

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**NEBRASKA PUBLIC EMPLOYEES
LOCAL 251**

AND

THE CITY OF NORTH PLATTE, NEBRASKA

OCTOBER 1ST, 2017- SEPTEMBER 30TH, 2019

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ARTICLE 1 - PREAMBLE

- 1.1 This Contract made and entered into this ____ of _____, 2017, at North Platte, Nebraska, pursuant to the provisions of Chapter 48, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the City of North Platte, Nebraska (herein after referred to as the City) and the Nebraska Public Employees, Local #251 of the American Federation of State, City and Municipal Employees (hereinafter referred to as the union), as representative of employees, except as modified by Article 2.2, employed by the City of North Platte.
- 1.2 The parties acknowledge that during the negotiations which resulted in this Contract, each had the 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the City and the Union, for the duration of this Contract, 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 Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.
- 1.3 The City agrees that prior to making any change in terms and conditions of employment which are mandatory subjects of bargaining and not otherwise covered by this Contract, to meet and bargain with the Union in an attempt to reach an agreement.
- 1.4 Newly established work rules, practices, agreements, or amendments thereto, shall be reduced to writing and furnished to the Union at least seven calendar days prior to the effective date of the rule. The City agrees to only establish or amend work rules, practices, and agreements in a reasonable manner. For purposes of this Article, work rules, practices, and agreements are defined as and limited to rules promulgated by the city within its discretion which regulate the job related conduct of employees. Work rules, practices, agreements or amendments thereto, shall not conflict with the terms of this Contract. Work rules, practices, agreements, or amendments thereto, shall be available, upon request to bargaining unit employees. Upon request specified work rules, practices, agreements, or wants thereto, will be provided to the union.
- 1.5 The City shall insure that all employees are equally treated with respect and dignity and are afforded the right of privacy when being counseled.

ARTICLE 2 - TERM OF CONTRACT

- 2.1 The term and conditions of this contract shall continue in full force and effect commencing on October 1st, 2017 and terminating on September 30, 2019, unless the parties mutually agree in writing to extend any or all of the terms of this contract. All wages will be retroactive upon commencement of the contract and all other provisions shall be effective upon signing.
- 2.2 Negotiations for a new contract may be initiated by either party no sooner than 120 days prior to the expiration of this contract.

ARTICLE 3 - DEFINITIONS

- 3.1 CITY. The City is North Platte. As used herein, reference to "City" shall also include "City of North Platte" as appropriate.
- 3.2 SUPERVISOR. A supervisor is herein defined as any employee having authority, in the interest of the City, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly 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 rarely routine or clerical nature but requires the use of independent judgment.
- 3.3 FOREMAN. A foreman is herein defined as a designated employee having authority to supervise and direct activities. The Foreman plans and coordinates the use of manpower, equipment and materials used in projects.
- 3.4 FULL-TIME EMPLOYEE. A full-time employee is herein defined as an employee who is regularly scheduled to work 40 hours or more per week on a year-round basis and after he/she has completed his/her probationary period.
- 3.5 TEMPORARY EMPLOYEE. A temporary employee is herein defined as an employee who is not a full-time employee or a regular part-time employee or a seasonal employee who works less than a year-round basis. Temporary employee shall also include any employee who is hired for a specific period of term of less than one (1) year to fill in for an employee on leave, regardless of how many hours they work. A temporary appointment to any bargaining unit position for over six (6) months is covered by this agreement. The six (6) months shall constitute the same as a probationary period, if the temporary appointment employee is not bumped by the former holder of the bargaining unit position.
- 3.6 DATE OF EMPLOYMENT. The date an employee begins his/her most recent full-time employment with the City, adjusted to exclude breaks in service such as suspensions and leaves of absence without pay (excluding periods of FMLA leave and certain specified terms of military leave) used to indicate the period during which employee benefits accrue. Used to establish annual dates by which performance evaluations are due. Used to continue to mark benefits accrual for transferred employees eligible for benefits before transfer.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 All Management rights, powers, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the City and remain exclusively within the rights of the City and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the City heretofore possessed and hereafter granted by virtue of law, regulations or resolutions. These rights, powers and authorities shall include, but not be limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment, not inconsistent with the specific term of this Agreement.
- 4.2 In addition to all powers, duties, and rights of the City established by constitutional provision, statute, ordinance, charter, or special act, the Unions recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the City, to-wit:
- (a) The right to manage the City's operations and to direct the working force;
 - (b) The right to hire employees;
 - (c) The right to maintain order and efficiency;
 - (d) The right to extend, maintain, curtail, or terminate operations of the City;
 - (e) The right to determine the size and location of the City's operations and to determine the type and amount of equipment to be used;
 - (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
 - (g) The right at any time to determine, create, modify, and terminate jobs, job vacancies, departments, job classifications, and job duties;
 - (h) The right to transfer, promote and demote employees;
 - (i) The right to discipline, suspend, and discharge employees;
 - (j) The right to lay off at any time;
 - (k) The right to enforce and require employees to observe rules and regulations set forth by the City;
 - (l) The right to determine when and whether a position or job classification is vacant and when it will be filled;
 - (m) The right to determine how many employees shall be in each classification and whether any employees shall be in any classification; and
 - (n) The right to determine the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.

ARTICLE 5 - RECOGNITION AND UNION SECURITY

- 5.1 The City recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Nebraska Commission of Industrial Relations (CIR) as set forth in Appendix A. The City will not during the life of this Agreement bargain with any group of employees or with any other employee organization with respect to term and conditions of employment covered by this Agreement which are considered to be mandatory subjects of collective bargaining.
- 5.2 The City and the Union agree that for purposes of administration, this Contract shall pertain to bargaining unit employees who occupy the position class titles set forth specifically in Appendix A, except for temporary employees and employees occupying positions identified as supervisory or confidential either as agreed upon by the City and the Union or as identified at any time by the Commission of Industrial Relations or court of proper jurisdiction.
- 5.3 In accordance with Section 48-837 of the Nebraska State Statutes, employees shall have the right to join and participate in, or to refrain from joining and participating in the Union. There shall be no interference, restraint or coercion by the City or the Union against any employee because of membership or non- membership in the Union, or for exercising their rights under this contract.
- 5.4 The City shall notify the union of newly created classes and classification changes. If the parties are unable to reach agreement as to the inclusion or exclusion of a new classification from the bargaining unit, they shall submit such classifications to the CIR for unit clarification.
- 5.5 Dues Deduction: Upon receipt, by the City of North Platte, of a voluntary, written, individual authorization from any of its employees covered by this Contract, on forms provided by the Union, the City will deduct from the pay owed such employee those dues required as the employee's membership dues in the Union.
- 5.6 Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the City of North Platte. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the City in writing by the authorized representative of the union.
- 5.7 Those employees who wish dues deductions to stop, in accordance to the dues deduction card, shall deliver to the City of North Platte, a written request within the ten (10) day period preceding July 1st of each year, signed by the employee, requesting that the Union dues deduction be discontinued. The City of North Platte upon receiving such a notice shall indicate which employee has terminated the payroll dues deduction upon the next dues report

submitted to the Union pursuant to paragraph 5.9, and the City will supply a photocopy of the request to the Union.

