining unit **in addition to other persons selected by management.**

SECTION 3. All questions relating to safety including equipment and procedures shall be considered proper subjects for discussion.

SECTION 4. All questions relating to safety including equipment and procedures shall be brought initially to the attention of the department head in whose department the subject, relating to safety, affects.

SECTION 5. Any safety question not resolved by the work of this committee shall be presented to the CITY ADMINISTRATOR by the committee for any action he may consider.

SECTION 6. Complaints by employees may be filed with the committee in writing.

## ARTICLE VII

### Hours of Work and Overtime

SECTION 1. Generally. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Overtime pay shall not be paid more than once for the same hours work.

SECTION 2. Normal Workweek. The normal workweek shall consist of forty (40) hours per week and such additional time as may from time to time be required to serve the citizens of the City. The workweek shall normally consist of five (5) consecutive eight (8) hour days. Eight (8) consecutive hours of work normally constitute a work shift. All employees shall normally be scheduled to work on a regular work shift, and each shift shall have a starting and quitting time. Notwithstanding other provisions of this Article the City may establish a different work day (four (4), ten (10) hour days; overtime pay shall be incurred after ten (10) hours).

SECTION 3. Overtime Pay. Employees shall be paid one and one-half times the regular hourly rate of pay for all hours worked under any of the following conditions:

- (a) All work performed in excess of the regularly scheduled workday 8 or 10 hours in a twenty-four (24) hour period which period commences at the beginning of the employees assigned work shift.
- (b) All work performed in excess of forty (40) hours in any work week.
- (c) All work performed before or after any scheduled work shift.
- (d) The city shall pay overtime in the excess of 10 hours when a four (4) ten (10) hour work period has been implemented and mutually agrees to a different basis for the payment of overtime where the parties have established a different work week or work day (four (4) ten (10) hour days).
- (e) Holiday, funeral, vacations leave and compensatory shall be counted as days worked in computing overtime, notwithstanding the provision of Section 2 Article VIII.
- (f) Seasonal/part-time/temporary employees shall not be eligible for overtime benefits except as required by law.

SECTION 4. Overtime Pay and Compensation Time. The Employee and their Supervisor by mutual consent shall have the option of providing either overtime compensation or compensatory time off to employees who work overtime and shall notify employees accordingly on or before the payday following the performance of overtime work.

If overtime hours are compensated in cash, payment shall be made in accordance with Section 7 of the Fair Labor Standards Act for all overtime hours worked on or after August 1990.

If overtime hours are compensated with time off, compensatory time shall be provided at a rate

of one and one-half hours for each hour of overtime employment. For hours worked after October 1<sup>st</sup>, 2005, compensatory time may be accumulated to a maximum of ~~120~~160 hours. Any employee who, after October 1<sup>st</sup>, 2005, has accrued ~~120~~160 hours of compensatory time off shall be paid overtime compensation for additional overtime hours of work. If compensation is paid to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives the compensation.

Upon termination of employment, employees who have accrued compensatory time after August 1990, shall be paid for unused compensatory time at rate of compensation not less than: (1) the average regular rate received by the employee during the last three years of the individual's employment, or (2) the final regular rate received by the employee, whichever is higher.

Employees who have accrued compensatory time off after August 1990, may request the use of compensatory time and shall be permitted to use such time within a reasonable time period after making the request if the use of compensatory time does not unduly disrupt the operations of the department.

SECTION 5. Lunch and Rest Periods. Each employee shall be granted one (1) hour lunch period as near practical to normal eating hours; each employee shall be granted (1) rest period of fifteen (15) minutes duration per each four (4) hour period. The supervisor and the employee, by mutual agreement, shall have the authority to give an employee one (1) thirty (30) minute break period instead of two (2) fifteen (15) minute break periods per eight (8) hour shift.

