

#### CITY OF BROKEN BOW CITY COUNCIL AGENDA March 10, 2020 @ 6:00 PM Broken Bow Library 626 South D Street, Broken Bow, NE

#### **Meeting Procedure**

The Public may address specific agenda items at the pleasure of the Mayor. Please come to the podium, state your name and address, and limit your remarks to five minutes or less. Out of respect to City employees, we request that any complaints or criticisms of employees not be aired in a public meeting. Concerns about employees should be brought to the attention of the City Administrator or Mayor. An individual in violation will be declared out of order.

#### A. Call to Order

- **B.** Open Meetings Act: This is an open meeting of the Broken Bow City Council. The City of Broken Bow abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in this room as required by law.
- C. Roll Call
- D. Pledge of Allegiance
- **E. Submittal of Requests for Future Items:** Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.
- **F.** Consent Agenda: Consideration of approving the consent agenda items for March 10, 2020, which will include the following:
  - a. Approval of Minutes of February 25, 2020 Meeting
  - b. Approval of Bills as Posted
- G. Discussion Items:
  - a. City Administrator
  - b. Mental Health Wellness Program
- H. Reports:
  - a. Library Annual Report
- I. New Business:
  - **a.** Temporary Bathroom in the Square Consideration of approving the placement of a temporary bathroom in the square. The bathroom will be located on the north side of the square.
  - **b.** Union Contract Consideration of approving the Union Contract that will be effective from October 1, 2019 to September 30, 2022.
- J. Comments by Mayor and Council Members Concerning City Departments.

<sup>\*\*</sup>Please click on the letter next to the agenda item to see the information associated with that item.

#### Broken Bow City Council Meeting Minutes February 25, 2020

The Broken Bow City Council met in regular session on Tuesday, February 25, 2020 at the Broken Bow Library. Notice of the meeting was given in advance thereof as required by publication in the Custer County Chief on February 20, 2020. Availability of the agenda and related materials was communicated in the advanced notice to the Mayor and all members of the Council, as well as, shared with various media outlets. All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Mayor Rod Sonnichsen called the meeting to order at 6:00 P.M., with the following Councilmembers present: Holcomb, Schmidt, Myers, and Miller. Absent: None. Mayor Sonnichsen announced the availability of the open meetings law, followed by the reciting of the Pledge of Allegiance.

Mayor Sonnichsen read the format for submitting requests for future agenda items.

Moved by Holcomb seconded by Miller, to approve the consent agenda for February 25, 2020. Said motion includes approval of the Minutes of the February 11, 2020 Council Meeting, Bills to Date, and January Treasurer Report. Roll call vote: Voting aye: Holcomb, Schmidt, Miller, and Myers. Nays: None. Motion carried.

Aflac, \$288.15, \$104.22; Armor-Tile, warning pads, \$3,205.00; Broken Bow Mun Utilities, \$1,734.39; City of Broken Bow, CD Cell Closure Funds, \$2,608.00; Carquest of Broken Bow, supplies, \$274.75; Central I.T., LLC, office subscription, \$220.00; Century Link, telephone, \$85.49; City Flex Benefit, \$216.04; City of Broken Bow – Health Insurance, \$3,397.48; City of Broken Bow Pension Fund, \$1,742.19, \$6,181.20; Colonial Insurance, \$381.91, \$135.10; Custer Transfer Station, dumping fees, \$6.00; DHHS Drinking Water, pool permit, \$40.00; Demco, supplies, \$108.19; EBSCO, periodical renewals, \$339.99; EFTPS Online Payment, payroll, \$1,782.50, \$5,282.25, \$7,621.86; Eakes Office Products, copies, \$183.50; Family Heritage, \$56.00; Gateway Motors Inc, oil change, \$58.28; Heather Hulinsky, cleaning, \$200.00; Heiman Fire Equipment, radio tabs, hood, boots, \$399.55; Ingram Library Services, materials, \$1,328.77; Insurance Aid Services, fees, \$1,797.57; KDSI, email subscription, \$60.00; Kirkpatrick Cleaning Solutions, supplies, \$97.82; Matheson Tri-Gas Inc, argon & cutting tips, \$74.70; Mead Lumber, supplies, \$82.18; Med Tech Resource, flashlights, \$130.36; Mid American Research Chemical, supplies, \$1,470.97; Midwest Machinery & Supply Co, posts & hardware, \$966.30; Monte Clark, meal, \$9.29; NMVCA, membership dues & workshop, \$200.00; Nebraska Dept of Revenue, lodging tax, \$214.58; Nebraska Library Association, annual membership, \$140.00; Obrien's True Value, supplies, \$31.08; Omaha State Bank, HSA, \$175.00; Paulsen Inc., bunker block, \$100.00; Pavement Repair & Supplies, perma-patch, \$2,150.00; Presto X Company, monthly service, \$49.00; Pristine Cleaning, LLC, cleaning, \$375.00; Ranchland Form, ambulance service, \$800.52; Recorded Books, Inc., renewals, \$467.23; S&L Sanitary Service, trash, \$49.30; Sargent Pipe Co, sprocket repairs, \$50.00; Schaper and White Law Firm, legal fees, \$2,407.25; State Income Tax WH NE Online Payment, \$2,294.03; Sublime Artistry, website design/update design, \$3,740.00; Tim Eggleston, meal, \$6.87; Trotter Service, fuel, \$5,187.85; Trotter's Whoa & Go, fuel, \$144.56; Verizon Wireless, telephone, \$143.36; Bi-Weekly Payroll, \$44,047.02; Total Bills = \$105,442.65.

Moved by Holcomb, seconded by Miller, to approve the appointment of Cynthia Ruzicka to the Broken Bow Housing Authority Board to fill the vacant seat that will expire August 2021. Roll Call vote: Voting aye: Miller, Holcomb, Schmidt, and Myers. Nays: None. Motion carried.

After discussing the matter, Councilmember Miller introduced Ordinance No. 1221 entitled "AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BROKEN BOW, NEBRASKA, REGARDING THE SALARIES OF OFFICERS AND EMPLOYEES; PAY PLAN FOR ALL CLASSIFICATIONS WITHIN THE CITY; AND MONTHLY SALARY OR HOURLY WAGE RANGES FOR EACH INDIVIDUAL CLASSIFICATION" and moved that the statutory rule requiring reading on three different days be suspended. Councilmember Schmidt seconded the motion. The Mayor stated the motion and instructed the Clerk to call the roll. The Clerk called the roll and the following was the vote: Aves: Myers, Miller, Schmidt, and Holcomb. Nays: None. Motion carried. The motion to suspend the rules was adopted by three- fourths of the Council and the statutory rule was declared suspended for consideration of said Ordinance. Said Ordinance was then read by title and thereafter Councilmember Schmidt moved for final passage of the Ordinance, which motion was seconded by Councilmember Miller. The Mayor stated the question, "Shall Ordinance No. 1221 be passed and adopted?" Upon roll call vote, the vote was as follows: Ayes: Miller, Holcomb, Schmidt, and Myers. Nays: None. Motion carried. The passage and adoption of said Ordinance having been concurred in by a majority of all members of the Council, the Mayor declared the Ordinance adopted and the Mayor in the presence of the Council signed and approved the Ordinance and the Clerk attested the passage and approval of the same and affixed her signature thereto.

