



Contract between the City of Fremont, Nebraska

And

**American Federation of State, County and Municipal Employees AFL/CIO,
Local 251**

FOR THE PERIOD

OCTOBER 1, 2017 to SEPTEMBER 30, 2021

PREAMBLE

This agreement, by and between the City of Fremont, Nebraska, hereinafter referred to as the City, and the American Federation of State, County and Municipal Employees, AFL/CIO Local 251 hereinafter referred to as the Union, is designed to promote harmony between the City and its employees concerning wages, benefits and conditions of employment and to be working agreement between the City and the Union with respect thereto.

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Preamble

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ARTICLE 1

DEFINITIONS

City and the Union agree that in construction and interpretation of this Agreement, the following definitions shall control;

- A. **City** shall mean the City of Fremont, Nebraska
- B. **Union** shall mean American Federation of State, County and Municipal Employees Local 251
- C. **Department** shall mean any department of the City of Fremont, Nebraska in which are employed persons represented by the bargaining unit.
- D. **Employee** shall mean any regular, full-time and three-quarter time (non-probationary) employee as listed in Article 2 who is a member of this bargaining unit. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees.
- E. **Department Head** shall mean the duly appointed and acting director of any department of the City of Fremont, Nebraska, as herein defined.
- F. **Human Resources Director** shall mean the Human Resources Director for the City of Fremont, Nebraska, as herein defined.
- G. **City Administrator** shall mean the duly appointed City Administrator for the City of Fremont, Nebraska, as herein defined.
- H. **Work Week** is hereby defined to mean forty (40) hours of work which shall consist of five eight-hour days or four ten-hour shifts with either two or three consecutive days off respectively.
- I. **Work Day** is hereby defined as the consecutive eight-hour, exclusive of lunch breaks, or ten-hour, exclusive of lunch breaks, period of time that the employee is on duty and performing his job assignments.
- J. **Pay Week** is hereby defined for purposes of this Agreement and the Fair Labor Standards Act as beginning on Sunday and end on Saturday.
- ~~K.~~ **Job Description** shall mean the "classification specification" and as written and on file with the Human Resources Director.
- L. **Seniority** is defined herein as an employee's continuous service within a job classification without a break or interruption. Classification seniority shall be earned separately for part-time and regular employees within a classification.

- M. **Probationary Status** Upon hire, all employees are considered to be probationary for a minimum term of six months. A probationary period may be extended by supervisors if needed to fully evaluate employees.
- N. **Anniversary Date** - Anniversary dates are used to compute benefits described in this Agreement.
- O. **Eligibility Date**- Eligibility date shall mean the date an employee completes their probation. This date is used to determine the date and employee is eligible to advance in the pay steps.

ARTICLE 2

UNION RECOGNITION (NEW)

The City recognizes the American Federation of State, County and Municipal Employees AFL/CIO Local 251 as the sole and exclusive collective bargaining representative for the pay classifications of full-time and three-quarter time non probationary employees as listed below;

Code Enforcement Assistant
Custodian
Engineering Associate
Engineering Associate II
Equipment Mechanic I
Equipment Operator
Heavy Equipment Mechanic
Librarian II
Librarian I
Library Assistant I
Library Assistant II
Library Assistant III
Maintenance Worker II
Maintenance Worker III
Office Associate
Sr. Office Associate
Transfer Station Cashier

ARTICLE 3

SAFETY

A. GENERAL The City is committed to providing safe working conditions for all of its employees. It is committed to providing the methods for discovering, correcting, and preventing safety and health hazards that could affect employees of the City.

Employees are expected to do their part by constantly thinking and acting safely and by obeying all safety rules and regulations. Never engage in horseplay on the job or on City property. Employees should report unsafe conditions to their immediate supervisor. Employees who ignore or disobey safety rules and regulations will be subject to disciplinary action.

Management will attempt to provide adequate safety equipment in the work place and provide safety training to all employees.

To fulfill the policy the City will:

1. Designate the safety manager to develop and administer the City's safety program in cooperation with various safety committees.
2. Recognize that despite every effort the City makes, the basic responsibility for employee safety and health rests with the individual. It is a condition of employment for all employees to conduct their work in a safe manner.
3. Recognize that it is the responsibility of management to furnish employees with proper training to do the job safely and to furnish all required equipment in a safe and workable condition. Management shall take no formal personnel action against an employee refusing to use unsafe equipment or work in an unsafe manner.

B. ACCIDENT Any accident or incident on the job, no matter how slight, is to be reported to the supervisor. The employee is also responsible for completing the official accident report forms immediately following the accident. Incidents which do not require medical treatment and/or involve a time loss must also be reported.

Any employee involved in an accident resulting in death, injury that requires medical attention, or results in property damage, may be subject to a drug and/or alcohol test pursuant to the Anti-Drug and Alcohol Policy.

If a physician's services are needed, the employee may choose a doctor who has treated them or their immediate family member before the injury happened.

ARTICLE 4

WORK SCHEDULES & ATTENDANCE

A. HOURS OF WORK The normal work day for City employees is from 8:00 a.m. to 4:30 p.m., Monday through Friday unless alternate hours are approved by the City Administrator. Most Street Department employees work 7:00 AM to 3:30 PM Monday through Friday. Employees may also be required to work additional hours as necessitated by job requirements subject to supervisory approval.

B. FAIR LABOR STANDARDS It is the City of Fremont's policy to conform with applicable federal and state employment standards and requirement. Generally, this applies to minimum wage schedules, overtime pay, and child labor.