SECTION 6. Standby or Alert Pay. Qualified employees selected for standby duty shall receive One Hundred Forty Dollars (\$140.00) for standby or alert pay duty from 4 p.m. Friday evening until 7 a.m. Monday morning. Employees selected by the City for holiday standby will be paid Seventy Dollars (\$70.00) for holiday standby from 4 p.m. the day before the holiday until 7 a.m. the morning following the holiday. The rule for holidays shall apply for one-half (1/2) day holidays. ~~Standby employees shall report within one-half (1/2) hour of being called out.~~ The following rates shall be paid for callouts during standby or alert duty and during the regular work week:

- (1) Checking sewer stations one (1) hour pay at one and one-half times regular hourly rate of pay.
- (2) Checking water plants one (1) hour rate at one and one-half times regular hourly rate of pay.
- ~~(3) Checking electrical substations one (1) hour pay at one and one-half times regular hourly rate of pay.~~
- (4) All other callouts two (2) hours minimum for each callout at one and one-half times regular hourly rate of pay and all hours in excess of two (2) hours on each callout shall be at one and one-half times regular hourly rate of pay (except for routine check of sewer, water, and electrical plants which are as shown above).
- (5) When using hand held devises, employees shall receive one (1) hour of overtime pay.

SECTION 7. Guaranteed Work Week. All permanent full time employees are guaranteed a forty (40) hour work week consisting of five (5) consecutive eight (8) hour days, or four (4) consecutive 10 hour days scheduled Monday through Friday, inclusive. Each employee shall be paid forty (40) hours during the normal work week whether or not work on the job is available, except the City shall have the option of setting the regular starting and quitting time of each shift for each individual employee. In order to exercise this option of setting the regular starting and quitting times, the City must give a at least seven (7) calendar days notice to the employees involved and change must be effective a minimum of seven (7) calendar days after put into effect. This provision shall not affect the right of the City to layoff for any legitimate reason all, or part of the employees, upon giving seven (7) calendar days notice of the lay-off. This provision shall not affect the right of the City to change the starting and quitting times in emergency situations (i.e., snow removal, storm damage, etc.).

**ARTICLE VIII**

**Holidays**

SECTION 1. Number of Holidays and Holiday Pay. Eligible employees shall be paid eight (8) or ten (10) hours pay at the employee's straight time hourly rate for the following holidays when not worked:

Christmas Day	Memorial Day
New Year's Day	Thanksgiving Day
Independence Day	and the day after Thanksgiving
Labor Day	
Employee's Birthday	1/2 Day Before Christmas Holiday
President's Birthday	1/2 Day Before New Year's Holiday

All holidays shall be observed as they are federally observed. Whenever a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday or as federally observed.

SECTION 2. Eligibility Requirements. To be eligible for holiday pay, an employee must have worked the full regularly scheduled workday before and after the holiday, unless excused by the City. Excused absence is defined as sickness, funeral leave, comp time, birthday or vacation time. No holiday pay will be paid during unpaid leave of absence.

SECTION 3. Work on Holiday. An employee who is scheduled to work on a holiday and who fails to report and work as scheduled shall receive no holiday pay unless absent for good cause as shown. For all hours worked on a holiday, an employee shall receive one and one-half times his straight time hourly rate of pay; in addition to his holiday pay if otherwise eligible. This section shall not apply to "alert" or "standby" pay.

## **ARTICLE IX**

### **Vacations**

SECTION 1. Length of Vacations. Employees who have been employed by the City for a period of at least one (1) year shall be entitled to a vacation as follows:

<b>YEARS OF SERVICE</b>	<b>LENGTH OF SERVICE</b>
One year but less than two years	One Week
Two years but less than six years	Two Weeks
Six years but less than fourteen years	Three Weeks
Fourteen years but less than twenty years	Four Weeks
Twenty years or More	Five Weeks

SECTION 2. Eligibility. In order to be eligible for vacation benefits under Section 1, an employee must have worked at least 1,000 hours during the preceding twelve month period and be on the active City payroll. Only those years in which the employee worked at least 1,000 hours will be considered for vacation purposes. Employee must be employed for one (1) calendar year.

SECTION 3. Vacation Pay. For each week of vacation, an employee shall be entitled to an allowance of forty (40) hours pay at his/her straight time hourly rate of pay or an allowance of his/her average weekly pay, whichever is less.