Mayor Sonnichsen opened the floor for comments from the Mayor and Councilmembers concerning City Departments. Mayor Sonnichsen and Councilmember Miller attended conference. There are some bills in the Legislature right now that might affect some City functions, such as mandatory training for clerks, altering the quorum for City Council, and workers comp for PTSD for Fire, EMS, and Police. Siren testing will begin next Tuesday at 4:00 pm.

Moved by Myers, seconded by Holcomb, to adjourn the City Council Meeting at 7:05 p.m. Roll call vote: Voting aye: Holcomb, Myers, Miller, and Schmidt. Nays: None. Motion carried.

ATTEST:	Rod Sonnichsen, Mayor
Stephanie M. Wright, City Clerk	

X/1/	# M I N	City of Broken Bow		
Vend#	# <u>Vendor Name</u> Post Date <u>Due Date</u>	Amount Invoice <u>Date</u> <u>PO#</u>	Date	Status
	Account# Work	Order <u>Description</u>	Debit	Credit
	Aflac			
29033	2/27/2020 2/27/2020	129.50	0 11 0 0	Ck# 561 Printe
	01-1501.00	BBHA Aflac	85.06	0.00
	01-1501.00	billing errors	44.44 129.50	0.00
00040	2/4/2020 2/4/2020	316.05	129.50	Posted
29040	3/4/2020 3/4/2020 01-1501.00	PRE TAX AFLAC	316.05	0.00
29041	3/4/2020 3/4/2020	104.22	310.00	Posted
200+1	01-1501.00	AFLAC POST TAX	104.22	0.00
	Barco			
29063	3/10/2020 3/5/2020	1,030.44		Posted
	08-3348.00	LED barricade lights	1,030.44	0.00
	Baxter Welding			
29081	3/10/2020 3/5/2020	25.22		Posted
	08-3310.00	hinge	25.22	0.00
	Black Hills Energy			
29054	3/5/2020 3/5/2020	1,376.01		Ck# 570 Print
	04-3220.00	Utilities-Gas	501.39	0.00
	02-3220.00	Utilities-Gas	874.62	0.00
			1,376.01	0.00
	<b>Bound Tree Medical</b>			
29073	3/10/2020 3/5/2020	165.52		Posted
	05-3338.00	supplies	165.52	0.00
	Bow Glass LLC			
9097	3/10/2020 3/5/2020	416.52		Posted
	08-3311.00	Chapins door shattered	416.52	0.00
	Broken Bow Airport Auth			
J92	3/10/2020 3/5/2020	1,083.33		Posted
	01-3409.00	Monthly Payment	1,083.33	0.00
00074	Broken Bow Chamber of			Dested
29074	3/10/2020 3/5/2020	915.00 ambulance incentive	915.00	Posted 0.00
	05-3334.00		315.00	0.00
20000	Broken Bow Municipal U			Dooted
29089	3/10/2020 3/5/2020 01-3213.00	11,002.48 General - Radio/Weather Station Tower	25.58	Posted 0.00
	08-3220.00	Street - Shop Utilities/Trash Removal	2,425.98	0.00
	04-3220.00	Police - Utilities/Trash Removal	409.73	0.00
	04-3315.00	Police - Dog Pound Utilities	160.58	0.00
	09-3220.00	Park - Utilities/Trash Removal	1,371.59	0.00
	09-3220.00	Park - Shop Utilities/Trash Removal	1,039.70	0.00
	07-3220.00	Library - Utilities/Trash Removal	1,652.79	0.00
	02-3220.00	Pub Bldg - Utiliites/Trash Removal	579.28	0.00
	11-3360.00	Tree Dump - Utilities	128.67	0.00
	10-3220.00	Swim Pool - Utilities/Trash Removal	50.05	0.00
	08-3422.01	Swim Pool - Utilities/Trash Removal	3,158.53	0.00
			11,002.48	0.00
3 06-070-00-700	Broken Bow Rural Fire B			
29061	3/10/2020 3/5/2020	348.21	£ gas gas .com more	Posted
	05-3220.00	utilities	155.57	0.00
	06-3220.00	utilities	155.57	0.00
	06-3221.00	utilities	37.07 348.21	0.00
	Capital One		V 1 V . Zu. I	0.00
29071	3/10/2020 3/5/2020	500.65		Posted
5, 1	04-3410.00	typewriter	372.45	0.00
	04-3223.00	receipt books & envelopes	43.25	0.00
		receipt books & envelopes MOIC membership	75.00	0.00
	04-3223.00			

Vend#	Yendor Name	City of bloken bow		
	Post Date Due Date	Amount Invoice Date PO#  k Order Description	<u>Date</u> <u>Debit</u>	Status Credit
	Central Hydraulic Syste	ms (continued)		
29084	3/10/2020 3/5/2020	7,476.32		Posted
	08-3410.00	boss snow blade	7,476.32	0.00
	Central I.T., LLC			B
29060	3/10/2020 3/5/2020	93.72 20456	00.70	Posted
	05-3410.00	800 watt UPS	93.72	0.00
	City Flex Benefit Plan			D
29042	3/4/2020 3/4/2020	166.04	100 04	Posted
	01-1501.00	SELECT FLEX-UNREIMBURSED M/D/V	166.04	0.00
	City of Broken Bow - He			Claff EE7 Drinks d
29032	2/26/2020 2/25/2020	30,290.04 BBHA Health Insurance	5,241.48	Ck# 557 Printed 0.00
	01-1501.00	Health Insurance	1,504.27	0.00
	01-3104.00 08-3104.00	Health Insurance	6,081.05	0.00
	06-3104.00	Health Insurance	752.14	0.00
	04-3104.00	Health Insurance	8,223.04	0.00
	05-3104.00	Health Insurance	752.13	0.00
	09-3104.00	Health Insurance	4,353.55	0.00
	07-3104.00	Health Insurance	1,696.61	0.00
	03-3104.00	Health Insurance	1,685.77	0.00
			30,290.04	0.00
29051	3/4/2020 3/4/2020	3,397.48	0.007.40	Posted
	01-1501.00	HEALTH INSURANCE	3,397.48	0.00
	City of Broken Bow Per			
29037	2/28/2020 2/28/2020	1,399.46	4 000 40	Ck# 565 Printed
00040	01-1502.00	Liability - BBHA	1,399.46	0.00
29043	3/4/2020 3/4/2020	1,519.85 RETIREMENT LOAN PAYMENT	1,519.85	Posted 0.00
25044	01-1513.00 3/4/2020 3/4/2020	6,305.06	1,010.00	Posted
25044	01-1502.00	RETIREMENT NEW	6,305.06	0.00
	Colonial Insurance		,	
29034	2/27/2020 2/27/2020	195.42		Ck# 562 Printed
20001	01-1501.00	BBHA	195.42	0.00
29038	3/4/2020 3/4/2020	381.91		Posted
	01-1501.00	COLONIAL LIFE PRE TAX	381.91	0.00
29039	3/4/2020 3/4/2020	135.10		Posted
	01-1501.00	COLONIAL LIFE POST TAX	135.10	0.00
	Cornhusker Internation			
29053	3/4/2020 3/4/2020	3,417.34	0.447.04	Ck# 569 Printed
	03-3310.00	handibus lift repairs	3,417.34	0.00
	<b>Custer County Treasure</b>			
29091	3/10/2020 3/5/2020	11,801.52		Posted
	01-3217.00	Communications Interlocal Payment	11,801.52	0.00
	Custer Public Power			
29055	3/5/2020 3/5/2020	128.82		Ck# 571 Printed
	11-3220.00	CD Cell Power	128.82	0.00
	DHHS Licensure Unit			
29052	3/3/2020 3/3/2020	40.00		Ck# 568 Printed
	10-3223.00	Mykael Stoddard Pool Operator License A	40.00	0.00
	Dana F. Cole & Compar	ny, LLP		
29096	3/10/2020 3/5/2020	17,950.00		Posted
	01-3208.00	audit expense	17,950.00	0.00
	Dave Dunkel			
2086	3/10/2020 3/5/2020	14.86		Posted
	08-3205.00	CDL	14.86	0.00
	<b>EFTPS Online Payment</b>			
29047	3/4/2020 3/4/2020	1,801.92		Ck# 566 Printed
	01-1500.00	MEDICARE	1,801.92	0.00