- 5.8 No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.
- 5.9 The City shall submit to the union a monthly "Deduction Report", in paper format, listing the employees with Union dues deductions.
- 5.10 The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other form of liability, including Attorney's Fees that may arise out of or by reason of, any action taken by the City for the purpose of complying with the provisions of section 5.5 through 5.9.
- 5.11 Bulletin Boards: The Union shall be afforded bulletin boards to be used for posting of general employee information at the City's Public Service Department main building meeting room at 1402 North Jeffers in the City.
- 5.12 Union Stewards, as defined in Article 5, whose names have been certified to the city in writing, may, during non-work time, post Union notices on the such bulletin board supplied. Material to be placed on the bulletin boards shall be limited to notice of the Union's recreational, education and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings. The Union will be responsible for posting and removal of all Union notices.
- 5.13 Union Staff Activity: The City agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the City, and have first obtained permission from the City or their designated representatives (permission shall not be unreasonably denied), shall be allowed during working hours on the City's premises, with no harassment to:
- a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union Officers may do so only during non-work time.);
 - b. Attend meetings scheduled as provided in the grievance procedure of this Contract;
 - c. Consult with the City;
 - d. Consult with local Union Officers or Stewards, after such employees receive permission from the first level of supervision outside the bargaining unit, concerning the enforcement of any provisions of this Contract and be provided a private meeting room, if requested.

The City agrees that non-employee representatives of the Union (Union employees) shall be allowed, prior to work hours, during lunch break, and after hours to meet with employees in work areas. The City agrees that non-employee representatives of the Union (Union

employee) shall be allowed to consult with local Union Officers or Stewards in work areas, prior to work hours, during lunch break, and after hours.

- 5.14 At the beginning of each quarter, the City will provide the Union with a printed list, at the Union's expense, containing the names, home mailing addresses, class title, class codes, and work sites of all transferred, demoted or promoted Bargaining Unit Members. This information shall not be released with regard to non-union dues paying members until said members of the Bargaining Unit have executed a waiver for the release of such information. The Union agrees to keep this list confidential.

ARTICLE 6 - WORK

- 6.1 Work schedules are defined as an employees assigned hours, days of the week, days off and shift.
- 6.2 The City shall provide ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency or bad weather. (An emergency is defined as an unexpected unforeseen or unanticipated event). Non-permanent work schedule changes may be made by the City in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.
- 6.3 Meal Periods: All employees shall be granted an unpaid meal period of thirty (30) minutes during each work day for lunch or dinner. Employees are completely relieved from duty during this time and are not compensated for the meal period. Where practicable, the City will attempt to schedule the meal period at approximately the middle of each shift. The meal period must be taken within the thirty (30) minutes and the employees are not compensated for the meal period. Shop personnel working at the shop shall have the option of taking a one (1) hour unpaid lunch provided they clock out.
- 6.4 Rest Periods: All employees shall be granted a fifteen (15) minute paid rest period during each one half shift. The rest period shall be scheduled at approximately the middle of each one half shift, if possible.
- 6.5 Call-Back Time/Call-In: Employees eligible for overtime who are called back for duty or called in on the employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay or one and one half (1 ½) times the actual numbers of hours worked, whichever is greater. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two hour period, except that employees who are called back to work in excess of two hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the end of an employee's scheduled work shift.
- 6.6 Meal and Lodging Reimbursement: Employees who are required to travel in the course of their employment shall be compensated for meals and lodging in accordance with Article 15 of the City's Employee Handbook, as hereafter amended. If an employee as a requirement of his job has to attend a training session, then the employee shall be paid his normal wage and benefits for the hours he is in attendance at the training session, the travel time, and the study time in accordance with the Fair Labor Standards Act.
- 6.7 Work Week: The regular work week shall be forty (40) hours. Monday through Friday, or Tuesday through Saturday, eight (8) hours per day or ten (10) hours per day. Nothing in this article shall be construed as a guarantee of hours.

ARTICLE 7 - WAGE ADMINISTRATION

- 7.1 (A) All wages paid to Nebraska Public Employees, Local 251, for the period from October 1, 2017 thru September 30, 2018 shall receive a pay increase in accordance to Appendix A, wage survey. Nebraska Public Employees, Local 251 and the City of North Platte agree if any City Department gives their employees a cost of living adjustment during the 2018-2019 fiscal year, members of the Nebraska Pubic Employees, Local 251 shall receive the same cost of living adjustment.
- 7.2 Longevity Pay. Longevity pay will remain as currently provided by the City.

| | |
|--------------------------------------|-------------------|
| 5 years of service but less than 10 | \$5.00 per month |
| 10 years of service but less than 15 | \$10.00 per month |
| 15 years of service or more | \$15.00 per month |