C. INCLEMENT WEATHER In case of inclement weather, the Mayor and City Administrator will determine if City offices will be closed. Employees are expected to report to work unless a notice is broadcast on the radio or through other media outlets.

D. ATTENDANCE Employees are expected to work every work day unless excused for a valid reason. An employee who is absent for five consecutive work days without authorization will be regarded as having voluntarily resigned.

E. REST BREAKS All regular employees are entitled to two fifteen-minute breaks each day. Normally, the rest period will fall during the approximate middle of each one-half shift. Employees must work the entire one-half shift to be eligible for a rest period.

F. TARDINESS Employees are expected to be at work on time and are not to leave the job early. If an emergency is likely to cause tardiness of more than 15 minutes, the employee should phone his supervisor first. At his discretion, a supervisor may permit an employee to work late to make up for an excused instance of tardiness. Frequent violators will be subject to disciplinary action.

G. TIME CARDS Federal laws require that accurate records be kept of hours worked on all employees. Employees will record their actual hours of work through the use of a time card/time clock procedure or as described by management.

Employees shall not punch their time cards sooner than seven minutes before their normal working time begins nor later than seven minutes after their normal working time ends unless they are working authorized overtime. Employees shall not punch their time cards before their normal working time ends unless specifically authorized by their supervisor.

No employee shall punch any time card except his own nor shall he alter or falsify any time card. Violators will be subject to disciplinary action.

ARTICLE 5

WAGE & SALARY ADMINISTRATION

A. CLASSIFICATION AND PAY PLAN Varying pay grades have been set up for all classifications; each pay grade has been determined by the amount of responsibility, experience, skills, and knowledge required for each classification. Within each pay grade are eight steps. Employees shall be paid in accordance with the salary schedule reflected in Exhibit "A" attached. Management has the right to change pay grades during the term of this agreement when circumstances warrant such change with written notification to the union.

A new employee usually will start at the lowest step of a particular pay grade and then progress to higher steps as his job performance merits. It is the policy to regularly review and evaluate the performance of each employee.

The following is the schedule of eligibility for in-range advancement:

After original appointment the employee will be placed on a step on the pay plan. After completion of the probationary period they will advance one step. The date of that step will be their eligibility date and one year from that date the employee will be eligible to advance another step. They will be eligible each year thereafter until they reach the maximum of the pay plan.

B. PAY PERIOD Employees are paid biweekly with direct deposit. Funds will be wired to the employees account on Thursday, following the end of the biweekly period, except for holidays or in the event of computer equipment failure; with the pay record distributed to the employee on Wednesday following the end of the biweekly period.

Nonexempt employees, as defined by the Fair Labor Standards Act, are paid an hourly wage. Non-probationary full-time employees will be paid at the end of each pay period for regular time worked during that pay period.

C. ON CALL – CALL Back. When an employee is called to duty during off-duty time and such time does not merge with the employee's regularly scheduled shift, such employee shall be compensated for a minimum of two hours or the actual number of hours worked at the rate of time and one-half, whichever is greater.

An employee, required to be on-call Monday through Thursday, shall be compensated at one hour of the employee's regular pay rate per day. An employee required to be on-call Friday through Sunday will be compensated at two hours at the employee's regular rate of pay per day.

If an employee on-call cannot be located by phone or pager when needed or is not fit for duty, the employee will not be paid on-call pay for that day and will be subject to disciplinary action. All employees on-call are specifically required not to drink any alcoholic beverages while on such on-call and are required to comply with the Anti-Drug and Alcohol Policy.

D. OVERTIME All employees will be paid at the rate of one and one-half times the basic hourly rate for time worked in excess of 40 hours per week. Sick leave and comp time shall not count as hours worked in the computation of overtime.

All overtime must be authorized by the department head.

Overtime work shall be distributed on a fair and equitable basis by the City. Full-time employees shall be given first priority provided that the available work would generally fall in the classification assigned.

For purposes of computing overtime, the hour shall be divided into quarters and the employees shall be paid overtime rounded to the nearest quarter hour worked (seven minutes or less rounded down and over seven minutes rounded up). If an employee disobeys an order to work overtime, or fails to show up for overtime work when scheduled, the employee will be subject to disciplinary action.

In lieu of payment for overtime hours worked, an employee may select compensatory time. If hours worked are eligible for overtime pay, one and one-half hours of compensatory time shall accrue for each overtime hour worked. Compensatory time shall be earned at the same rate as overtime pay, as described in this Article. The maximum accumulation limit of compensatory time shall be one hundred (100) hours. Once the 100 hour limit is attained the employee will be paid overtime for overtime hours worked until such time as the accumulated compensatory time falls below the 100 hour limit. An employee may make a written request at any time during a contract year that a specified number of accumulated compensatory time hours be used. All accumulated compensatory time will be paid out in the second pay date in September.

An employee with accumulated compensatory time shall be able to request the use of such compensatory time, which request shall be permitted so that it can be used within a reasonable period if the use of compensatory time does not unduly disrupt the operations of the department. Any employee who has accrued compensatory time shall, upon termination of employment, be paid for such hours of unused compensatory time at the employee's final regular rate of pay.

E. OUT OF CLASS PAY - When an employee is temporarily assigned by a member of the management staff or shift supervisor to perform the entire function of a higher paid classification and is held fully responsible for that job for a period of at least five consecutive days, he shall receive the next highest step increase for all hours assigned, excluding the first five days of each occurrence. This provision will in no way be constructed to infringe upon management's right to assign or direct the work of its employees.

When an employee is temporarily assigned full responsibility for performing the functions of a higher paid classification and such relief responsibilities are included in the employee's job description, the employee shall receive a one-step increase, excluding the first 45 cumulative working days. This pay change must be initiated by the immediate supervisor.