	<u> Vendor Name</u>		_		<u> </u>	
Pay#		Amount Invoice	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
(	Account# Work C		<u>n</u>		<u>Debit</u>	Credit
(	EFTPS Online Payment (c	ontinued)				OL # 500 D :
29048	3/4/2020 3/4/2020	5,323.03 FEDERAL MARRIED			2,725.96	Ck# 566 Printed 0.00
	01-1500.00	FEDERAL MARRIED FEDERAL SINGLE			2,725.96	0.00
	01-1500.00	FEDERAL SINGLE			5,323.03	0.00
29049	3/4/2020 3/4/2020	7,704.94			0,020.00	Ck# 566 Printed
29049	01-1500.00	SOCIAL SECURITY			7,704.94	0.00
	EZ IT Soulutions			44 (40 )	7,101101	0.00
29069	3/10/2020 3/5/2020	203.73 3991				Posted
29009	04-3310.00	work on cameras			203.73	0.00
	Eakes Office Products					
29056	3/10/2020 3/5/2020	214.40				Posted
20000	01-3223.00	paper			74.48	0.00
	02-3223.01	urinal mats			139.92	0.00
					214.40	0.00
	Embassy Suites - Lincoln					
29099	3/10/2020 3/5/2020	153.00				Posted
	08-3205.00	parking & hotel			153.00	0.00
	Erik Jensen					
29098	3/10/2020 3/5/2020	114.30				Posted
	09-3311.00	boot allowance			114.30	0.00
	Family Heritage					
29045	3/4/2020 3/4/2020	56.00				Posted
200 10	01-1501.00	FAMILY HERITAGE			56.00	0.00
	Gateway Motors Inc					
29068	3/10/2020 3/5/2020	59.43 72928				Posted
/	04-3225.00	oil change			59.43	0.00
(	<b>Great Plains Communicat</b>	ions				
29062	3/10/2020 3/5/2020	70.95			8	Posted
	08-3221.00	Internet			35.48	0.00
	09-3221.00	Internet			35.47	0.00
					70.95	0.00
	Heiman Fire Equipment					
29075	3/10/2020 3/5/2020	297.60				Posted
	06-3410.00	batteries			297.60	0.00
	Hometown Leasing					
29093	3/10/2020 3/5/2020	159.18				Posted
	04-3216.00	Copier Lease			92.66	0.00
	07-3216.00	Copier Lease			66.52	0.00
					159.18	0.00
	Island Supply Welding Co					
29059	3/10/2020 3/5/2020	41.22			44.00	Posted
	05-3338.00	oxygen			41.22	0.00
	John Deere Financial					
29077	3/10/2020 3/5/2020	216.51			040 54	Posted
	09-3410.00	mower lease			216.51	0.00
	Lawson Products					
29064	3/10/2020 3/5/2020	199.68			450.00	Posted
	08-3350.00	tap set			159.69	0.00
	08-3310.00	supplies			39.99 199.68	0.00
					199.00	0.00
00000	Lincoln Marriott Cornhus					Dested
^^90	3/10/2020 3/5/2020	440.00	0000		440.00	Posted
	01-3205.00	hotels mid-winter confer	erice		440.00	0.00
0000	Loup Basin RC&D Counc					014 500 5 :
29035	2/27/2020 2/27/2020	100.00			400.00	Ck# 563 Printed
	01-3206.00	membership dues			100.00	0.00

Vandt	Vendor Name	City of Broken Bow		9
Pay#		Amount Invoice Date	PO# Date	Status
1 dyn		Order Description	Debit	Credit
. (	MacQueen Equipment (c			
29082	3/10/2020 3/5/2020	1,026.70		Posted
	08-3310.00	conveyor belt, splice kit	1,026.70	0.00
	Monte Clark			
29083	3/10/2020 3/5/2020	256.82		Posted
	08-3205.00	hotel for conference	256.82	0.00
	Myers Construction Co			
29087	3/10/2020 3/5/2020	855.00		Posted
	08-3222.10	snow removal 2-19-2020	855.00	0.00
	NANCEE COUFAL			
29066	3/10/2020 3/5/2020	31.40		Posted
	01-3101.00	TIF questions	31.40	0.00
	Nebraska State Bank			
29036	2/28/2020 2/28/2020	25,095.01		Ck# 564 Printed
	08-3418.00	street sweeper loan payment	25,095.01	0.00
	Omaha State Bank			<b>.</b>
29046	3/4/2020 3/4/2020	175.00	A 777 AA	Posted
	01-1501.00	HSA	175.00	0.00
	Platte Valley Communica			B = = = 1
29076	3/10/2020 3/5/2020	267.61	267.61	Posted
	04-3221.00	antivirus	207.01	0.00
	Powerplan	405.40		Dastad
29080	3/10/2020 3/5/2020 08-3310.00	125.42 master cylinder kit	125.42	Posted 0.00
		master cymider kit	125.42	0.00
20050	Prachts Ace Hardware	156.62		Posted
20058	3/10/2020 3/5/2020 09-3311.00	supplies	156.62	0.00
)	S&L Sanitary Service	was population		0.100
29078	3/10/2020 3/5/2020	49.30		Posted
23010	09-3219.00	trash around the square	49.30	0.00
	Sara J. Hulinsky			
29067	3/10/2020 3/5/2020	1,192.00		Posted
	07-3419.01	cleaning service	1,192.00	0.00
	Schaper and White Law	Firm		
29094	3/10/2020 3/5/2020	1,531.25		Posted
	01-3214.00	legal fees	1,531.25	0.00
	State Income Tax WH NE	E Online Payment		
29050	3/4/2020 3/4/2020	2,337.78		Ck# 567 Printed
	01-1500.00	STATE MARRIED	1,256.55	0.00
	01-1500.00	STATE SINGLE	1,081.23 2,337.78	0.00
			2,331.10	0.00
20005	Stephanie Wright	102.04		Doots
29065	3/10/2020 3/5/2020 02-3410.00	183.84 microphones & stand	79.30	Posted 0.00
	03-3310.00	repairs	79.50 24.54	0.00
	08-3344.00	pesticide training	80.00	0.00
		V	183.84	0.00
	Steve Scott			
29070	3/10/2020 3/5/2020	110.63		Posted
	04-3223.00	postage & supplies	110.63	0.00
	Sublime Artistry			
29095	3/10/2020 3/5/2020	87.00		Posted
	01-3222.00	website hosting	87.00	0.00
	T&S Signs			
29079	3/10/2020 3/5/2020	35.00		Posted
	09-3310.00	lettering for tents	35.00	0.00
	V-Bar Sales & Service			
29088	3/10/2020 3/5/2020	168.15		Posted
	08-3310.00	flat iron, plate	168.15	0.00