ARTICLE 8 - OVERTIME

- 8.1 **Regular Rate.** The regular rate of pay for an employee shall be as set forth in Article 7.
- 8.2 **Overtime rate.** Work performed in excess of forty (40) hours per week shall be compensated at one and one-half (1 ½) hours for each hour of overtime actually worked. The Public Service Director shall direct whether an employee may accrue compensatory time at a rate of one and one-half (1 ½) the actual hours worked in lieu of the payment of overtime. Vacation and holiday leave shall be counted as days worked when computing overtime.
- 8.3 **Compensatory Time.** Compensatory time may be accumulated to a maximum of 240 hours. Any employee who has accrued 240 hours of compensatory time off shall be paid overtime pay for additional overtime hours. At the time of the employee's termination, resignation, retirement, discharge, or death, an employee shall be paid for any unused compensatory time at a rate of not less than the higher of (1) the average regular rate received by the employee during the last three (3) years of his employment, or (2) his/her final regular rate. Compensatory time will not be "cashed out" at any time during the employee's tenure with the City of North Platte.
- 8.4 Overtime shall not be pyramided, compounded or paid twice for the same hours.
- 8.5 There shall be no payments of overtime for hours not worked.
- 8.6 No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor or his/her designated representative.
- 8.7 Overtime will be assigned to the employee or employees regularly performing the work during the regular shift. In the event such employee or employees are unable to work the overtime it will be assigned on a rotating basis according to seniority within the affected job classification.
- 8.8 Overtime which is not contiguous to the regular shift will be offered on a rotating basis based on seniority, to those employees who have performed the work to be done in the past. In the event such employee or employees are unable to work the overtime, it will be assigned on a rotating basis according to seniority within the affected job classification.
- 8.9 Those hours during a workweek for which an employee receives sick leave pay or compensatory time will not be considered hours worked for the purpose of computing weekly overtime pay.
- 8.10 In the event the City requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.
- 8.11 **Seniority as it relates to Overtime:** If the overtime requested is voluntary, the supervisor shall

offer the overtime to employees on a voluntary basis starting with the most senior employee and going down the seniority list as needed. The supervisor shall post and keep an updated list of employees showing their status of overtime rotation. Employees may refuse this voluntary overtime. If the situation arises where the overtime is not voluntary, but mandatory, then the supervisor shall order the overtime starting first with the least senior employee and then going up the seniority list. If a mistake is made in the assignment of overtime, it shall be corrected by giving the employee who was missed the next available overtime opportunity. At any time a superintendent or supervisor is requested he/she shall provide any overtime information to the Union Representative.

- 8.12 **On Call/Stand-By Pay:** Employees in the following classifications: Electrical/Maintenance Technician and Maintenance Mechanic II will be eligible for On Call/Stand-by during their regularly scheduled days off, i.e., Friday, Saturday and Sunday, the employee will receive two (2) hours of straight pay for every 72 hours he/she is assigned to be On Call/Stand-by. In addition, when an employee in one of these classifications is called to duty, they shall be further compensated at the rate provided in Section 6.5 of this agreement.
- 8.13 **Maximum Hours of Work:** No employee shall be required to work more than eighteen (18) consecutive hours, or more than eighteen (18) hours in a twenty-four (24) hour period. The employee will have the option to work more than the maximum eighteen (18) hours in a twenty-four (24) hour period if he/she so chooses.

ARTICLE 9 - AUTHORIZED LEAVE

- 9.1 Holidays: Holiday pay will be at the rate that reflects the employee's regularly scheduled workday. The following holidays are compensated holidays for employees in the bargaining unit:

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|------------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther Kings Birthday | President's Day |
| Veteran's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

- 9.2 Weekend Holidays: When a holiday falls on the first day of an employee's weekend, it shall be observed on the preceding day. When a holiday falls on the last day of an employee's weekend, it shall be observed on the following day.
- 9.3 Work on a Holiday. In addition to normal holiday pay, hours worked by an overtime eligible employee on an actual or observed holiday shall be compensated as overtime hours or the employee may elect to receive regular pay only and take the holiday leave at a later date.
- 9.4 Vacation Leave. All full time employees shall be eligible for paid annual leave after one year of continuous full time employment Annual leave shall be earned in accordance with the schedule set forth. For the purposes of this article, a day shall be defined as the rate that reflects the employee's regularly scheduled workday.

Eligibility for annual leave shall be determined by employment date and each anniversary thereafter. Annual leave shall not accrue to any employee on any leave of absence, suspension, or lay off.

- 9.5 Vacation Accumulation. After one (1) full year of employment from the date of hire all regular full time employees are entitled to the following:

| | |
|----------------------|---------------------------|
| After one (1) year | one (1) week/40 hours |
| After two (2) years | two (2) weeks/80 hours |
| After five (5) years | three (3) weeks/120 hours |
| After ten (10) years | four (4) weeks/160 hours |

- 9.6 The City shall determine the number of employees that may be on vacation at any one time. No employee may carry over or accumulate more than eighty (80) hours vacation from year to year.
- 9.7 Instructions and rules for scheduling vacations:

The City reserves the right to approve or disapprove the request based upon the work load and the vacation load. Requests for vacation shall not be unreasonably withheld by the City. All requests for vacation shall be submitted on the form provided by the City five (5) or more working days prior to when the vacation is to commence.

Unscheduled vacations shall be requested in writing no less than two (2) workdays prior to the beginning of the vacation period and shall be approved or disapproved at the option of the City giving consideration to the scheduled work load and vacation load schedule.

Unscheduled vacation less than two (2) workdays can be granted by the employees immediate supervisor if the employee requests unscheduled vacation at least thirty (30) minutes prior to the beginning on his/her work day and such request would not place undo-hardship on the current vacation load or work load.

Vacation shall be taken as requested and approved unless a written request for cancellation from the employee is received at least twenty-five (25) hours prior to the start of the vacation period and the cancellation is approved by the City. The cancellation approval shall be at the option of the City, giving consideration to the work load and vacation load.

- 9.8 Vacation Leave Payment: Employees who leave employment shall be paid for any unused accumulated vacation leave earned, calculated on their current base hourly rate. Pay for the unused accumulated vacation leave shall be in a lump sum in addition to the employee's last paycheck.
- 9.9 Sick Leave: Full-time employees earn eight (8) hours of sick leave per month.
- 9.10 The following conditions are valid reasons that sick leave may be used:
- a. When an employee is unable to perform his/her duties because of sickness, disability, injury, or when an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease.
 - b. When the illness, disability, injury or major surgery of an immediate family member requires the employee's presence. The immediate family shall be considered as: spouse, children, step children, parents, brothers, sisters, grandchildren, grandparents and others bearing the same relationship to the employee's spouse. At the City's discretion, the definition of immediate family may be broadened.
 - c. When an employee schedules medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency medical treatment.
- 9.11 Request for Sick Leave: Sick leave shall be requested in advance when possible. Such request shall be answered within 48 hours. An employee wishing to take sick leave shall notify the foreman, supervisor or Director of Public Service of his/her illness or incapacity before the time that he/she is due to report to work each day. In case of a long-term illness,

the Director of Public Service may only require periodic reports by the employee in lieu of calling in each day.