SECTION 4. Non-Cumulative. Vacations shall not be cumulative from year to year.

SECTION 5. Vacation Period. Within each department, all employees shall request a first and second choice for their vacation period. The seniority rule, defined in Section XIV, shall apply for all first choices through each department. After all first choices of vacation period have been satisfied, then all second choice vacation period shall be satisfied in order of seniority.

SECTION 6. Separation. Any employee who is laid off, discharged, retired, or separated from the service of the City for any reason prior to taking his/her vacation shall be compensated for the unused vacation which he/she is eligible for at the time of separation. If he/she has not qualified under Section 2 of this Article, vacation time shall be pro-rated in the nearest full month of employment.

SECTION 7. Request of Vacation Period. Vacation periods shall be taken each year. Employees who do not request a vacation period prior to the end of the ninth (9th) month following the year in which the vacation was earned shall be scheduled within three months remaining in the year.

SECTION 8. If an employee covered by this agreement becomes ill, or sustains an injury while on a scheduled vacation leave, the employee can apply for a change from scheduled vacation leave to sick leave if the employee desires. To qualify for this benefit, the employee will have to have been treated or confined in an accredited hospital and furnish certification of the treatment or confinement to the employer.

## ARTICLE X

### Paid Leaves

SECTION 1. Funeral Leave. In the event of a death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father (includes step or foster parents), mother-in-law, father-in-law, sister, brother, spouse, child or any member of the employee's immediate household, said employee shall be excused for a period **of three (3) working days** for the purpose of attending the funeral, **unless the funeral is outside a five hundred (500) mile radius of South Sioux City, then the employee will be granted five (5) working days for the purpose of attending the funeral.** The employee will be paid his/her regular hourly rate of pay for any such days of excused absence which occur during normal work week, but in no event more than eight (8) hours pay for any one day. No pay shall be granted if the employee does not attend the funeral. **In the event of the death of an employee's grandfather, grandmother, grandchildren, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, the employee will be permitted to take funeral leave of one (1) to three (3) working days depending on the necessity of the circumstances for the purpose of attending the funeral. The employee will be paid his/her regular hourly rate of pay for any such days of excused absence which occurs during a normal work week, but in no event more than eight (8) hours pay for any one day. No pay shall be granted if the employee does not attend the funeral.**

In the event of the death of a city employee, any employee shall be excused one (1) hour before the funeral until one-half (1/2) hour after the church or funeral home service. Employees so excused must attend the funeral.

SECTION 2. Jury Pay Supplement. An employee who is required to serve on jury duty shall be excused from duty for the hours of such service and for the travel time required. For each hour of each day of such jury service, when employee otherwise would have worked, employee will receive his/her regular rate of pay less any amount he/she receives for jury service, (not including travel and expense allowances). The employee will present proof of service and of the amount of pay received therefore.

## ARTICLE XI

### **Leave of Absence (Unpaid)**

Upon written application to the City Administrator or the designee of the Mayor, an employee may be granted a leave of absence by the City for a period not to exceed ninety (90) days at one time. Premiums for accident and health insurance will be paid in advance by the employee for the period of the unpaid leave.

## ARTICLE XII

### Sick Leave

All full-time, regular employee as defined in the Agreement will be given sick leave credit of **twelve (12) hours sick leave for every month** of continuous employment to a maximum of **eight hundred (800) hours**. Except in the instance of an injury compensable under Workers Compensation insurance, sick leave time shall not accumulate when an employee is in a non-pay status. When an employees accumulated sick 'eave drops below ~~seven hundred twenty~~ **eight hundred** hours he/she will again be credited at the rate of **twelve (12) hours** per month for each complete calendar month worked until the maximum is reached.

Each employee shall be allowed ~~twenty-four (24)~~ **thirty-two (32)** hours of paid sick leave each calendar year without a doctor's certificate. In order to qualify for paid sick leave other than the aforesaid ~~twenty-four (24)~~ **thirty-two (32)** hours, the employee must present a signed certificate from a doctor, in a form acceptable to the City, showing incapacity to work on the days for which sick leave pay is requested.