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### **Accounts Payable Detail Listing**

City of Broken Bow

Vend#	<u> Vendor Name</u>	•	,				
Pay#	Post Date Due Dat	<u>Amount</u> Invoice	<u>D</u>	Date P	<u>O#</u>	<u>Date</u>	<u>Status</u>
(	Account#	Work Order	<u>Description</u>		D	<u>)ebit</u>	Credit
	Verizon Wireless	(continued)					
29072	3/10/2020 3/5/202	0 280.07					Posted
	04-3221.00	Police Int	ernet for Ipads		28	0.07	0.00
	Viaero Wireless						
29057	3/10/2020 3/5/202	.0 102.73					Posted
	08-3221.00	telephone	e		3	4.21	0.00
	06-3221.00	telephone	and the second			7.15	0.00
	05-3221.00	telephone	D .		1	7.16	0.00
	09-3221.00	telephone	Э			4.21	0.00
					10	2.73	0.00
	Wade Kleeb						
29085	3/10/2020 3/5/202	27.36					Posted
	08-3205.00	CDL			2	7.36	0.00

153,376.67 68 Non-voided payables listed.

Report Setup AP - Accounts Payable Listing : Vendor Name

Filter Options

Starting: 2/26/2020 Ending: 3/10/2020 Banks: All

Payable Status: Posted, Printed, ACH, Recorded, Voided

All Vendors Selected

Biweekly Payroll \$44,861.25

## **Check Approval List - GL Account**

,	CHECK	Approvar List - OL Account		
3/5/2020 5:46:44 PM		City of Broken Bow		Page 1 of 3
Vendor Name	Invoice	Invoice Description	Account Description	Amount
	11110100	invoice Becomption	7.tooodiir Boooiiptioii	Milount
General		BBHA Aflac & errors	Health/Life/Acc Insuranc	85.06
A			Health/Life/Acc Insuranc	44.44
Aflac Aflac			Health/Life/Acc Insuranc	316.05
Aflac		AFLAC POST TAX	Health/Life/Acc Insuranc	104.22
Broken Bow Airport Authority		monthly payment	Airport Monthly Payment	1,083.33
Broken Bow Municipal Utilities		utilities	Weather Station Expens	25.58
City Flex Benefit Plan		SELECT FLEX-UNREIMBURSED M/D/V	Health/Life/Acc Insuranc	166.04
City of Broken Bow - Health Insurance		health insurance	Health/Life/Acc Insuranc	5,241.48
City of Broken Bow - Health Insurance		HEALTH INS	Health/Life/Acc Insuranc	3,397.48
City of Broken Bow - Health Insurance		health insurance	Health Insurance	1,504.27
City of Broken Bow Pension Fund		BBHA pension	Pension	1,399.46
City of Broken Bow Pension Fund		RETIREMENT NEW	Pension	6,305.06
City of Broken Bow Pension Fund		RETIREMENT LOAN PAYMENT	Loan Payment	1,519.85
Colonial Insurance		BBHA	Health/Life/Acc Insuranc	195.42
Colonial Insurance		COLONIAL LIFE PRE TAX	Health/Life/Acc Insuranc	381.91
Colonial Insurance		COLONIAL LIFE POST TAX	Health/Life/Acc Insuranc	135.10
Custer County Treasurer		communications interlocal	Radio Communications	11,801.52
Dana F. Cole & Company, LLP		audit expense	Audit Expense	17,950.00
EFTPS Online Payment		MEDICARE	Payroll Taxes	1,801.92
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,725.96
EFTPS Online Payment		FEDERAL	Payroll Taxes	2,597.07
EFTPS Online Payment		FICA	Payroll Taxes	7,704.94
Eakes Office Products		supplies	Supplies & Postage	74.48
Family Heritage		FAMILY HERITAGE	Health/Life/Acc Insuranc	56.00
Lincoln Marriott Cornhusker		hotels mid-winter conference	Travel & Meeting Expens	440.00
Loup Basin RC&D Council		membership dues	Association Dues	100.00
NANCEE COUFAL		TIF questions HSA	Salaries Health/Life/Acc Insuranc	31.40 175.00
Omaha State Bank			Legal Fees	1,531.25
Schaper and White Law Firm	N.	legal fees STATE	Payroll Taxes	1,256.55
Significant Signif		STATE	Payroll Taxes	1,081.23
Sublime Artistry	<b>5</b> 1	website hosting	Miscellaneous Expense	87.00
Subilifie Artistry		Website flosting	Total General	\$71,319.07
Municipal Building			Total General	Ψ71,010.07
Municipal Building Black Hills Energy			Utilities	874.62
Broken Bow Municipal Utilities		utilities	Utilities	579.28
Eakes Office Products		supplies	Building Cleaning Suppli	139.92
Stephanie Wright		microphones, handibus repair, pesticide trai		79.30
Stephanic Wight			otal Municipal Building	\$1,673.12
Handi Bus			otal Mariopal Ballaring	Ψ1,070.12
City of Broken Bow - Health Insurance		health insurance	Health Insurance	1,685.77
Cornhusker International		handibus lift repairs	Maint/Repair Equipment	3,417.34
Stephanie Wright		microphones, handibus repair, pesticide trai		24.54
Stephanie Wilght		microphones, nandibus repair, pesticide trai	Total Handi Bus	\$5,127.65
Police			rotal rialidi bus	ψ0,127.00
Black Hills Energy			Utilities	501.39
Broken Bow Municipal Utilities		utilities	Utilities	409.73
Broken Bow Municipal Utilities		utilities	Dog Care	160.58
Capital One		typewriter, receipt books, MOIC membership		75.00
Capital One		typewriter, receipt books, MOIC membership		9.95
Capital One		typewriter, receipt books, MOIC membership		43.25
Capital One		typewriter, receipt books, MOIC membership		372.45
City of Broken Bow - Health Insurance		health insurance	Health Insurance	8,223.04
EZ IT Soulutions	3991	work on cameras	Maint/Repair Equipment	203.73
Gateway Motors Inc	72928	oil change	Gas and Oil	59.43
Hometown Leasing		copier lease	Copier Maint/Expense	92.66
Platte Valley Communications		antivirus	Telephone/Internet	267.61
Storie Scott		postage & supplies	Supplies & Postage	110.63
ע n Wireless		wifi patrol cars	Telephone/Internet	280.07
			Total Police	\$10,809.52
Pacaua Unit				