- 9.12 Sick leave may be denied when the employee fails to substantiate the legitimate use of sick leave.
- 9.13 No employee shall have more than 1080 hours sick leave accumulated, the City will credit four (4) hours of vacation leave, or four (4) hours of pay for every eight (8) hours of sick leave accrued over one thousand eighty (1080) hours, to be payable on the employee's anniversary date.
- 9.14 Sick Leave Payoff. An employee who separates from the City after retiring at the age of sixty (or older), or having twenty (20) years of continuous service, or upon his/her death will be compensated for one-half (1/2) of his/her accumulated sick leave not to exceed five hundred forty (540) hours. In the case of the employee's death, the compensation will be paid as directed or designated in the pension plan.
- 9.15 Employees returning to work after a break in service of less than one calendar year shall have their accumulated unused and unpaid (section 9.12) sick leave balance reinstated. Employees returned to work after a break in service of more than one calendar year shall start with a zero sick leave balance and shall be considered to be new employees.
- 9.16 Bereavement Leave: An employee requiring funeral leave shall notify his/her immediate supervisor or a Director of Public Service prior to the first day of such leave. Funeral leave with pay shall be granted in the event of a death in the immediate family. Immediate family will include step-children/siblings and step-father/mother. The employee may utilize up to three (3) days of funeral leave to attend a funeral within a three hundred (300) mile radius of North Platte. The employee may utilize up to five (5) days of funeral leave to attend a funeral beyond a three hundred (300) mile radius of North Platte.

Upon return to work from funeral leave, an employee may be required to furnish proof satisfactory to his/her immediate supervisor or the Director of Public Service of the employee's relationship to the deceased, date of the funeral and the employee's actual attendance at such funeral.

Requests to attend or assist in a funeral not covered in this section, and requiring the absence of one-half (1/2) day or less of the employee's regularly scheduled workday may be granted up to four (4) times per year with pay at the discretion of the Director of Public Service. Funerals that require more than one-half (1/2) day of the employee's regularly scheduled workday absence will require use of vacation, comp, or personal emergency leave for the time in excess of one-half (1/2) day at the discretion of the employee. If an employee requests to attend or assist more than four (4) times per year, it will require the use of vacation, comp or personal emergency leave for that time.

For purposes of bereavement leave, immediate family shall mean spouse, child, parent, brother, sister, grandchild or grandparents of the employee or employee's spouse.

- 9.17 **Job Related Disability:** All employees who are disabled as a result of a job-related injury or disease shall be granted sick leave in accordance with the sick leave provisions of this Article until workers' Compensation coverage begins. Disability shall mean that the employee is unable to perform the tasks usually encountered in the employee's job category due to a job related disability or treatment for a job related disability. Provided the assignment of light duty is not discriminatory as to providing light duty.
- a. Any job related injury or disease shall be reported to the proper authority as soon as possible.
 - b. No employee shall receive a salary and workers' compensation benefits at the same time.
 - c. Health insurance with the appropriate City contribution will be paid during an absence under workers' compensation after all accrued leave and compensatory time has been depleted.
- 9.18 **Military Leave:** Military leave shall be granted in accordance with applicable federal and state laws.
- 9.19 **Civil Leave:** All employees shall be eligible for paid civil leave under the following conditions:
- a. **Jury Duty:** If an employee is called to serve as a juror, he/she shall be entitled to paid civil leave. The employee will be paid their regular salary and the employee will be required to surrender his jury pay and reimbursements received to the City.
 - b. **Court Appearances:** Time spent by employees appearing in court as a function of their job shall be considered as hours worked. All witness fees and reimbursements received as a result of these court appearances shall be returned to the City. Employees attending courts as a plaintiff, defendant or witness on non-work related matters, may use vacation leave or earned compensatory time. In the event the employee is subpoenaed for non-work related matters and does not have vacation leave or compensatory time the City shall grant a leave of absence. Any witness fees paid to the employee for these court appearances shall be kept by the employee.
- 9.20 The employee's service date shall be adjusted for non-pay absences in excess of fourteen calendar days, except when an employee is still eligible for worker's compensation payments.

ARTICLE 10 – UNIFORM ALLOWANCE

- 10.1 The City shall furnish all required uniform items necessary to facilitate a workweek to all full time City employees that are required by the City Administrator to be in uniform while on duty for the City. The City shall replace any worn or damaged uniform items as needed.
- 10.2 **Boot Allowance.** All employees identified as required to wear steel-toed boots will each receive \$150.00 or the cost of the boots, whichever is less. Receipts shall be required for reimbursement. All utility lineworkers, including electric service persons, who are required to wear “lineworker boots,” will each receive an annual reimbursement of \$150.00 or the cost of the boots, whichever is less. Receipts shall be required for reimbursement.
- 10.3 The employee will be allowed to combine the required clothing and boot allowance to make the required clothing and boot purchases. Not to exceed \$350.00.
- 10.4 If an employee can show that he/she has ample uniforms as required in 10.1, then that employee may be allowed to purchase prescription safety glasses using the uniform allowance up to the dollar amount that they have available. Receipts will be required for reimbursement.

ARTICLE 11- INSURANCE/

11.1 Health Insurance

- A) The City shall continue to provide the existing or improved health insurance coverage during the life of this contract. The City reserves the right to change carriers upon notification to the Union.
- B) For the contract years October 1st, 2017 thru September 30th, 2019, the City agrees to provide and pay 83.75% of the single premium cost for health insurance for all regular full-time employees in the bargaining unit. The City agrees to pay 81.75% percent of the family premium cost for health insurance for all regular full-time employees in the bargaining unit electing such coverage, with the employee paying the balance through payroll deduction.
- C) The City will provide a group life insurance policy of \$40,000 for each full time employee. The full cost will be borne solely by the City.

ARTICLE 12- TRANSFERS, PROMOTIONS, DEMOTIONS AND

FILLING VACANT POSITIONS

- 12.1 **Posting Job Vacancies.** All permanent vacancies within the bargaining unit classifications covered by the Agreement shall be posted on appropriate bulletin boards for a period of five (5) working days, during which time interested employees may apply for such openings.
- 12.2 **Any employee may request a voluntary demotion by submitting a written request to the City Administrator.** The request must state what position and department the employee would like to be placed. Such request must be a vacant and funded position. The employee must meet the qualifications of the position. No demotion shall be made if any regular employee in the lower class will be laid off by reason of the action.