Two days of sick leave per year may be utilized for caring for illness or surgery of immediate family member, as defined by the family medical leave act which includes care for a newborn, recently adopted child, foster child or spouse, parent or child with a serious health condition.

Pay for sick leave shall be made on the regular City pay days at their regular rate of pay and for the normal hours per day period scheduled for the employee.

Workers Compensation and other insurance benefits payable to the employee are his/her alone and the City is not entitled to receive same. In the event that an employee is receiving Workers Compensation or other benefits, the employee shall be charged with sick leave only to the extent that the City provides additional compensation over and above such benefits.

~~Under no circumstances will pay be given in lieu of accumulated sick leave.~~

**Upon the employee's retirement, resignation or death, the employee will be reimbursed at 30% of the employee's accumulated sick leave balance.**

An employee who is unable to report for work due to illness or becomes ill during working hours, shall, report the fact to his/her supervisor or have the report made for he/she by a responsible person in advance. In addition, the employee or his/her supervisor must make a written report of accident or illness that is or may be directly attributable to City Workers Compensation Insurance carrier.

The provision of this Article granting sick leave with pay are not applicable if the employee is injured or contracts an occupational disease while gainfully employed on non-city work.

## **ARTICLE XIII**

### **Military Leave**

An employee who is a member of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve shall be entitled to a military leave of absence from his or her respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state of the United States. Members who normally work or are normally scheduled to work one hundred twenty hours or more in three consecutive weeks shall receive a military leave of absence of one hundred twenty hours each calendar year. Members who normally work or are normally scheduled to work less than one hundred twenty hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the vacation leave provided herein.

## ARTICLE XIV

### Seniority

SECTION 1. Definition. Seniority is an employee's length of continuous service with the employer since last date of hire for all purposes except set forth in Section 3 of this Article.

SECTION 2. Probationary Period (New Hires). Each employee shall be considered a probationary employee for his/her first (6) six months, after which his/her seniority shall date back to his/her last date of hire. For new employees, there shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City.

Promotional Probationary Period. Any employee who receives a promotion in accordance with Section 5 hereof shall be considered a promotional probationary employee for his/her first three months of continuous service in the promotional classification. In the event such employee fails to demonstrate adequate ability to perform the work involved, then in such probationary period he shall be re-transferred (with loss of seniority) to the job classification from which he was promoted, displacing his replacement, (if any).

SECTION 3. Seniority Principle. In all cases of demotions and layoffs when working forces are being decreased and recalls when working forces are increased, and in all cases of promotions, where employees substantially equal in ability, which includes physical fitness, length of continuous service shall be the determining factor. In applying the seniority principal, the City shall evaluate and determine the employee's ability and physical fitness, subject to the employee's right to file a grievance challenging the City's evaluation and determination.

SECTION 4. Departments. Each employee will be slotted into one of the following departments:

- |                                       |                      |
|---------------------------------------|----------------------|
| (1) <b>Fiber Optics/Communication</b> | (4) Auto Maintenance |
| (2) Water/Sewer                       | (5) Streets          |
| (3) Administration                    |                      |

SECTION 5. Job Bids. Whenever a permanent job vacancy develops, or is expected to develop in one of the above departments, the job will be posted in a location designated by the City for at least five (5) working days, exclusive of Saturdays, Sundays, and holidays, for bid by an employee in a lower-rates classification in the department. Job posting shall include an approximate date that the City expects to fill the posted job by successful bid. If more than one qualified employee bids for vacancy, the City shall elect the successful applicant in accordance with the seniority principle set forth in Section 3 of this Article. If no bids are made by employees within the department for the job opening, the City will post the job opening for at least five (5) working days for bid by all other employees of the City. If a vacancy has not been filled within thirty (30) days of the initial job posting under this Section, the City shall again post the job opening pursuant to this Section, however, the City shall only be required to post the job one (1) additional time. In such cases, where applicants are substantially equal in ability, which included physical fitness, length of continuous service with the City since last date of hire shall be the determining factor. The City shall evaluate and determine the employee's ability and physical fitness.