#### **Rescue Unit**

## **Check Approval List - GL Account**

	CHECK	Approvar List - OL Account		
3/5/2020 5:46:44 PM		City of Broken Bow		Page 2 of 3
Vendor Name	Invoice	Invoice Description	Account Description	Amount
	IIIVOICC	III VOICE DESCRIPTION	7 toocant Boothparen	7 till Galle
Rescue Unit		and a Bara	Ambulance Cumplice	165.52
B 1 Tree Medical		• • • • • • • • • • • • • • • • • • • •	Ambulance Supplies Ambulance Driver Incent	915.00
Bi n Bow Chamber of Commerce		arribation in continu	2 0 200 2	155.57
Broken Bow Rural Fire Board	00.450	utilities	Utilities	
Central I.T., LLC	20456		Equipment Purchases	93.72
City of Broken Bow - Health Insurance			Health Insurance	752.13
Island Supply Welding Co.		, 0	Ambulance Supplies	41.22
Viaero Wireless		telephone	Telephone/Internet	17.16
			Total Rescue Unit	\$2,140.32
Fire				
Broken Bow Rural Fire Board		utilities	Utilities	155.57
Broken Bow Rural Fire Board		utilities	Telephone/Internet	37.07
City of Broken Bow - Health Insurance		health insurance	Health Insurance	752.14
Heiman Fire Equipment		batteries	Equipment Purchases	297.60
Viaero Wireless		telephone	Telephone/Internet	17.15
			Total Fire	\$1,259.53
Library				
Broken Bow Municipal Utilities		utilities	Utilities	1,652.79
City of Broken Bow - Health Insurance		health insurance	Health Insurance	1,696.61
Hometown Leasing		copier lease	Copier Maint/Expense	66.52
Sara J. Hulinsky		cleaning service	Contracted Services	1,192.00
Gara 6. Framisky		sicarming control	Total Library	\$4,607.92
Chunch			rotal Elbrary	¥ .,001.102
Street		LED barriagde lights	Street Siginals/Maintena	1,030.44
Barco		LED barricade lights	Maint/Repair Equipment	25.22
Baxter Welding		hinge		416.52
Bow Glass LLC		Chapins door shattered	Maintenance & Repair B Utilities	2,425.98
Broken Bow Municipal Utilities		utilities		
Broken Bow Municipal Utilities		utilities	Street Lighting	3,158.53
Central Hydraulic Systems		boss snow blade	Equipment Purchases	7,476.32
City of Broken Bow - Health Insurance		health insurance	Health Insurance	6,081.05
Dunkel		CDL	Travel & Meeting Expens	14.86
Empassy Suites - Lincoln		parking & hotel	Travel & Meeting Expens	153.00
Great Plains Communications			Telephone/Internet	35.48
Lawson Products		tap set, supplies	Maint/Repair Equipment	39.99
Lawson Products		tap set, supplies	Shop Tools	159.69
MacQueen Equipment		conveyor belt, splice kit	Maint/Repair Equipment	1,026.70
Monte Clark		hotel for conference	Travel & Meeting Expens	256.82
Myers Construction Co		snow removal 2-19-2020	Snow Removal	855.00
Nebraska State Bank		street sweeper loan payment	Street Sweeper	25,095.01
Powerplan		master cylinder kit	Maint/Repair Equipment	125.42
Stephanie Wright		microphones, handibus repair, pesticide trai		80.00
V-Bar Sales & Service		flat iron, plate	Maint/Repair Equipment	168.15
Viaero Wireless		telephone	Telephone/Internet	34.21
Wade Kleeb		CDL	Travel & Meeting Expens	27.36
			Total Street	\$48,685.75
Park				
Broken Bow Municipal Utilities		utilities	Utilities	1,371.59
Broken Bow Municipal Utilities		utilities	Utilities	1,039.70
City of Broken Bow - Health Insurance		health insurance	Health Insurance	4,353.55
Erik Jensen		boot allowance	Maintenance & Repair B	114.30
Great Plains Communications			Telephone/Internet	35.47
John Deere Financial		mower lease	Equipment Purchases	216.51
Prachts Ace Hardware		supplies	Maintenance & Repair B	156.62
S&L Sanitary Service		trash around the square	Trash Removal	49.30
T&S Signs		lettering for tents	Maint/Repair Equipment	35.00
Viaero Wireless		telephone	Telephone/Internet	34.21
1.00.0 11000		L	Total Park	\$7,406.25
Swimming Pool			, stair and	,
Swimming Pool		utilities	Utilities	50.05
By an Bow Municipal Utilities				40.00
ರ 3 Licensure Unit		Mykael Stoddard Pool Operator License Ap		\$90.05
			Total Swimming Pool	φ90.05
Sanitation			0 " " 0	,
Broken Bow Municipal Utilities		utilities	Sanitation Contract	128.67
Custer Public Power		CD Cell Power	Utilities	128.82
			Total Sanitation	\$257.49

#### **Check Approval List - GL Account**

3/5/2020 5:46:44 PM

**Vendor Name** 

City of Broken Bow

Invoice Invoice Description

**Account Description** 

Page 3 of 3

**Amount** 

\$153,376.67

Report Selection: Check Approval List - GL Account

Date Range Selection: GL Posting Date

Starting Date: 2/26/2020 Ending Date: 3/10/2020

Bi weekly Payroll \$ 44,861.25

# BROKEN BOW PUBLIC LIBRARY

## 76,660 Items in collection:

BOOKS	22,885
Audiobooks	212
Downloadable audiobooks	24,443
Downloadable E-books	27,846
DVDs	1,160
Magazine/newspaper subscription	ns 37
Makerspace kits	49
Electronic databases (25 funded by Nebraska Library Commission)	28

Fiscal Year
2018-19
Annual Report

**During FY 2018-19** 

31,593

**Library Visitors** 



\$461,207

# 33,937 items checked out

3,355

Individuals with library cards

5,025

Program attendance (includes 102 off-site mobile storytimes) 6,486

Used public access computers/wifi

919 uses of multi-purpose and study rooms

(735 non-library uses/184 library programs)