ARTICLE 13 - UNION STEWARDS

- 13.1 Employees within the bargaining unit shall be represented by a Steward(s) in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the Steward(s)' names and their assigned areas and shall keep a list current at all times. Alternate Stewards may be appointed by the Local Union to serve in the absence of the regular steward(s).
- 13.2 When requested by an employee a Steward may investigate any formal grievance in his assigned work-area and assist in its presentation. The Steward shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of City or the City's designated representative; provided however, the City shall not unreasonably withhold approval. It is understood that the Union Representative may substitute for the Steward at any hearing in the grievance procedure.
- 13.3 When an employee presents his own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present, and shall be allowed the time therefore, in accordance with Section 4 of this Article, upon notification and approval of City or the City's designated representative; provided, however, the City shall not unreasonably withhold approval.
- 13.4 Stewards who use time during their regular shift hours for investigating formal grievances filed with the City in Step 2 of the grievance procedure or attending formal grievance meetings will be paid their regular hourly rate for such time used but not to exceed a total of three (3) hours per week. All Stewards will be considered on a regular shift as far as grievance pay is concerned. A Steward who spends time representing an employee at a Board hearing shall be paid for time spent during his regular shift at his regular rate.
- 13.5 No Steward shall leave his regularly assigned work in order to investigate a formal grievance without first obtaining approval of the City or the City's designated representative and provided further, such approval shall not be unreasonably withheld.
- 13.6 Stewards excused from duty for participation in union representations shall be excused from duty, and shall be paid, pursuant to this Article XIII only to represent or investigate, employees within that steward's department, unless otherwise approved by the City Administrator.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.
- 14.2 **Grievance Form.** In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the acts or omissions, the date of the acts, or omissions, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought.
- 14.3 Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the City.
- 14.4 **Time Limits.** The time limits provided for in this Article shall be strictly construed. The failure of the employee to meet the time limits provided, shall result in the dismissal of the employee's grievance. Failure of the City to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.
- 14.5 **Time Computation.** In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins to run shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.
- 14.6 A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member shall be handled in the following manner:

(a) Step 1.

An employee grievant shall, within fifteen (15) working days of the occurrence of the alleged grievance, attempt to resolve the matter with the Director of Public Service. A grieving employee shall have the right to be accompanied by the Union Steward or other Union representatives.

(b) Step 2.

Within fifteen (15) workdays of the occurrence of the grieved action or inaction or from the day a reasonable employee should have known about the grievance, the employee shall present a formal written grievance on a provided grievance form to the City's Director of Public Service either by hand delivery or through the U.S. Postal Service.

The Director of Public Service shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, then reply in writing on the grievance form (or an attachment) within fifteen (15) work days of delivery of the grievance. The Director of Public Service shall be responsible for consulting with all necessary levels of supervision in preparation of his/her written response to the grievant.

(c) Step 3.

If satisfactory settlement is not reached under step two, then either party may request non-binding mediation. A mediator shall be chosen from the Federal Mediation and Conciliation Service. In the event a fee for the mediator shall incur, either party may decline the service and proceed to step 4. If either party is not satisfied with the result of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.

(d) Step 4.

Within fifteen workdays of receipt of the decision in Step 3, the grievant may appeal said decision through voluntary binding arbitration. In cases where the parties choose not to participate in binding it may be processed through District Court.

- 14.7 All grievances filed by the city shall be presented to the Employee involved or Union depending upon whom the offending party is. In all circumstances, a copy of the grievance will be given to the union as a courtesy. The offending party and/or Union will have fifteen (15) work days to respond to the grievance and resolve the matter on an informal basis. If, after fifteen (15) work days, no resolution has occurred, the City may within fifteen (15) work days take the matter to binding arbitration, with the consent of the grievant.
- 14.8 The arbitrator's scope of review shall be to determine whether or not a term(s) of this Contract has/have been violated, and whether the City's action was taken in good faith and for cause. Each party shall be accorded the opportunity to present testimony, exhibits and other evidence at such hearing on the said grievance. Arbitration hearings shall be informal and the rules of evidence shall not apply. In cases involving discipline, the City shall present its case first, and in all other cases the grievant shall present his/her case first. The decision of the arbitrator shall be final and may not be appealed. The arbitrator shall decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret relevant provisions of this Contract and apply them to the particular case presented to him/her, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Contract or any agreements made supplementary hereto. The arbitrator shall have the authority to order reinstatement and to award back pay. The fees and expenses of an arbitrator employed shall be borne equally by the parties. Arbitrators shall be selected from lists supplied by the Federal Mediation and Conciliation Service or developed by the parties and mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator, a method of alternate striking shall be employed.

- 14.9 The decision of the arbitrator shall be made in writing within 40 workdays of the hearing and shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding shall be notified of the decision and order in person or by mail. A copy of the decision and order and accompanying findings and conclusions shall be delivered or mailed to each party.
- 14.10 In all grievances where the Union is representing an employee, the City shall not discuss the grievance with the employee without the Union present.

ARTICLE 15 - DISCIPLINE OR INVESTIGATORY SUSPENSION

15.1 Any action which reflects discredit upon the service or is a direct hindrance to the effective city government functions shall be considered good cause for disciplinary action. Discipline shall not be compounded for different offenses. The following are declared to be good cause for disciplinary action against any employee though charges may be based upon causes and complaints other than those listed:

(A) Minor Violations:

- (1) Engaging in horse play, running, scuffling, or throwing objects during work hours.
- (2) Failure to observe traffic regulations while operating a City vehicle.
- (3) Failure to perform job in a satisfactory manner.
- (4) Failure to report absenteeism to Supervisor fifteen (15) minutes prior to start of regular work shift absent justifiable cause.
- (5) Failure to follow City job instructions, whether verbal or written.
- (6) Vending, soliciting, or collecting contributions for any purpose on City premises at any work location unless authorized by the City or his designated representative.
- (7) Distributing written or printed material of any description during working hours unless authorized by the City of North Platte or its' designated representative.
- (8) Posting, altering, or removing any matter on bulletin boards on City property unless specifically authorized.
- (9) Making false, vicious, or malicious written statements about any employee or the City.
- (10) Failure to punch out when leaving work at regular quitting time or failure to fill out time sheet.
- (11) Causing major damage to material or equipment due to carelessness or negligence.
- (12) Reporting late for work absent justifiable cause.
- (13) Smoking in a non-smoking area.