When a vacancy occurs within a department in which no one is able to bid, the five (5) day bidding requirement within the department will be held simultaneously with the five (5) day bidding requirement for all City employees.

When an employee successfully bids into another position pursuant to the provisions of this section, he shall be ineligible to bid on any other positions until after expiration of nine (9) months of service in such position.

Nothing contained in this Section shall prevent the City from temporarily filling a posted vacancy until it is determined whether there are applicants with the ability to perform satisfactorily the work involved, or from offering the posted vacancy to a qualified employee who did not apply for the job and where no qualified employee has bid on the job, as provided above, or from hiring a new qualified employee for the vacancy if there are no applicants during the period of posting or if none of the applicants has the ability to perform satisfactorily the work involved.

SECTION 6. Consolidation or Elimination of Jobs. Non-probationary employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailing or displacement of existing facilities, the development of new facilities or for any reason, shall be assigned to an equal or lower-rated job classification within the seniority principle set forth in Section 3 of this Article.

Or if no such job is available in the seniority unit, he/she shall be offered such other job with the City consistent with other provisions of this contract for which he/she may be qualified.

SECTION 7. Layoff and Recall Procedure.

- (A) Whenever a reduction in the bargaining unit work force becomes necessary, lay-offs shall be made on the basis of seniority as defined in Section 1 hereof. Lay-offs shall be made by job classification.
- (B) No regular employee shall be laid off from any classification while there are probationary or part-time employees working in the department.
- (C) In the event an employee becomes subject to lay-off in his classification within his department, and is qualified to perform duties in a lower classification within any department, he shall be permitted to take a position in the next lower classification at that classification's rate of pay, and any employees in such lower classification subjected to lay-off by virtue of the provisions of this Section, shall be laid off in accordance with the provisions of Section 1 hereof.
- (D) The names of regular employees who have been laid off shall be placed on layoff list, and shall be eligible for re-employment for a period of two (2) years, and City Shall rehire in the reverse order of lay-off.
- (E) Where an employee has accepted a position in a lower classification by virtue of a reduction in work force, he shall be recalled to his former classification whenever a job becomes available in reverse order of reduction, regardless of the length of time that has expired between the acceptance of the lower

classification and the availability of a job in his former, higher classification.

- (F) In the event a bargaining unit employee is removed from his classified position as a result of the implementation of the lay-off provisions of this Article, those employees whose jobs have been eliminated and who are entitled to exercise their bumping rights within their classification according to their employees in the laid off positions shall select in the same order.

It is additionally expressly understood and agreed to by the parties that utilization of the foregoing procedure is preconditioned on the fact that the employees exercising their bumping rights in the lay-off have rejected the option to fill vacant positions at the same or a lower rate of pay.

SECTION 8. Temporary Transfers. For the efficient and economical operation of the City, the City may transfer any employee temporarily from any classification to any other job classification to fill a temporary opening. Temporary transfers shall not exceed a period often (10) working days in any calendar month. Where such a temporary transfer is between departments, the qualified employee with the least seniority shall fill the opening and shall not lose his/her seniority in the department from which he is transferred and shall continue to accumulate seniority in that department. Qualifications to be determined by the City.

SECTION 9. Non-Application of Seniority Rights Within Classifications Seniority does not give employees any unreasonable preference for particular types of work within their job classifications or to places of work, machines, or equipment, which hinders the economical and efficient operations of the City.

SECTION 10. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) Quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is absent from work on written unpaid authorized leave for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority will accumulate during such absence; or

- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after termination of an authorized leave of absence. Service broken under this Section may be re-established if the employee can show that extraordinary circumstances prevented his/her timely return.

If an employee is discharged or suspended, the Union shall have the right to take up the suspension and/or discharged as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

SECTION 11. Seniority List. Once each six (6) months the City will furnish the Union with an up-to-date seniority list.