#### CITY OF BROKEN BOW, NEBRASKA

#### **AND**

# INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 1597

COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2019 - SEPTEMBER 30, 2022



Section 4.       Pay for New Position.       13         Section 5.       Nebraska Law.       13         ARTICLE 11.       LAY-OFFS, RESIGNATION AND RECALL       14         Section 1.       Lay-off       14         Section 2.       Lay-off and Recall.       14         Section 3.       Resignation.       14         Section 4.       Benefits to Laid-off Employees       14         ARTICLE 12.       NO STRIKE AND LOCKOUT       14         Section 1.       General Prohibition.       14         Section 2.       Union Obligations.       14         ARTICLE 13.       HOLIDAYS       15         Section 1.       Benefit.       15         Section 2.       Holiday Schedule       15         Section 3.       Holiday Pay.       15         ARTICLE 14.       VACATIONS.       15         Section 2.       Benefit.       16         Section 3.       Vacation Provisions.       15         Section 4.       Vacation Accrual.       16         Section 5.       Resignation.       16         Section 6.       Rate of Pay.       16         Section 7.       Limit.       16	Section 4.	Definition of Days	11
Section 7.       Judicial Relief	Section 5.	Employee Grievance.	11
ARTICLE 9. SENIORITY. 12 Section 1. Definition of Seniority 12 Section 2. Qualifications 12 Section 3. Determination of Seniority 12 Section 4. List of Employees 12 Section 6. Termination of Seniority 12 Section 6. Termination of Seniority 12 Section 1. Job Vacancy 12 Section 1. Job Vacancy 13 Section 2. Job Posting 13 Section 3. New Positions 13 Section 3. New Positions 13 Section 5. Nebraska Law 13 Section 5. Nebraska Law 13 ARTICLE 11. LAY-OFFS, RESIGNATION AND RECALL 14 Section 1. Lay-off 14 Section 2. Lay-off and Recall 14 Section 3. Resignation 14 Section 4. Benefits to Laid-off Employees 14 Section 4. Benefits to Laid-off Employees 14 Section 1. General Prohibition 14 Section 1. Benefit 15 Section 2. Union Obligations 15 Section 3. Holiday Pay 15 Section 4. Benefit 15 Section 5. Holiday Schedule 15 Section 1. Benefit 14 Section 15 Section 17 Section 18 Section 19 Section 20 Section 19 Section 20 Section 20 Section 30 Section 30 Section 30 Section 40 Section 40 Section 50 Section 50 Section 60 Section 70 Section 60 Section 60 Section 70 Section	Section 6.		
Section 1. Definition of Seniority         12           Section 2. Qualifications         12           Section 3. Determination of Seniority         12           Section 5. Resolution of Seniority         12           Section 6. Termination of Seniority         12           ARTICLE 10. JOB VACANCY/POSTING/NEW POSITION         13           Section 1. Job Vacancy         13           Section 2. Job Posting         13           Section 3. New Positions         13           Section 4. Pay for New Position         13           Section 5. Nebraska Law.         13           ARTICLE 11. LAY-OFFS, RESIGNATION AND RECALL         14           Section 1. Lay-off         14           Section 2. Lay-off and Recall.         14           Section 4. Benefits to Laid-off Employees         14           ARTICLE 12. NO STRIKE AND LOCKOUT         14           Section 2. Union Obligations.         14           ARTICLE 13. HOLIDAYS         15           Section 1. Benefit.         15           Section 2. Holiday Schedule         15           Section 3. Holiday Pay.         15           Section 4. Vacation Provisions         15           Section 5. Resignation         16           Section 6. Resignation         16 </td <td>Section 7.</td> <td>Judicial Relief.</td> <td>12</td>	Section 7.	Judicial Relief.	12
Section 1. Definition of Seniority         12           Section 2. Qualifications         12           Section 3. Determination of Seniority         12           Section 5. Resolution of Seniority         12           Section 6. Termination of Seniority         12           ARTICLE 10. JOB VACANCY/POSTING/NEW POSITION         13           Section 1. Job Vacancy         13           Section 2. Job Posting         13           Section 3. New Positions         13           Section 4. Pay for New Position         13           Section 5. Nebraska Law.         13           ARTICLE 11. LAY-OFFS, RESIGNATION AND RECALL         14           Section 1. Lay-off         14           Section 2. Lay-off and Recall.         14           Section 4. Benefits to Laid-off Employees         14           ARTICLE 12. NO STRIKE AND LOCKOUT         14           Section 2. Union Obligations.         14           ARTICLE 13. HOLIDAYS         15           Section 1. Benefit.         15           Section 2. Holiday Schedule         15           Section 3. Holiday Pay.         15           Section 4. Vacation Provisions         15           Section 5. Resignation         16           Section 6. Resignation         16 </td <td>ARTICLE</td> <td>9 SENIORITY</td> <td>12</td>	ARTICLE	9 SENIORITY	12
Section 2. Qualifications         12           Section 3. Determination of Seniority         12           Section 4. List of Employees.         12           Section 5. Resolution of Seniority.         12           Section 6. Termination of Seniority.         12           ARTICLE 10. JOB VACANCY/POSTING/NEW POSITION         13           Section 1. Job Vacancy.         13           Section 2. Job Posting.         13           Section 3. New Positions.         13           Section 4. Pay for New Position.         13           Section 5. Nebraska Law         13           ARTICLE 11. LAY-OFFS, RESIGNATION AND RECALL         14           Section 1. Lay-off.         14           Section 2. Lay-off and Recall.         14           Section 3. Resignation.         14           Section 4. Benefits to Laid-off Employees.         14           ARTICLE 12. NO STRIKE AND LOCKOUT         14           Section 1. General Prohibition.         14           Section 2. Holiday Schedule.         15           Section 3. Holiday Pay.         15           ARTICLE 14. VACATIONS.         15           Section 1. Vacation Provisions.         15           Section 2. Benefit.         16           Section 3. Vacation Request.			
Section 3. Determination of Seniority         12           Section 4. List of Employees.         12           Section 5. Resolution of Seniority.         12           Section 6. Termination of Seniority.         12           Section 6. Termination of Seniority.         12           ARTICLE 10. JOB VACANCY/POSTING/NEW POSITION         13           Section 1. Job Vacancy.         13           Section 2. Job Posting.         13           Section 3. New Positions.         13           Section 4. Pay for New Position.         13           Section 5. Nebraska Law.         13           ARTICLE 11. LAY-OFFS, RESIGNATION AND RECALL         14           Section 1. Lay-off.         14           Section 2. Lay-off and Recall.         14           Section 3. Resignation.         14           Section 4. Benefits to Laid-off Employees.         14           ARTICLE 12. NO STRIKE AND LOCKOUT         14           Section 1. General Prohibition         14           ARTICLE 13. HOLIDAYS         15           Section 1. Holiday Schedule         15           Section 2. Holiday Schedule         15           Section 3. Holiday Pay.         15           ARTICLE 14. VACATIONS.         15           Section 1. Vacation Provisio			
Section 4.       List of Employees.       12         Section 5.       Resolution of Seniority.       12         Section 6.       Termination of Seniority.       12         ARTICLE 10.       JOB VACANCY/POSTING/NEW POSITION       13         Section 1.       Job Posting.       13         Section 2.       Job Posting.       13         Section 3.       New Positions.       13         Section 4.       Pay for New Position.       13         Section 5.       Nebraska Law.       13         ARTICLE 11.       LAY-OFFS. RESIGNATION AND RECALL       14         Section 1.       Lay-off.       14         Section 2.       Lay-off and Recall.       14         Section 3.       Resignation.       14         Section 4.       Benefits to Laid-off Employees.       14         ARTICLE 12.       NO STRIKE AND LOCKOUT       14         Section 2.       Union Obligations.       14         ARTICLE 13.       HOLIDAYS       15         Section 1.       Benefit       15         Section 2.       Holiday Schedule.       15         Section 3.       Holiday Pay.       15         Section 1.       Vacation Provisions.       15     <			
Section 5.       Resolution of Seniority.       12         Section 6.       Termination of Seniority.       12         ARTICLE 10.       JOB VACANCY/POSTING/NEW POSITION       13         Section 1.       Job Posting.       13         Section 2.       Job Posting.       13         Section 3.       New Positions.       13         Section 4.       Pay for New Position.       13         Section 5.       Nebraska Law.       13         ARTICLE 11.       LAY-OFFS, RESIGNATION AND RECALL       14         Section 1.       Lay-off.       14         Section 2.       Lay-off and Recall.       14         Section 3.       Resignation.       14         Section 4.       Benefits to Laid-off Employees.       14         ARTICLE 12.       NO STRIKE AND LOCKOUT       14         Section 1.       General Prohibition.       14         Section 2.       Union Obligations.       15         Section 3.       Holiday Schedule.       15         Section 1.       Holiday Schedule.       15         Section 2.       Benefit.       15         Section 3.       Vacation Provisions.       15         Section 4.       Vacation Accrual.       <			
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Section 2.       Job Posting       13         Section 3.       New Positions       13         Section 4.       Pay for New Position       13         Section 5.       Nebraska Law.       13         ARTICLE 11.       LAY-OFFS, RESIGNATION AND RECALL       14         Section 1.       Lay-off.       14         Section 2.       Lay-off and Recall.       14         Section 3.       Resignation.       14         Section 4.       Benefits to Laid-off Employees       14         ARTICLE 12.       NO STRIKE AND LOCKOUT       14         Section 1.       General Prohibition.       14         Section 2.       Union Obligations.       14         ARTICLE 13.       HOLIDAYS       15         Section 1.       Benefit.       15         Section 2.       Holiday Schedule.       15         Section 3.       Holiday Pay.       15         ARTICLE 14.       VACATIONS.       15         Section 2.       Benefit.       16         Section 3.       Vacation Request.       16         Section 4.       Vacation Accrual.       16         Section 5.       Resignation.       16         Section 7.			
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Section 4.       Pay for New Position.       13         Section 5.       Nebraska Law.       13         ARTICLE 11.       LAY-OFFS, RESIGNATION AND RECALL       14         Section 1.       Lay-off.       14         Section 2.       Lay-off and Recall.       14         Section 3.       Resignation.       14         Section 4.       Benefits to Laid-off Employees.       14         ARTICLE 12.       NO STRIKE AND LOCKOUT.       14         Section 1.       General Prohibition.       14         Section 2.       Union Obligations.       14         ARTICLE 13.       HOLIDAYS       15         Section 1.       Benefit.       15         Section 2.       Holiday Schedule.       15         Section 3.       Holiday Pay.       15         ARTICLE 14.       VACATIONS.       15         Section 2.       Benefit.       16         Section 3.       Vacation Provisions.       15         Section 4.       Vacation Accrual.       16         Section 5.       Resignation.       16         Section 6.       Rate of Pay.       16         Section 7.       Limit.       16	Section 2.		
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#### Section 4. Position Titles/Rates of Pay.