Disciplinary action for the foregoing minor violations, except for 15.1 (A), (4) and (12), shall be as follows:

| | |
|--------------|--------------------------------------|
| 1st offense: | verbal reprimand (reduce to writing) |
| 2nd offense: | written reprimand |
| 3rd offense: | 3 work day suspension without pay |
| 4th offense: | 5 work day suspension without pay |
| 5th offense: | discharge |

Disciplinary actions for 15.1 (A) (4) and (12) shall be as follows:

| | |
|--------------------------|------------------------|
| 1 st offense: | supervisory counseling |
|--------------------------|------------------------|

| | |
|--------------------------|---|
| 2 nd offense: | verbal reprimand reduced to writing |
| 3 rd offense: | written reprimand |
| 4 th offense: | three (3) work day suspension without pay |
| 5 th offense: | five (5) work day suspension without pay |
| 6 th offense: | Discharge |

Notice of a verbal reprimand and any other written penalties shall be noted and placed in the offending employee's disciplinary file. With the exception of verbal reprimands reduced to writing, all other violations will remain in the employee's disciplinary file for two (2) years from the date of the imposition of the penalty after which, the notice of formal penalty may be removed from the disciplinary file upon the employee's request. Verbal reprimands reduced to writing will be removed after one (1) year from the date of the verbal reprimand upon the employee's request.

(B) Major Violation

- (13) Failure to report to work absent justifiable cause.
- (14) Leaving work area during working hours without permission except in cases of emergency.
- (15) Violating a posted or published safety rule or safety practice of a serious nature.
- (16) Smoking in an area where smoking would create a hazard.
- (17) Sleeping on the job during working hours.
- (18) Causing any damage to public and/or private property, material or equipment exceeding the amount \$4,000.00.
- (19) Using City equipment or supplies for a personal use or performing personal services during working hours.
- (20) Gambling on City premises.

Disciplinary action for the foregoing major violations shall be as follows:

- 1st offense: 1 work day suspension without pay
- 2nd offense: 3 work day suspension without pay
- 3rd offense: 5 work day suspension without pay
- 4th offense: discharge

Notice of penalties for major violations shall remain in the offending employee's disciplinary file for three (3) years from the date of the imposition of the penalty, after which the notice of formal penalty may be removed from the disciplinary file upon the employee's request.

(C) Gross Violations

- (21) Gross insubordination.
- (22) Provoking or instigating fighting during working hours or at any work location.
- (23) Falsifying City records.

- (24) Knowingly punching another employee's time card, or filling out another employee's time sheet. .
- (25) Possessing firearm, or dangerous weapons on City property in violation of State or Federal Law.
- (26) Theft of any City, government, or employee property.
- (27) Reporting for work under the influence of drugs unless authorized by a physician or using drugs on City time unless authorized by a physician.
- (28) Reporting for work under the influence of alcohol or controlled substance. The City shall have the right to require an employee to submit to a recognized drug and/or alcoholic testing method. As used herein, under the influence of alcohol means the employee has ten one-hundredths (.01) of 1% or more by weight of alcohol in his body fluid as shown by a recognized method of alcohol testing. See Appendix B.
- (29) Drinking any alcoholic beverage while on City time or during working hours.
- (30) Immoral conduct or indecency.
- (31) Threatening, intimidating, coercing or interfering with fellow employees during working hours.
- (32) Offensive conduct toward the public.
- (33) Violating any State or Federal Criminal law while on City Time.

Disciplinary action for the foregoing gross violations shall be:

1st offense: discharge

The prescribed penalties in the above enumerated work rules of this Article shall not be changed, altered or modified for the duration of this Agreement except by mutual consent of the parties.

15.2 An employee shall be disciplined in accordance with this labor contract. Discipline will be based upon just cause and will in no case be effective until the employee has received written notice of the allegations, describing in detail the issue involved, the date the alleged violation took place, the specific section or sections of the contract or work rules involved, except in emergency or critical situations where oral notice shall suffice, and the employee has had an opportunity to present justification of their actions at a pre-discipline meeting. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure when it is in violation of the terms of this contract. The assigned discipline is based on a progressive system for the same offense and the prescribed penalties after the first offense cannot be imposed until the immediately preceding penalty for such offense has been imposed. The City shall not discipline an employee without cause.

15.3 When the City determines that an employee must be removed from a current work assignment pending the completion of an investigation by the City to determine if disciplinary action is warranted, the City may:

- a. reassign the employee to another work assignment at their current rate of pay until the investigation is completed.

- b. suspend the employee from work with pay until the investigation is completed.

The City shall have thirty work days from the date of discovery of an infraction to initiate disciplinary action except when the City is awaiting the results of an outside investigation. If no action is taken, disciplinary action is barred for that particular incident. The time limitations set forth in this paragraph do not apply to violations which are a violation of City, State, or Federal Law.

- 15.4 If evidence in an investigation shows that disciplinary action should be taken, the City shall initiate disciplinary procedures. If no disciplinary action is taken, the employee shall be reinstated with full service credit for the period of suspension.
- 15.5 Any meeting held pursuant to these provisions may be recorded if the parties so agree.
- 15.6 Upon request employees may be represented at investigatory meetings which have the potential to lead to discipline and pre-disciplinary meetings. Unless otherwise agreed to, the employees are not entitled to representation at routine supervisory and/or non-disciplinary counseling conferences.
- 15.7 Nothing in the article shall bar or limit the time for discipline for matters which are violations of State or Federal Law.
- 15.8 For the purposes of this article, Union representative is defined as any elected or appointed officers of the Union or stewards designated by the Union. Such Union representative or representatives shall be entitled to be present at any time and shall be provided reasonable notice of the meeting when an employee is questioned or examined concerning matters which could lead to disciplinary action including counseling sessions against that employee; provided, however, that in the event the employee knowingly waives his/her right to a Union representative in writing upon being so advised, it shall not be necessary that the Union representative be present and the City shall immediately transmit a copy of the written waiver to the Union. Should the City desire to question an employee concerning matters which the City does not have reason to believe could lead to disciplinary action against that employee, then that employee should be so informed prior to questioning.
- 15.9 Any form of discipline given an employee will be done as discreetly as possible and will not be done in front of their peers, the public, or over City radios.