## ARTICLE XV

### Discharge and Discipline

SECTION 1. Discipline Action. The following conduct may serve as grounds for the disciplinary action assigned to each violation. In no event may the disciplinary action be greater than that provided for the violation.

#### MINOR VIOLATIONS

For the following violations, the assigned disciplinary action for the numbered offense shall be:

First Violation:	<del>Verbal Consultation</del> <b>Counseling Statement</b>
Second Violation:	Written Reprimand
Third Violation:	One (1) Work Day Suspension
Fourth Violation:	Three (3) Work Day Suspension
Fifth Violation:	Five (5) Work Day Suspension
Sixth Violation:	Discharge

1. Engaging in horseplay, running, scuffling, or throwing objects during working hours.
2. Failure to observe parking and traffic regulations on City property or while operating a City vehicle.

**A Counseling statement shall be a corrective action and not a disciplinary action. Counseling statement shall be in writing with a copy given to the employee and a copy kept in the employee's record. An employee may request that any Counseling statement be removed form his personal records after twelve (12) months.**

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#### INTERMEDIATE VIOLATIONS

For the following violations, the assigned disciplinary action for the numbered offense shall be:

First Violation:	<del>Verbal Reprimand</del> <b>Counseling statement</b>
Second Violation:	Written Reprimand
Third Violation:	Three (3) Day Work Suspension
Fourth Violation:	Five (5) Day Work Suspension
Fifth Violation:	Discharge

1. Failure to perform job in a satisfactory manner.
2. Failure to report absenteeism to Supervisor twenty (20) minutes prior to start of regular work shift absent justifiable cause.
3. Failure to follow City job instructions, verbal or written.

4. Vending, soliciting or collecting contributions for any purpose on City premises at any work location unless authorized by the Mayor or City Administrator.
5. Distributing written or printed matter of any description during working hours unless authorized by the Mayor or City Administrator.
6. Posting, altering, or removing any matter on bulletin boards on City property unless specifically authorized.
7. Failure to punch out when leaving work at regular quitting time.
8. Causing minor damage to material or equipment due to carelessness or negligence.
9. Reporting late for work absent justifiable cause.

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#### MAJOR VIOLATIONS

For the following violations, the assigned disciplinary action for the numbered offense shall be:

First Violation:	One (1) Work Day Suspension
Second Violation:	Three (3) Work Day Suspension
Third Violation:	Five (5) Work Day Suspension
Fourth Violation:	Discharge

1. Failure to report to work absent justifiable cause.
2. Leaving work area during working hours without permission, except in cases of emergency.
3. Violating a posted or published safety rule or safety practice of serious nature.
4. Smoking in restricted posted area or where smoking would create a hazard.
5. Sleeping on the job during working hours.
6. Causing any damage to public and/or private property, material or equipment exceeding the amount of **\$4,000.00**.

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#### DISCHARGE VIOLATIONS

1. Gross Insubordination.

2. Provoking or instigating fighting during working hours or at any work location.
3. Falsifying City Records.
4. Knowingly punching another employee's time card; having one's time card punched by another.
5. Possessing firearms, or dangerous weapons on City Property.
6. Theft of any City, Government or employee property.
7. Reporting for work under the influence of drugs unless authorized by a physician For using drugs on City time.
8. Reporting for work under the influence of alcohol. The city shall have the right to require an employee to submit to a recognized alcoholic testing method. As used herein under the influence of alcohol means the employee has ten one-hundredths of 1% or more by weight of alcohol in his body fluid as shown by a recognized method of alcohol testing.
9. Drinking any alcoholic beverage while on City time.
10. Immoral conduct or indecency.
11. Threatening, intimidating, coercing or interfering with fellow employees during working hours.
12. Gambling on City premises.
13. Offensive conduct toward the public.

Any disciplinary action taken by the City against an employee in accordance with the provisions of this section shall be subject to the grievance procedure.

SECTION 2. Assigned Discipline. The Assigned discipline for each of the above and foregoing infractions is based on a progressive system for the same office and the prescribed penalties after the first offense cannot be imposed until the immediately preceding penalty for such offense has been imposed. The prescribed penalties as enumerated above may in no event be increased beyond the penalty assigned for each offense. Any disciplinary action taken hereunder shall be deferred until after the employee has exhausted his remedies under the grievance procedure.