There is attached hereto and made a part hereof Schedule "A" which lists the position titles and rate of pay for each position covered by this Agreement.

#### Section 5. Definitions.

For the purposes of this Agreement, the following definitions shall apply:

- A. <u>Introductory Employees</u> are those persons employed by the City to fill a regular position as introductory employee for the first six (6) months of employment. During this period, the City reserves the right to dismiss an introductory employee at any time with or without cause.
- B. <u>Regular Full-time Employees</u> are those persons employed by the City whose employment is continuous and who works at least forty (40) hours per week.
- C. <u>Regular Part-time Employees</u> are those persons employed by the City who are hired on a regular schedule less than forty (40) hours per week throughout the year, and is excluded from the normal fringe benefits.
- D. <u>Seasonal Employees</u> are those persons employed by the City whose customary employment is less than one hundred twenty (120) days during a calendar year. This person may be assigned to a classification vacated by a regular employee while on military duty or other authorized absence and is excluded from the normal fringe benefits.

# ARTICLE 3 COMPLIANCE WITH THE LAW

#### Section 1. Compliance.

Nothing in this Agreement shall be construed to require either party to the Agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arise, it is agreed that this Agreement shall be modified in respect to either or both parties to the extent necessary to comply with such law or regulation.

#### Section 2. Severability.

If any provisions of the contract or the application of the same shall be held invalid, the legality of the other provisions of the contract shall not be affected thereby.

#### Section 3. Prohibition of Discrimination.

The City and Union agree that they will cooperate with each other to the end that this Agreement will be administered equally and equitably with respect to all employees and will not discriminate against any employee because of his/her race, color, religion, sex, protected age, national origin, or disability. They will as the City and as representative of employees support and further the principles of the Equal Opportunity Acts of the United States and the State of Nebraska.

#### Section 2. City Facilities.

The authorized representatives of the Union shall be free to visit the City's facilities (not to include City equipment) at all reasonable hours and shall be permitted to carry on their duties provided that they shall first notify the department head and there shall be no interference with the conduct of the operations in the City's facilities.

#### Section 3. Selection of Stewards.

Stewards shall be selected by the Union and function on behalf of the employees in the bargaining unit. The Union shall furnish the City with the name of those selected. No more than six (6) stewards shall be selected by the Union.

#### Section 4. Stewards.

All stewards referred to in this Agreement shall be regular full-time employees of the City.

#### Section 5. Reporting.

Each steward shall report to his/her immediate non-bargaining unit supervisor or designated representative prior to the time of leaving his/her work to perform the duties of such steward as set forth herein and shall also report on returning to his/her work assignment unless the prior consent of the steward's supervisor not to so report has been secured.

#### Section 6. Bulletin Board.

The City will afford space on the City's bulletin boards which may be used by the Union for the purpose of posting notices related to the Union. All postings required by the contract may be posted by the City on the Union space. Posted material shall not contain anything of a political nature or anything discriminatory or reflect adversely upon the City or any of its employees or elected officials. Posted material shall not include cartoons or jokes, but only such Union business notices as the Department Head has approved in advance by initialing and dating the notice, and such approval shall not be unreasonably denied.

# ARTICLE 6 JOINT COMMITTEES

#### Section 1. Safety Committee.

The City of Broken Bow shall have a Safety Committee which shall include a representative from each department and a representative from the City. The committee members shall serve two-year terms. Terms shall be rotating so that one-half of the member's terms expire each year. The Union shall be responsible for finding a volunteer from each department to serve on the committee. Volunteers shall be full time employees. The purpose of the Safety Committee is to bring together employees in a cooperative effort to promote safety at each worksite. The committee is limited to making recommendations regarding methods of addressing safety and health dangers at each worksite. The Safety Committee shall meet at least once during each three-month period, or in a reasonable timely response to unresolved employee complaints. The Safety Committee shall maintain written minutes of all meetings for at least three years, and the names of all individuals on the committee shall be made available to all employees.

- 2. Falsification of employment application or other employee reports, records or time cards
- 3. Insubordinate conduct or refusal to carry out lawful orders of a superior.
- 4. Lying or deliberately causing untrue facts to be reported in work performed for the City.
- 5. Acceptance of gifts or fees of money or other valuable considerations with the intent of influencing the employee in the performance of his official duties.
- 6. Improper use of authority or official position for personal profit or advantage.
- 7. Theft of City property or personal property of City employees.
- 8. Immoral or indecent behavior during working hours.
- 9. Abuse or willful damage or neglect of City property.
- 10. Any behavior or conduct likely to create or creating an employee safety hazard.
- 11. Violation of or refusal to comply with laws and regulations when such conduct impairs the efficiency of the City service, or brings it into public disrepute.
- 12. Discourtesy to the public.
- 13. Intoxication or disorderly conduct while on duty; disgraceful conduct while on or off duty when such behavior threatens public order, safety, health or public respect for the City service.
- 14. Fighting on City property.
- 15. Possession and/or consumption of alcoholic beverages and/or controlled substances on City property or during work hours, except where authorized by Council or Mayor.
- 16. Unauthorized possession of firearms on City property or during work hours
- 17. Gambling on City property.
- 18. Reporting to work in an unfit condition (i.e., drug or alcohol related).
- 19. Sleeping during working hours.
- 20. Misuse or removal from the premises without proper authorization of the City, records, employee lists, plans, specifications, designs and confidential information of any nature whether verbal or written.
- 21. Conviction of a felony.
- 22. Neglect of job duties and responsibilities.
- 23. Absence without proper notification or reason.
- 24. Falsification of reasons for absence or tardiness.
- 25. Tardiness of an inordinate nature.
- 26. Use of abusive language.

#### Section 4. Grievances.

Any employee not agreeing with the disciplinary action shall have the right to use the grievance procedure found in Article 8.

#### Section 5. Letters of Discipline.

Any letter of discipline in a personnel file cannot be used for disciplinary action after 24 months.

## ARTICLE 8 GRIEVANCE PROCEDURE

#### Section 1. Definition of Grievance.

Grievance, as defined in these procedures, is a claim of an employee arising during the term of this contract, which is limited to matters concerning the application, meaning or interpretation of these rules. It is the intent of the City to provide fair and efficient means to receive, investigate and resolve

#### Section 7. Judicial Relief.

Nothing contained herein shall deprive an employee of the right to present grievance issues to courts of competent jurisdiction at any time.