Although an employee will normally perform work associated within his classification, he will be expected to perform any work he is qualified to do in connection with the operation of the City regardless of his classification.

ARTICLE 6

SENIORITY & PROMOTIONS

A. SENIORITY - The following shall not constitute a break or interruption of service and seniority shall continue to accumulate during the period(s) of time covered:

- Unpaid leaves of absence or City layoffs of less than 30 calendar days
- Absence due to injury or illness covered by the Nebraska Worker's Compensation Law not to exceed one year; and
- Military leave in accordance with applicable federal and state law.

Employees shall not accumulate seniority during periods of unpaid leaves of absence or layoff of 30 days or more. Upon the return of an employee from an unpaid leave of absence or layoff of 30 days or more, such employee shall receive credit for service prior to such leave or layoff.

New employees shall be added to the seniority list as of the date of their employment following satisfactory completion of their probationary period. Hence, the employee will accumulate seniority during the probationary period.

B. PROMOTIONS - Promotion shall be defined as the advancement of an employee from one position classification to another in a higher salary grade.

When the employer determines that a bargaining unit position vacancy exists, notices of said position shall be posted for a period of not less than 10 days at each City facility where bargaining unit employees are regularly employed. The notice shall describe the position, minimum qualifications, and final date that applications will be accepted.

Providing qualifications and work performance are not significantly different, promotions shall be made on the basis of the most senior application. Promoted employees shall serve a six month probationary period. An employee promoted to a position in a higher pay grade shall receive a promotional pay grade increase on the payroll date on which the promotion became effective.

When an opening occurs, the City retains the right to select qualified applicants from outside the organization to fill position openings when it is determined to be in the best interest of the City. Employees meeting the minimum job qualifications shall be considered.

ARTICLE 7

MISC. PROVISIONS

A. EMPLOYEE STATUS A regular part-time employee is one who has been employed to work at least 30 hours each week for at least 12 consecutive months per year and has been hired as a benefited part-time employee. A regular full-time employee is one who is scheduled to work 40 hours per week (except approved leaves) for 12 months per year.

B. Outside employment (holding a second job elsewhere) is subject to review by management. Such work shall not be unreasonably denied. It definitely will not be permitted if it conflicts with the full performance of the employee in his job with the City or with the best interests of the City.

C. EQUIPMENT No equipment shall be removed from City premises except strictly in the line of duty.

D. EYEGLASS REIMBURSEMENT All regular employees shall be reimbursed for eyeglass repair or replacement due to on-the-job damage. Reimbursement is included in employee's paycheck.

E. CDL (COMMERCIAL DRIVER'S LICENSE) The City shall determine by classification the Employees who are required by statute to have a valid CDL for vehicles over 26,000 #GVW:

The employee will be reimbursed for the difference in fees between a regular driver's license and CDL. Additional classifications and/or individuals may be authorized by management to receive the stated reimbursement for the CDL fee.

F. SAFETY BOOTS/ SAFETY GLASSES— When required by their Department Director, employees who are in the classifications listed below who have received a boot allowance shall wear "safety boots" that are in accordance with 29 C.F.R. 1910.136. Not wearing required safety boots may be the basis for disciplinary action

An allowance of up to \$150 shall apply for this section for each employee who is affected. The employee may purchase "safety boots" from the vendor of their choice. After the purchase the employee must submit the receipt for the boot purchase to the Human Resources Director for processing however, no reimbursement will be made which is greater than the \$150 allowance. The employee may purchase "safety boots" which cost in excess of the \$150, but the employee shall be responsible for payment of any amount over the allowance. Each employee will be eligible for replacement once every year, as may be determined by the Human Resources Director.

Employees who work in positions requiring eye protection will be eligible for reimbursement of prescription safety glasses up to \$75 once every two years.

Eligible Classifications include:

Heavy Equipment Mechanic
Equipment Mechanic
Equipment Operator
Maintenance Worker II
Maintenance Worker III
Engineering Associate I

ARTICLE 8
VACATION LEAVE

- A. VACATION LEAVE** Regular full-time employees are entitled to a paid vacation on the following basis. Those working between 30 and 39 hours per week receive three-quarter benefits.
1. Vacation time will accrue at the rate of 3.08 hours for each full pay period worked. After completion of the probationary period, employees are eligible to take accrued time.
 2. After one year of continuous service, employees will have earned 80 hours of vacation leave.
 3. After five (5) years of continuous service, employees will begin accruing 4.62 hours bi-weekly for each full pay period worked. Employees will earn 120 hours of vacation leave per year.
 4. After fourteen (14) years of continuous service, employees will begin accruing at a rate of 6.16 hours bi-weekly for each full pay period worked. Employees will earn 160 hours of vacation leave per year.
 5. Employees may take vacation leave in weekly, daily, or hourly increments when approved by the employee's supervisor or department head.
 6. Accrual of vacation hours will be calculated on a bi-weekly basis and will be reflected on the pay sheets. Vacation accumulation shall be limited to 240 hours. Employees shall not accumulate additional hours until the vacation total falls below 240 hours.
 7. If a paid holiday occurs during a vacation leave, the day shall not be counted as a day of vacation.
 8. Employees requesting vacation leave are required to receive written or verbal approval prior to taking the vacation leave. Employees are required to fill out and sign a leave request form provided by the City for this purpose.

ARTICLE 9

HOLIDAY PROVISIONS

A. HOLIDAY LEAVE

The following holidays shall be recognized holidays for the City. Those working between 30 and 39 hours per week receive three-quarter benefits.