After two (2) years from date of issue an employee may request any and all written reprimands, suspensions and commendations shall be removed from the employee's personnel file and shall not be considered or used against the employee for any reason nor referred to directly or indirectly in any Personnel file correspondence, documents or material. The employee will be furnished with the originals of the removed written reprimands or suspensions and no copies thereof shall be maintained in the personnel file.

**ARTICLE XVI**

**Insurance**

~~Section 1: That the City shall maintain in force and effect health insurance coverage as set forth in Exhibit A attached hereto and specifically incorporated by reference herein.~~

Section 21: That the City shall maintain in force and effect vision care.

	<b>EMPLOYEE CONTRIBUTION</b>	<b>CITY CONTRIBUTION</b>
<b>Single</b>	<b>0</b>	<b>\$6.00</b>
<b>Family</b>	<b>\$6.00</b>	<b>\$8.50</b>

Section 32: That the City shall maintain in force and effect dental care.

	<b>EMPLOYEE CONTRIBUTION</b>	<b>CITY CONTRIBUTION</b>
<b>Single</b>	<b>0</b>	<b>\$13.00</b>
<b>Family</b>	<b>\$11.50</b>	<b>\$19.00</b>

Section 43: That the City shall pay the cost for employee coverage for health, dental, vision and prescription card coverages and in addition thereto shall pay the full cost of prescription card for the employee and provide the employee with life insurance benefits of **\$25,000.00**, with **\$50,000.00** for accidental death and dismemberment.

Section 54: The City of South Sioux City shall provide **health insurance as follows:**

	<b>IN NETWORK</b>	<b>OUT OF NETWORK</b>
<b>Calendar Year Deductibles:</b>		
<b>Single</b>	<b>\$300.00</b>	<b>\$600.00</b>
<b>Family / 2 / 4 Party</b>	<b>\$600.00</b>	<b>\$1,200.00</b>
<b>Out of Pocket Maximums:</b>		
<b>Single</b>	<b>\$750.00</b>	<b>\$1,500.00</b>
<b>Family / 2 / 4 Party</b>	<b>\$1,500.00</b>	<b>\$3,000.00</b>
<b>Coinsurance:</b>		
	<b>90/10</b>	<b>70/30</b>
<b>Co-Pays:</b>		
<b>Emergency room*</b>	<b>\$75.00</b>	<b>\$100.00</b>
<b>Urgent Care</b>	<b>\$20.00</b>	
<b>Office visits; doctor, specialists and chiropractors</b>	<b>\$20.00</b>	

**\*If admitted to the hospital the emergency co-pay will be waived**

<b>Prescriptions:</b>	
<b>Generic</b>	<b>\$10.00</b>
<b>Formulary</b>	<b>\$20.00</b>
<b>Non-Formulary</b>	<b>\$40.00</b>
<b>Over the counter</b>	<b>\$5.00</b>

List of over the counter drugs covered would fluctuate.  
 Mail order prescriptions will be two times co-pay for three (3) month supply.

**Life Time Maximum Benefit: \$2,000,000.00**

**Employee Monthly Health Care Contributions:**

<b>Single</b>	<b>No contribution, zero cost to employee</b>	
<b>Family / 2 / 4 Party</b>	<b>Dec 1, 2005 – Dec 31, 2006</b>	<b>\$170.24</b>
	<b>Jan 1, 2007 – Dec 31, 2007</b>	<b>\$180.45</b>
	<b>Jan 1, 2008 – Dec 31, 2008</b>	<b>\$191.28</b>

**Retirement/Pensions:**

The City and the Employee pay 3% each into a retirement plan. An employee who elects to raise their contribution above the 3%, the City will match it at one-half the employee's contribution rate.