ARTICLE 16 - REDUCTION IN STAFF

- 16.1 If it becomes necessary for the City of North Platte to decrease staff for any reason, including financial reasons or for reduction of work, the City may separate any employee, without prejudice, after 15 days written notice.
- 16.2 If in the discretion of the City a reduction in force is necessary or appropriate, the City shall consider the ability to perform the work of all Bargaining Unit employees. If the ability to perform the work of all Bargaining Unit employees is equal, seniority shall govern. If the ability to perform the work of all Bargaining Unit employees is not equal, then the City may lay off the employee who, in its discretion, is considered least qualified, regardless of seniority. If the City lays off employees other than by seniority, the employer shall provide the reasons why in writing to the Union and the employee(s) to be laid off (shall become subject to the grievance procedure. Seniority shall be based on continuous length of service as a full-time employee of the City of North Platte.
- 16.3 Employees being laid off may bump the employee with the least seniority in any other job provided they: (a) have the seniority to do so; (b) are qualified and able to then perform all the job duties of the employee to be bumped under normal supervision, as determined by the City. It is understood that all layoff decisions remain grievable. Anytime a Staff Reduction is conducted according to seniority a full time employee shall have priority over part time employees and the full time/temporary employees shall have the right to bump a part time/temporary employee.
- 16.4 No full-time status employees shall be laid off as long as there are provisional, part-time temporary, seasonal, intermittent, emergency, on-call or probationary employees working in the affected positions.
- 16.5 If within two years of a reduction of staff, the City elects to increase staff, the City shall recall the laid off employees in reverse order of lay off prior to hiring new employees.
- 16.6 If an employee who is separated from employment as a result of a reduction in staff is rehired within two years, the temporary layoff shall not be deemed a break-in-service for continuous employment status purposes and his prior continuous employment period shall be combined with his current continuous employment period for computing continuous years of service for benefit entitlement.

ARTICLE 17 - HEALTH AND SAFETY

- 17.1 Employees are responsible for reporting any unsafe condition or practice. Employees are responsible for properly using and caring for the tools and equipment furnished by the City. The employee should report unsafe conditions to the foreman who will report to the City. Refusal to work in an unsafe environment, as defined by OSHA, shall be a defense to disciplinary action. There shall be no adverse action taken against an employee or retaliation for an employee's reporting of an unsafe condition, environment, tool or equipment when the report of the unsafe condition, environment, tool or equipment is based upon a reasonable belief that an unsafe condition, environment, tool or equipment does in fact exist.
- 17.2 The City agrees to maintain all city facilities, buildings, grounds, and equipment in accordance with applicable federal and state policies. Recognizing the intrinsic nature of each job performed in the bargaining unit, the City agrees to provide a safe working environment.
- 17.3 The City agrees to supply such specialized clothing and equipment as is necessary to perform the required job functions in a safe and efficient manner. This includes but is not limited to welding helmets/goggles, welding gloves, welding aprons; but not "normal" work clothing. The City agrees to supply such items at no cost to the employee.
- 17.4 First Aid Equipment/and Work Related Injury. The City agrees to provide first aid kits on all self-propelled equipment and vehicles. All on-the-job injuries and work related illnesses must be reported promptly to the City.
- 17.5 The City agrees to provide Hepatitis shots to employees in the Sanitation Department. The City agrees to provide these shots at no cost to the employees.
- 17.6 All City-owned vehicles which are used by bargaining unit employees shall be equipped as required by law.
- 17.7 Whenever an employee is required to perform duties which require working with or around hazardous chemicals, agents, or equipment, the employee shall receive necessary training and shall be provided necessary protective equipment and clothing. At a minimum the education and training must include:
- a. The location of toxic substances.
 - b. The names of the substances, including the generic or chemical name, as well as the trade or other commonly used names.
 - c. The acute and chronic effects of exposure to the hazardous substance and any symptoms and effects of exposure.
 - d. The potential for flammability, explosion and reactivity of such substance.
 - e. Appropriate emergency treatment.
 - f. Proper conditions for safe use and exposure to such toxic substances.

g. Procedures for cleanup of leaks and spills of such substances.

17.8 Develop and maintain a safety committee of five (5) members, two (2) of which are of the supervisory group, two (2) of which are of the Local 251 bargaining unit and one (1) of City Administration.

This committee shall meet four (4) times per year (February, May, August, November). They shall discuss and help advise on ways to continue and develop safety practices and procedures.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

- 18.1 The Union and the City recognize and agree that the rendering of services to the citizens of the City cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.
- 18.2 Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City.
- 18.3 Neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.
- 18.4 The City may discharge or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.
- 18.5 Nothing contained here-in shall preclude the Union or the City from obtaining whatever remedies may be available to the parties at law or in equity in the event of a violation of this Article.
- 18.6 The parties agree to comply with the provisions of Sections 48-802 and 48821 R.R.S. Neb., which are recognized as applicable to the parties to this Contract.

ARTICLE 19 - PERSONNEL FILE INFORMATION

- 19.1 With prior approval for an absence from work from the Public Service Director, an employee shall, be allowed to inspect his/her personnel file during normal office hours.
- 19.2 Upon receipt of written authorization from the employee, the City will allow another employee or designated representative to inspect their entire personnel file or payroll record maintained by the City.
- 19.3 Personnel files cannot be removed from the premises and all file reviews will be under the supervision of the city.
- 19.4 Except, as needed to process grievances, the city will provide one copy of up to ten pages of personnel file documents when requested by an employee during each year of this Contract.
- 19.5 An employee shall be notified in writing within ten work days of any non-routine information being placed in his/her personnel file.
- 19.6 The City will maintain a personnel file and a separate discipline file for each employee. The personnel file shall contain, in the City's discretion, materials with regard to the employment of the individual. The Discipline file shall contain material concerning the discipline of an employee and such materials that the employee may want to submit with regard to disciplinary actions. The City shall remove any record of minor discipline after two (2) years from the date of the discipline and any record of major discipline after three (3) years from the date of the discipline.