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|---|---------------------------------|
| New Year's Day -- January 1 | Day after Thanksgiving - Friday |
| Memorial Day -- Last Monday in May | Christmas Eve |
| Independence Day -- July 4 | Christmas Day -- December 25 |
| Labor Day -- First Monday in September | Floating Holiday |
| Veterans Day -- November 11 | Floating Holiday |
| Thanksgiving Day -- Fourth Thursday in November | |

Floating Holidays will be granted the first full pay period of the fiscal year and must be used by the last full pay period of the fiscal year. Employees will not be paid for unused Floating Holidays

1. If a holiday occurs on a Saturday or a Sunday, there will be a paid day off on the preceding Friday or the following Monday, respectively.
2. If one of these holidays occurs during an employee's scheduled vacation, the employee will take off an extra day of vacation with pay.
3. Employees shall be eligible for the holiday pay if they are on the active payroll on the date of the holiday, and if they work or are on an approved absence their last scheduled workday, before the first scheduled work day after the holiday.
4. Eligible employees shall receive as holiday pay their normal daily rate of pay at straight time, not to exceed a total of eight (8) hours for any one holiday.

Holiday Pay - Should a situation arise where an employee is required to work on a scheduled holiday, the employee will receive time off on a straight time basis. Work on a recognized holiday will be compensated at a time and one-half time rate.

ARTICLE 10

Workers Compensation

WORKER'S COMPENSATION The City shall strive to reduce any worker's compensation claims by eliminating safety and health risks. The status of an employee shall not be affected by the filing of a workers' compensation claim. Employees are entitled to benefits under the Nebraska Workers' Compensation Law when accidentally injured in the performance of duty. The law provides for payment of medical and hospital expenses and fixes the amount and the term of payments to the employee while disabled on account of such injury. When a physician's services are needed, the injured employee may go to a licensed physician of his choice if he had selected one pursuant to state law.

If an employee is unable to work due to injury arising out of or in the course of job performance, the employee is eligible for Worker's Compensation benefits. Full-time regular employees may receive up to 240 hours paid injury leave per year, with the approval of the Human Resources Department and General Manager.

Injury leave for a Worker's Compensation claim may be used for doctor appointments directly related to the injury for 12 months following the accident. It will be the employee's responsibility to identify the leave as such on the Leave Request form. Injury leave shall not exceed 240 hours per calendar year.

Receipt of injury leave will be granted upon surrender of Workers' Compensation benefits for the period for which the leave is requested. Injury leave shall in no event result in an employee earning more than 100% of normal salary, calculated on the basis of a 40 hour work week. The injury leave will be used only for injuries incurred while on the job and for the calendar year in which the injury occurred. Regular part-time employees shall receive injury leave on a pro rata basis. If injury leave is exhausted before the employee returns to work, the employee may elect to receive the difference between Worker's Compensation benefits and regular salary or wage, providing the employee has earned leave credit. If the employee does not have sufficient vacation or sick leave, or elects not to use such leave to supplement workers' compensation pay, he will only receive the workers' compensation payment. If such option is chosen it will adversely affect all leave accruals, health insurance, and long term disability.

The law also provides for payments to dependents in case of death of the employee resulting from an accident in the performance of duty.

No employee will be permitted to utilize this article for the same injury more than once. However a physician verified aggravation of a preexisting injury for which injury leave had been received in the past shall not be barred from coverage.

ARTICLE 11

SICK LEAVE

A. SICK LEAVE ACCRUAL AND USE Regular full-time employees will be credited with 3.70 hour bi-weekly for each full pay period worked. Sick Leave will be accrued up to a 1200 hour maximum.

Regular part-time-employees will qualify for sick leave on a pro rata basis.

No employee will be allowed to participate in the Catastrophic Illness bank after October 1, 2017. Employee sick leave balances of up to 120 hours that were previously donated to the bank and not used will be transferred back to the employees sick leave balance on or about October 30, 2017 based on balances in effect on October 1, 2017 up to but not exceeding the 1200 hour limit. All remaining hours in the catastrophic illness bank will be deleted. If an employee is disabled and receiving benefits under the bank on October 1, 2017 they will continue to receive benefits under the bank until they are able to return to work.

Management reserves the right to determine eligibility for such sick leave in cases of dispute. Requests for sick leave should be made in advance when possible and as soon as possible in any event. If any employee abuses sick leave privileges by falsification or misrepresentation, he shall be subject to disciplinary action and to reduction or elimination of such sick leave. The employee shall restore to the City the amount paid to such employee during his absence. The department head or authorized representative may investigate any sick leave taken by any employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.

B. SICK LEAVE CONVERSION Eligible employees can convert unused sick leave to pay upon voluntary termination. The rate of reimbursement will be 50% with a 480-hour cap. To be eligible, the employee must meet one of the following conditions: have 20 years of continuous service; meet the requirements for retirement or death of employee.

C. SICK LEAVE - PROOF OF ILLNESS Physician's certificates must be turned in within one week after return to work if employee is off work over three days; otherwise time involved will be considered a payroll deduction. Sick leave benefits will terminate if and when disability pension payments begin. Any abuse will be subject to disciplinary action.

A physician's certificate is defined as a statement signed by the attending physician or other proof of illness satisfactory to the Human Resource Director. Administration may require this statement or proof for an absence chargeable to sick leave when abuse is reasonably suspected or the employee has received prior notice that such verification is necessary.