The maximum above the 3% are as follows: **Employee 5%, City 4%**

The minimum above the 3% are as follows: **Employee 4%, City 3.5%**

For the term of the contract

Section 65: The City shall provide the Union with quarterly accounting of all costs and expenditures relative to the dental and vision coverage with adjustments to be made every January for the upcoming year.

Section 76: In the event an employee elects not to receive City paid health insurance coverage, and provides evidence of coverage with the alternate carrier, he shall be entitled to receive as additional compensation ½ of the City's cost of such coverage for the employee only.

Section 87: A copy of the insurance policy will be provided to all union employees.

## **ARTICLE XVII**

### **General Provisions**

SECTION 1. No Discrimination. The City and the Union agree not to discriminate against any employee on the basis of race, creed, color, sex, age, handicap or national origin.

SECTION 2. Union Activity. The City and the Union agree not to interfere with the right of employees to become or not 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 Union agrees that its members will not solicit membership or otherwise carry on Union activities during working hours.

SECTION 3. Union Bulletin Boards. The City will make available four (4) bulletin boards for the posting of official union notices. The Union will limit the posting of Union notices to said bulletin board. The bulletin boards shall be located in City Hall Break Room, 26th Street Offices, and 26th Street Maintenance Building, and Water Building north of 26<sup>th</sup> Street Offices.

## ARTICLE XVIII

### Wages

With respect to the implementation of the above pay plan, all current employees shall be placed on that step of the pay plan which represents the time worked in such classification giving all time prior to the adoption of the pay plan credited.

#### PROMOTIONS/DEMOTIONS

With respect to promotion, the promoted employee shall be placed at that step of the pay plan the classification to which he is promoted which provides the nearest approximation to a five percent (5%) pay increase.

With respect to demotion, the demoted employee shall be placed at that step of the pay plan the classification to which he is demoted which provides the nearest approximation to a five percent (5%) pay decrease.

The attached wage schedules shall apply:

- (1) Exhibit A - From OCTOBER 1, 2005 TO SEPTEMBER 30, 2006; **2 ½ % increase**
- (2) Exhibit B - From OCTOBER 1, 2006 TO SEPTEMBER 30, 2007; **2 ½ % increase**
- (3) Exhibit C – From OCTOBER 1, 2007 TO SEPTEMBER 30, 2008; **3 % increase**

**Upon the ratification of the contract, all wages will be retroactive back to October 1<sup>st</sup>, 2005.**

## **ARTICLE XIX**

### **Miscellaneous**

Employees of the City of South Sioux City shall be allowed to run for public office (non-City) provided there is no conflict of interest and it does not detract from the employees work hours or performance.

Work boots/shoes, if required by the City, the employee may charge these to the City and provide for payroll deduction to pay the supplier. Such payments shall not exceed one year and be a minimum of \$10.00 monthly.

**The City, on a yearly basis, will reimburse the employee \$100.00 for required uniform shirts and required footwear. The employee must have the required number of uniform shirts before utilizing the reimbursement towards the required footwear.**

## **ARTICLE XX**

### **Drug Testing**

Drug testing will be required of all new full time employees and prior to acceptance of a promotion or job transfer.

In addition, all employees shall be subject to random drug testing similar to that given to persons having a commercial drivers license.

## **ARTICLE XXI**

### **Savings**

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

## **ARTICLE XXII**

### **Entire Agreement**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in the Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXIII**

**Term of Agreement**

SECTION 1. This Agreement shall be in full force and effect from October 1, 2005 to and including September 30, 2008, and shall automatically be renewed from year to year thereafter, unless written notice of desire to terminate, modify or amend this Agreement is served by either party on the other at least sixty (60) days prior to the expiration date of this Agreement or the expiration date in any year subsequent thereto.

IN WITNESS WHEREOF, the parties hereto have set their respective signatures this \_\_\_\_ Day of October, 2005.

**CITY OF SOUTH SIOUX CITY,  
NEBRASKA**

**LOCAL #251  
AMERICAN FEDERATION OF STATE COUNTY  
AND MUNICIPAL EMPLOYEES AFL-CIO**

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
UNION REPRESENTATIVE

BY: \_\_\_\_\_  
CITY CLERK