ARTICLE 20 - CITY PERSONNEL POLICIES

- 20.1 The City Personnel Policies, as may be adopted by the North Platte City Council from time to time shall be incorporated herein and made a part hereof to the same extent as if set forth in full to the extent they are not inconsistent with any provision of this Agreement. If any City Personnel Policies are inconsistent, the provisions of this Agreement shall control.

ARTICLE 21 - NON-DISCRIMINATION

- 21.1 **General Standard.** All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, disability, national origin, union membership, protected age, marital status, or veteran status.
- 21.2 **Gender Reference.** All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term should be construed to include both male and female employees.

ARTICLE 22 - SAVINGS CLAUSE

- 22.1 If any provisions of the Contract is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of the Contract shall remain in full force and effect for the duration of this Contract. The parties shall meet as soon as possible to agree on a substitute provision should any provisions of the Contract be declared unlawful, unenforceable or not in accordance with applicable statutes. If the parties are unable to agree on a substitute provision within thirty days following commencement of the initial meeting, the provision becomes inoperative and the matter shall be postponed until contract negotiations are reopened.

ARTICLE 23 – RESIDENCY

- 23.1 Residency within the City limits of North Platte shall not be required as a condition of employment or continued employment with the City so long as the Union membership is able to timely respond to all call ins and call backs.

ARTICLE 24 – COMMERCIAL DRIVERS LICENSE

- 24.1 Because a Commercial Drivers License is required for City employees the City agrees to pay the difference in the employees' drivers' license, between a Commercial Drivers License and a State Drivers License, to include the cost of such endorsement that may be required.

APPENDIX A

**APPROVED 2017-2018 SALARY SCHEDULE
PUBLIC SERVICE**

| POSITION: | A | B | C | D | E | F | G | H |
|-----------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| ELECTRICAL/MAINTENANCE TECHNICIAN | \$ 23.77 | \$ 24.94 | \$ 26.10 | \$ 27.27 | \$ 28.46 | \$ 29.61 | \$ 30.77 | \$ 31.93 |
| ELECTRONIC TECHNICIAN | \$ 23.77 | \$ 25.08 | \$ 26.40 | \$ 27.70 | \$ 29.02 | \$ 30.32 | \$ 31.65 | \$ 32.98 |
| MECHANIC II | \$ 18.59 | \$ 19.67 | \$ 20.74 | \$ 21.81 | \$ 22.87 | \$ 23.94 | \$ 25.00 | \$ 26.04 |
| MECHANIC I | \$ 16.81 | \$ 17.72 | \$ 18.63 | \$ 19.55 | \$ 20.45 | \$ 21.37 | \$ 22.28 | \$ 23.19 |
| MAINTENANCE MECHANIC II | \$ 18.45 | \$ 19.17 | \$ 19.92 | \$ 20.66 | \$ 21.38 | \$ 22.11 | \$ 22.85 | \$ 23.62 |
| MAINTENANCE WORKER III | \$ 16.53 | \$ 17.57 | \$ 18.59 | \$ 19.64 | \$ 20.68 | \$ 21.71 | \$ 22.74 | \$ 23.75 |
| MAINTENANCE MECHANIC I | \$ 15.71 | \$ 16.53 | \$ 17.37 | \$ 18.20 | \$ 19.03 | \$ 19.86 | \$ 20.71 | \$ 21.51 |
| DRIVER-LOADER | \$ 15.83 | \$ 16.68 | \$ 17.54 | \$ 18.41 | \$ 19.25 | \$ 20.11 | \$ 20.97 | \$ 21.85 |
| MAINTENANCE WORKER II | \$ 15.75 | \$ 16.73 | \$ 17.70 | \$ 18.69 | \$ 19.66 | \$ 20.64 | \$ 21.61 | \$ 22.61 |
| MAINTENANCE WORKER I | \$ 14.85 | \$ 15.71 | \$ 16.53 | \$ 17.37 | \$ 18.20 | \$ 19.03 | \$ 19.86 | \$ 20.70 |
| DRIVER-LOADER, RELIEF | \$ 13.69 | \$ 14.34 | \$ 14.97 | \$ 15.65 | \$ 16.29 | \$ 16.92 | \$ 17.57 | \$ 18.19 |
| JANITOR | \$ 12.18 | \$ 12.87 | \$ 13.56 | \$ 14.24 | \$ 14.92 | \$ 15.63 | \$ 16.32 | \$ 16.99 |

APPENDIX B

CDL RANDOM DRUG TESTING

If an employee tested positive on any CDL random drug test, the City of North Platte will consider giving that employee a second chance over termination if the work record of the employee does not have any outstanding Major Violations. If the City of North Platte retains the employee, the following guidelines must be met. An agreement will include the following which will be reduced to writing and signed by the employee.

- 1) The employee will report to the Employees Assistance Program.
- 2) The employee must follow the recommendation of the Employees Assistance Program.
- 3) The employee will be on a two (2) year probation and will submit to random drug testing at any time, not to exceed nine (9) times per year, the cost will be paid by the employee, excluding the normal CDL random testing for all employees.
- 4) The employee will receive a fifteen (15) day suspension without pay and must submit a clean CDL sample as per the CDL requirements before returning to work.

In witness whereof, the parties hereto have set their hands this 25 day of Sept., 2017

FOR THE UNION:
Nebraska Public Employees,
Local 251, representing

Carl Betts

STATE OF NEBRASKA)
) ss.
County of Douglas)

Carl Betts being first duly sworn upon oath states that he has read the foregoing contract and knows the contents thereof.

SUBSCRIBED in my presence and sworn to before me this 25th day of Sept., 2017.



Patricia Koson
Notary Public
My commission expires: 8/23/18

FOR THE CITY:
City of North Platte, Nebraska

STATE OF NEBRASKA)) ss.
County of Lincoln)

_____ being first duly sworn upon oath states that he has read the foregoing contract and knows the contents thereof.

SUBSCRIBED in my presence and sworn to before me this _____ day of _____, _____.

Notary Public
My commission expires: _____

FOR THE CITY:
City of North Platte, Nebraska

D. H. [Signature] Mayor

STATE OF NEBRASKA)

) ss.
County of Lincoln)

Dwight L. Livingston being first duly sworn upon oath states that he has read the foregoing contract and knows the contents thereof.

SUBSCRIBED in my presence and sworn to before me this 19th day of September, 2017.



Renee White
Notary Public
My commission expires: 9-21-20