D. SICK LEAVE - FAMILY In addition to sick leave for employee illness or injury, sick leave may be used for necessary time off for those cases of serious illness or injury of relatives of the employee. Relatives are limited to spouse, parent, parent-in-law, child or step-child of the employee.

Physician's certificates are required for family sick leave benefits if the employee is off work more than one work day per incident.

Family sick leave not requiring a physician's certificate will not be credited towards the sick leave accumulation on which sick leave benefits for the following year are based.

There shall be an annual limit of 240 hours per calendar year for sick leave for relatives subject to the employee having that much sick leave available. If the use of family sick leave is not applicable, vacation or comp leave may be used, if desired.

Employees requesting sick leave for any reason will be required to complete and sign a sick leave form to be furnished by the City for such purpose.

ARTICLE 12

OTHER LEAVE PROVISIONS

A. SPECIAL LEAVE Regular employees will receive necessary time off for jury duty or mandatory court service. An employee on such special leave will receive that portion of his regular salary as will equal the loss he may suffer while on such leave. The loss will be computed by subtracting court service pay from the employee's regular base salary.

An employee called to jury duty shall take such time as necessary to comply with the wishes of the court. The department head should be given 48 hour notice of the impending absence and also "proof of attendance" from the court on the employee's return.

B. FUNERAL LEAVE Employees may use up to three (3) days of special leave with pay to attend the funeral and take care of personal matters related to the death of a member of the employee's immediate family. This includes a spouse, parent, step-parent, spouse's parent or step-parent, child, step-child, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, grandparent, spouse's grandparent, grandchild, son-in-law or daughter-in-law. Up to two additional days of special leave may be used for funeral leave with the approval of the supervisor and City Administrator, in the event of the death of a spouse or child or if the employee is designated as executor of the estate.

With approval of the supervisor, an employee may take off up to four (4) hours with pay to attend the funeral of another employee (Co-worker) or serve as a pallbearer.

C. MILITARY LEAVE In accordance with State Statutes, regular full-time employees who are members of the National Guard or Military Reserves will receive time off with pay for up to 120 hours in any one calendar year while under the orders or authorization of competent authority in the active service of the State or of the United States. Active service beyond the 120 hours will be considered a leave of absence without pay. When the Governor of Nebraska or the President of United States declares that a state of emergency exists and a regular employee who is in the National Guard or Military Reserves is ordered to active service of the State, an additional special leave will be granted until such employee is released from such active service by competent authority. An employee on such special leave will receive that portion of his monthly salary as will equal the loss he may suffer while on such special leave. Such loss will be computed by multiplying the number of normal work days missed during the special leave times the daily compensation he receives from the military.

Regular employees who join the U.S. Armed Forces or the National Guard for regular active duty status are entitled to a leave of absence with pay for the first 120 hours and to a leave of absence without pay thereafter. Such pay for the first 120 hours shall not be construed as being in addition to pay provided in the preceding paragraph. Unless the active service beyond four years was involuntary, such leave of absence shall be for the period of active service not to exceed four years. When such employee is separated from active service under honorable conditions or upon his discharge from hospitalization incident to such service, he is entitled to return with no loss of seniority to his former position if he still is qualified to perform those duties and if he makes application with 30 days after his release.

Employees are eligible for military leave during their probationary period.

ARTICLE 13

INSURANCE

A. LIFE INSURANCE

Each regular full-time employee is offered participation in a group life insurance program. Accidental death and dismemberment also is included in the coverage.

The amount of coverage on each employee hired after July 31, 1990 will be equivalent to annual salary rounded to the next higher thousand dollars. For employees hired prior to August 1, 1990 the coverage is twice the annual salary rounded to the next higher thousand, not to exceed \$140,000. Coverage for dependents of an employee are available at \$1,000 for a spouse and \$500 for each child at least 14 days of age but under 19 years of age. Benefit reductions occur starting at age 65.

B. HEALTH AND DENTAL INSURANCE

Each regular full-time employee is eligible for medical/dental insurance coverage for the employee and his family. The cost of medical and dental insurance is shared between the employer and employee. Coverage starts on the day he/she begins work as a regular full-time employee. The employee must complete and return the enrollment form within thirty (30) days of the first day of work. Open enrollment to the health insurance program is during the month of August.

Effective 10-1-2017, if two eligible persons in the same employer group are married to each other, each person and/or their Eligible Dependents may not enroll under more than one membership unit. Also, if two eligible persons have a parent/child relationship and both are employed by the same employer group, the parent and child may elect to enroll either as two employees, or the parent may enroll as an employee with dependent coverage.

Premiums. Effective October 1, 2017 the medical and dental premium will be split with the employer paying 91 % / employee paying 9% for single coverage and employer paying 84% / employee paying 16.0% for family coverage. Effective October 1, 2019 the family split will change to 16.7 percent for the employee and 83.3 percent for the employer.

Prescriptions. The prescription drug co-pay will be \$15 per generic prescription and \$40 per name brand prescription and \$60 for formulary prescriptions. Through the prescription mail order program, the participant will receive three months of prescription medications for the cost of two months.

Deductibles. Effective 1-1-2018, the medical deductible inside the PPO network will be \$ 500 per person, with a maximum deductible of \$ 1000 per family. The medical deductible outside the PPO network will be \$900 per person, with a maximum deductible of \$1750 per family.

Effective 1-1-2020 the medical deductible inside the PPO network will be \$575 per person and \$1150 per family. The medical deductible outside the PPO network will be \$1000 per person and \$2000 per family.

The standard deductible for dental services for coverages designated as B & C will be \$70 per person and \$100 for family.

Office Co-Pay. The office co-pay will be \$30 per visit with a \$300 maximum benefit per visit.

Stop Loss. The stop loss is \$ 2,150 for single and \$ 4,450 for family coverage.

The City provides summaries explaining the health and dental programs in detail. Changes in family status (impacting dependent insurance coverage) must be reported in writing to the Human

Resources Department within thirty (30) days of such change.

Health Insurance upon separation of employment. Employees who are covered by the City's insurance who leave employment may be eligible to participate in the health insurance plan for up to eighteen (18) months if they meet certain conditions prescribed by COBRA. Dependents may be on the plan for up to thirty-six (36) months provided certain conditions are met. Employees and/or dependents are responsible for paying the premium costs for the insurance coverage.

The City provides separate medical and dental booklets explaining the programs in detail. Changes in family status (impacting dependent insurance coverage) must be reported in writing to the Human Resources Department within thirty (30) days of such change. Failure to notify the Human Resources Department within thirty (30) days will result in exclusion of pre-existing conditions for medical coverage and medical underwriting.

A pretax contribution plan will be maintained as long as it is approved by the IRS. The lifetime benefit maximum is unlimited.

Health Insurance for Early Retirement.

Effective October 1, 2017 the City will no longer offer retiree health insurance other than the benefits required under COBRA.

C SHORT-TERM DISABILITY

Effective October 1, 2017, the City will develop a short-term disability plan. All full-time employees will be eligible upon hire to participate in the plan. Key components will include:

- A. After 14 consecutive calendar days of illness or injury, an employee may, at their discretion, submit application for disability benefits to an outside company.
- B. The company will determine eligibility for benefits and will communicate the benefit eligibility to Payroll.
- C. Payroll will include the benefit on the employee's regular paycheck.
- D. Benefits will be paid at 100 percent of the employee's base payroll.
- E. The benefit will continue until the earliest of 150 calendar days from the date the absence began or the employee is released to return to work. Recurrent disabilities will follow the LTD plan elimination language.
- F. Employees must return to work if the City is able to accommodate short-term restrictions.
- G. Once the employee is off continuously for 150 days the employee will no longer receive Short-term disability benefits, having met the elimination period for Long-term Disability.

D. LONG TERM DISABILITY INSURANCE Disability insurance is available to all regular full-time employees after completion of the probationary period. No medical examination is required if application for the insurance is made within 31 days after eligibility. The insurance plan stops for an employee upon termination of employment.

The monthly disability benefit will be equal to sixty percent (60%) of basic monthly earnings in effect the August 1 prior to cessation of active employment because of disability. However, benefits will not be less than \$100 or more than \$ 6000 per month. Basic monthly earnings means monthly rate of pay exclusive of overtime, bonus, or other additional compensation.

Benefits begin after 150 days of total disability and are inclusive of benefits payable under Workers' Compensation or similar legislation, primary and secondary Social Security, other governmental or group disability plans, etc. Routine increases in Social Security benefits occurring after disability payments have started will not affect the monthly benefit under this insurance plan.

To be considered totally disabled, the employee must be unable to perform his occupation and receive no earnings for performing other work or service. If the disability continues for more than two years, "total disability" for the purpose of further payment of benefits, shall mean the inability to engage in any and every occupation for which he is reasonably suited by education, training, or experience. Rulings on disabilities will be made by the insurance company underwriting the plan.

A 150 day waiting period will apply to each period of disability during which no benefits for a disability will be payable under this plan. However, if there is a reoccurrence of total disability resulting from the same cause or causes as a previous disability for which benefits were payable, a new waiting period will not be required unless the periods of disability are separated by more than three months. Benefits are not payable for disability caused by war or while in military service, for loss caused by self-inflicted injuries, or for loss incurred while committing a felony.

ARTICLE 14

PENSION PLAN

A. PENSION PLAN - A pension program has been established in order to enhance an employee's retirement. After completion of the probationary period each regular full-time employee is required to participate in the established pension program. Regular part-time employees are not eligible for the pension program.

Contributions to the plan will be put into each employee's individual pension account. Regular full-time employees with less than seven consecutive years of service will contribute five percent (5%) of their gross pay to the pension plan and the City will match their contribution. For those regular full-time employees with seven (7) or more consecutive years of service with the City, the City will contribute six point five percent (6.5%), while the employee contributes five percent (5%).

Employee's vested account value is available to the employee's beneficiary in the event the employee dies before retirement.

Employees are eligible for normal retirement benefits at age 65. Early retirement may begin as early as age 55 or 20 years of service. Upon retirement, retirees have a number of options to consider regarding pension payments. Individuals should contact the City's Pension Plan representative several months prior to their retirement to discuss benefit options.

B. DEFERRED COMPENSATION: A deferred compensation program is available for voluntary employee contributions which are both tax-deferred and tax-deductible subject to IRS regulations. Regular full-time employees may participate in the deferred compensation program after completing the probationary period.

ARTICLE 15

EDUCATION PROVISIONS

A. EDUCATION The City will pay 80% of the cost of school or correspondence courses for a full-time employee, who has satisfied an initial probationary period, not to exceed \$2000 per fiscal year. After seven (7) years of service, the reimbursement would continue to be eighty (80%) of tuition, books, and fees not to exceed \$3500 per employee per fiscal year. Tuition reimbursement will apply only to education received from schools with the North Central Accreditation; subject matter is job related; the schooling has been funded by the City Council in the annual budget; and has been approved by the Department Head and City Administrator. The employee must receive a minimum grade of C in the course to receive financial assistance.

Education Reimbursement. In the event an employee chooses to terminate employment with the City, the following reimbursement schedule shall apply:

1. Within one year from the date of reimbursement, the employee shall reimburse the City 100% of such reimbursement.
2. Within two years from the date of reimbursement, the employee shall reimburse the City 50% of such reimbursement.
3. Within three years from the date of reimbursement, the employee shall reimburse the City 25% of such reimbursement.
4. After three years from the date of reimbursement, the employee shall not be responsible for reimbursing the City for such educational assistance.

In order to promote certification of eligible regular employees, the City will pay the periodic renewal fees, if the certificates are related to the job duties.

ARTICLE 16

DISCIPLINE

Disciplinary actions may be imposed on an employee for just cause. Any disciplinary actions except oral reprimands are subject to the grievance procedure. Reprimands shall be done in a reasonable and professional manner and not before other employees or the public. A written notice stating the reasons for the action shall be given to the employee and the union, if a bargaining unit employee is subject to suspension or dismissal.

The severity of the disciplinary measure will depend upon the type of infraction committed by the employee. Disciplinary measures may include oral reprimands, warnings, suspensions, demotions, and dismissals.

The following list includes some, though not all, of the reasons for disciplining an employee:

1. Incompetence or inefficiency;
2. Conduct unbecoming an employee of the City;
3. Accepting bribes in the course of work;
4. Conviction of a serious crime;
5. Negligent or willful damage or waste of public property;
6. Inexcusable absence without being granted leave;
7. Insubordination or violation of any official order or regulations;
8. Causing dissatisfaction among co-workers;
9. Engaging in acts in violation of any official order or regulation;
10. Use of alcoholic beverages, being intoxicated, or possession of illegal drugs on City premises or while on duty;
11. Engaging in acts of theft or sabotage;
12. Unauthorized use of City equipment or property;
13. Any act of sexual harassment;
14. Failure to observe safety and smoking rules;
15. Distribution of written or printed material on City property unless authorized by the City;
16. Failure to notify your immediate supervisor before you take sick leave or other leave time;
17. Excessive or inappropriate use of sick leave.

Disciplinary actions more than thirty-six (36) months old, which were made a part of the employee's personnel file or copies of disciplinary action forms, shall be removed after such period from the personnel file. The employee has the right to review his/her personnel file.

ARTICLE 17

GRIEVANCE PROCEDURE

A grievance procedure has been adopted by the City.

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 concerning the application, meaning or interpretation of this Agreement.

SECTION 2 For the purpose of this article all work rules, policies, procedures, and regulations shall be considered part of this Agreement except where in conflict with the terms thereof.

SECTION 3 Any grievance submitted under the provisions of this Article may be presented and processed individually by the employee, by the employee and the union, or by an attorney of the employee's choice. For the purposes of this Article the union representative shall be referred to as a Grievance Expediter.

SECTION 4 Any grievance, oral or written, shall designate the specific article(s) and section(s) of this Agreement or the specific rule(s), regulation(s), policy (ies), or procedure(s) upon which the grievance is based together with the reason therefore.

SECTION 5 The term "days" as used in this article shall mean work days.

SECTION 6 The following procedure shall be used in the submission of a grievance by an employee.

Step 1 The aggrieved employee shall first discuss the grievance with his immediate non-bargaining unit supervisor, or his designated representative, within fifteen (15) days from the date on which the employee becomes aware of such grievance. The non-bargaining unit supervisor shall attempt to adjust the matter and shall respond in writing to the party presenting the grievance within five (5) days from its presentation.

Step 2 If satisfactory settlement is not reached under Step 1, the grievance shall be reduced to writing and presented to the Department Head, or his designated representative, within five (5) days from the date any decision was made or the time the non-bargaining unit supervisor was given under Step 1 in which to adjust the grievance, whichever event occurs first. The Department Head shall respond in writing to the party presenting the grievance within five (5) days from its receipt. A copy of the response shall be provided to the Grievance Expediter.

Step 3 If satisfactory settlement is not reached under Step 2, the grievance shall be presented in written form with an outline of prior events to the City Administrator, or his designated representative, within five (5) days from the date of the written response provided in Step 2. The City Administrator shall respond in writing to the party presenting the grievance within five (5) days from its receipt. A copy of the response shall be provided to the Grievance Expediter.

Step 4 If satisfactory settlement is not reached under Step 3.

Mediation:

If the grievance involves a suspension or termination and the union is not satisfied with the Level Three response it will be referred to the Federal Mediation Center and Conciliation Service for mediation within fifteen (15) working days after the Level two disposition has been rendered.

The costs, if any, of the mediator will be equally split between the parties.

Step 5 Arbitration:

If the grievance remains unresolved at Level Three or Level Four (mediation) the Union shall have the right to refer the matter to arbitration. In the event the Union elects to do so, it must notify the Director of Human Resources of its decision in writing within fifteen (15) working days of denial of the grievance at Level Four or fifteen (15) working days after the close of mediation if the parties agree to refer the grievance to Level Four.

After the grievance has been referred to arbitration, the parties or their representatives shall jointly request that the FEDERAL MEDIATION AND CONCILIATION SERVICE provide a list of names of seven (7) arbitrators. The parties shall select an arbitrator from that list by such method as they may jointly select, or if they are unable to agree upon a method, then by the method of alternate striking of names under which the grieving party shall strike the first name objectionable to it, and the Employer shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator.

SECTION 7 Any time limitation provided herein may be waived or extended in writing by mutual agreement of the parties involved. Any grievance not processed within the time limitations provided shall constitute a withdrawal of the same. If the Department Head, City Administrator, fails to process a grievance within the time limits provided in this article, the grievance shall be solved based upon the employee's requested remedy.

ARTICLE 18

MANAGEMENT RIGHTS

In accordance with applicable laws and regulations, the City Council reserves the sole right to determine its own operating and management policies. These rights include and are not limited to the following rights:

1. Determine the qualifications for and selection of new employees.
2. Determine the qualifications for and selection of employees for transfer and/or promotion.
3. Determine the qualifications for and selection of supervisory and management employees.
4. Determine the number of employees it will have in its service at any time.
5. Prepare and make available job descriptions and establish and revise job classifications.
6. Make rules and regulations governing the operation of the City and the conduct of its employees. Such rules and regulations may be revised and modified from time to time as conditions may warrant.
7. Discharge or discipline employees for just cause.
8. Lay off employees because of lack of work or lack of funds.
9. Determine the number and arrangement of work shifts and starting and stopping time of each shift.
10. Introduce new or improved work methods or facilities or change existing work methods or facilities.
11. Contract out for goods and/or services.

The rights listed above are not all inclusive; and all rights, powers, and authority not specifically limited otherwise are retained solely by the City Council.

ARTICLE 19

TERMS & CONDITIONS OF EMPLOYMENT

All of the City's terms and conditions of employment and benefits currently enjoyed by the employee shall remain in effect for the term of this agreement unless it conflicts with the provisions of the negotiated wage settlement agreement.

ARTICLE 20

SAVINGS CLAUSE

Should any article, section, or portion thereof of this agreement be held in conflict with applicable State Statutes or held to be otherwise unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to attempt to negotiate a substitute for the individual article, section, or portion thereof.

ARTICLE 21

ANTI-DRUG AND ALCOHOL POLICY

All employees of the bargaining unit are subject to drug and alcohol testing policies and procedures and shall be subject to random testing as required under Department of Transportation regulations.

ARTICLE 22

NON-DISCRIMINATION

A. PROHIBITION OF DISCRIMINATION All provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin, political affiliation, union or non-union membership.

The City agrees to comply with all Federal and State statutes regarding discrimination and harassment.

B. A.D.A. COMPLIANCE In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the Americans with Disabilities Act, the Union hereby waives its right to object to the City's good faith efforts to comply with the Americans with Disabilities Act with respect to employees in the bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees in the bargaining unit with respect to accommodations, and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories of employees in the bargaining unit.

C. EQUAL EMPLOYMENT OPPORTUNITY In compliance with applicable federal and state laws, it is the policy of the City of Fremont to provide equal employment opportunity in all aspects of employment for all qualified persons, to prohibit discrimination because of race, religion, color, sex, age, national origin, or disability through a positive and continuous program.

All relations and decisions pertaining to employment, recruitment, training, upgrading, demotion, transfer, layoff, termination, and rates of pay will be executed without regard to race, religion, color, sex, age, disability or national origin and are the sole responsibility of Management.

Additionally, in accordance with federal law, no sexual harassment to or by employees on the job or relating to the job will be tolerated.

ARTICLE 23

DUES CHECK OFF

DUES CHECK OFF - The City agrees to deduct regular bi-weekly Union dues from the pay of each employee covered by this Agreement provided, that at the time of such deduction there is in the possession of the City a current written assignment, executed by the employee in the form and according to the terms of the authorization form. The City or any of its officers, agents or officials 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 above provided, it shall make the deduction for the employee's next pay period in which Union dues are normally deducted after written notification to the City by the Union. The Union further 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 union the provisions of this paragraph.

ARTICLE 24

WAGE AGREEMENT

This agreement shall remain in full force and effect from October 1, 2017 through September 30, 2021. Wages shall be increased 2.75% on October 1 of 2017, Wages shall be increased 2.5% on October 1, 2018, Wages shall be increased 2.5% on October 1, 2019 and Wages shall be increased 2.5% on October 1, 2020. Wages for each year shall be stated in Exhibit A. In addition to the across the board wage increase effective October 1, 2017 ranges shall be adjusted as agreed and included in Exhibit A.

In addition to the 2.75 percent increase on October 1, 2017, the custodian will receive an additional 2.5 percent comparability increase and the Code Enforcement Officer, Sr. Office Associates, and Office Associates will receive an additional 5 percent comparability increase.

ARTICLE 25

DURATION OF AGREEMENT

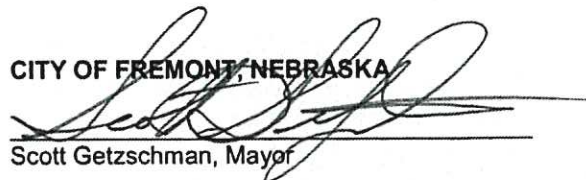
This agreement shall remain in full force and effect from October 1, 2017 through September 30, 2021.

As a result of negotiations and in consideration of this entire collective bargaining agreement, the Union, on behalf of all 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, health insurance and other fringe benefits during the time period between October 1, 2017 to September 30, 2021, and all other conditions of employment and fringe benefits except wages and health insurance through September 30, 2021.

In witness whereof, the parties hereto have executed this Agreement on this 19 day of ~~September~~, 2017.
October

TF

CITY OF FREMONT, NEBRASKA

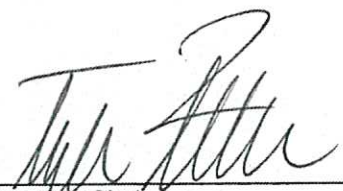


Scott Getzschman, Mayor

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
AFL/CIO, LOCAL 251



Paul Bick
AFSCME President

ATTEST: 

Tyler Ficken, City Clerk