# ARTICLE 9 SENIORITY

#### Section 1. Definition of Seniority.

Seniority is preference or priority by length of service when vacancies occur or new positions are created, the purpose of which is to provide declared policy of work security measured by length of service.

#### Section 2. Qualifications.

It is recognized, however, that in the practical application of this principle of seniority, the necessary ability, experience and physical fitness for the job must be considered. In the case of a promotion, transfer, or if a position vacancy occurs or a new position is created, the City will determine who is the most qualified person in terms of experience, job knowledge, skills and education for the position. Should the Union consider the City's decision concerning ability, experience or physical fitness unreasonable, it shall be a matter for consideration as a grievance by the employee and/or the Union in the manner provided for in this Agreement.

#### Section 3. Determination of Seniority.

The seniority of an employee is determined by the length of service computed in years, months and days from the date of the beginning of his/her last continuous employment.

#### Section 4. List of Employees.

The City agrees to furnish the Union a list of the employees within the unit showing the names of all employees in the order of their seniority ranking upon request. Protests of errors in or omissions from seniority rosters must be made to the City within thirty (30) days from the date of the furnishing of lists or the lists shall be deemed correct for all purposes.

#### Section 5. Resolution of Seniority.

Where two (2) or more employees have the same net credited service, seniority between them shall be determined by a flip of a coin.

#### Section 6. Termination of Seniority.

Seniority and employment relationship shall terminate when an employee:

- 1. Quits.
- 2. Is discharged for just cause.
- 3. Is retired.
- 4. Is absent for three (3) successive working days without notifying the City, unless he/she presents evidence to the satisfaction of the City that it was impossible for him/her to give such notification.
- 5. Fails to report at the end of a leave of absence including Union service and military leave.
- 6. Fails to report for work after a lay off within seven (7) days after being notified to return. The City shall notify in writing those employees who are to return to work after a lay off by mailing such notice by certified mail, return receipt requested, to the last address furnished the City by the employee in writing or personally delivered. Any employee thus notified must,

#### ARTICLE 11 LAY-OFFS, RESIGNATION, AND RECALL

#### Section 1. Lay-off.

An employee may be laid off because of a reduction in required personnel, reorganization of a Department or City function, a decrease in workload, or a lack of funds. Whenever possible, employees who are laid off in one Department shall be integrated into another Department by transfer. Any employee affected by lay-off through no fault of his/her own shall be eligible for reemployment. Written notice of lay-off shall be thirty (30) calendar days prior to the effective date unless of an emergency nature. In such case, notification shall explain the reason for such action.

#### Section 2. Lay-off and Recall.

In the case of recalls and lay-off, seniority shall prevail as provided for in this article as between employees competent to do the available work. Management shall be the judge of competency. Should the Union consider the City's decision of any question of competency unreasonable, it shall be a matter for consideration as a grievance by the employee and/or the Union in the manner provided for in this Agreement. Layoffs shall be made by the City based on (a) the multiple job skills recently or currently being performed by the employee, (b) the knowledge, skills, and abilities of the employee, (c) the performance appraisal of the employee including any recent or pending disciplinary actions involving the employee, (d) the employment policies and staffing needs of the department together with contracts, resolutions and statutes related thereto, (e) required federal, state, or local certifications or licenses, and (f) seniority.

<u>Section 3.</u> <u>Resignation.</u> An employee who desires to resign their position with the City in good standing shall provide a written resignation to their Department Administrator stating the effective date and reasons for such action. Notifications shall be provided not less than two weeks prior to the effective date unless otherwise waived by the Department Administrator or applicable Board. Employees who voluntarily resign and give no less than a two week notice shall be entitled to compensation for their earned and unused vacation leave.

#### Section 4. Benefits to Laid-Off Employees.

If, because of lack of work, it is necessary to lay-off a regular employee, he/she shall be entitled to:

- 1. The cash equivalent for any accrued vacation leave.
- 2. Priority for 24 months after lay off in consideration for any subsequent vacancy for which he/she qualifies.
- 3. Credit for 24 months after lay-off for prior service for seniority and other length of service benefits upon subsequent re-employment.

#### ARTICLE 12 NO STRIKE AND LOCKOUT

#### Section 1. General Prohibition.

The Union acknowledges that Section 48-821 of the Statutes of the State of Nebraska prohibits strikes. The Union agrees to abide by the laws of the State of Nebraska at all times.

#### Section 2. Union Obligations.

If a strike, slowdown or work stoppage occurs involving bargaining unit members which in any way hinders, delays, limits or suspends the continuity or efficiency of any service of the City, the City

#### Section 2. Benefit.

Vacation leave shall accrue as follows:

a.	Start through 9 years	7.00 hours per month – Maximum 168 hours
b.	10 years through 14 years	10.00 hours per month – Maximum 240 hours

#### Section 3. Vacation Request.

Requests for vacation must be submitted in advance to the supervisor for approval.

#### Section 4. Vacation Accrual.

An employee may accumulate no more than two (2) times what they can earn during that calendar year. Any accumulation in excess of the two (2) times shall be lost to the employee, except in the case of an emergency where special permission may be granted by the Mayor or the City Council President. For example, if an employee works one year and does not take any vacation, and in the second year he quits in the third month, he will receive the unused vacation time to date. If the employee does not take any vacation for two years, he cannot accrue any more vacation until used.

#### Section 5. Resignation.

Any employee covered by this vacation policy who leaves the employment of the City shall receive their accumulated vacation time.

#### Section 6. Rate of Pay.

The employee's vacation pay shall be at the normal rate of pay.

#### Section 7. Limit.

The City reserves the right to limit the number of employees on vacation at any given time.

#### Section 8. Incremental Use of Vacation Time.

Vacation time shall be taken in increments of at least one (1) hour.

#### Section 9. Use of Vacation Time.

Vacation leave shall not exceed two (2) consecutive weeks, unless permission is given by either the Mayor or the City Council President.

#### ARTICLE 15 SICK LEAVE

#### Section 1. Accrual.

Regular full-time employees may accrue sick leave at a rate of one day (8 hours) per month, up to a maximum of 960 hours. Sick leave ceases to accrue at the beginning of the first pay period of the month following the thirteenth (13<sup>th</sup>) full week of disability, or when an employee is granted and takes unpaid leave for any reason. Sick leave accrual will resume after the employee has returned to work.

#### Section 2. Management Rights.

Management may grant additional sick leave over and above accumulated sick leave, if required.

begin, and the expected date of return. The Mayor or respective Board shall approve or disapprove all requests for leave of absence. All benefits will cease during the leave of absence. Health insurance may be continued during the leave of absence at the employee's request. The employee must pay premiums during the leave of absence.

E. Military Leave. All employees, including elected officials who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve, shall be entitled to leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority in the active service of the State or of the United States, for a period not to exceed one hundred twenty (120) hours in any one calendar year. Such leave of absence shall be in addition to the employee's regular annual leave. When the Governor of this State shall declare that a state of emergency exists, and any of the persons named in this section are ordered to active service of the State, an additional leave of absence will be granted until such member is released from active service by competent authority. During the additional leave of absence because of the call of the Governor, any official or employee subject to the provisions of this section shall receive such portion of his or her salary or compensation as will equal the loss he or she may suffer while in active service of the State. Benefits will be paid according to State and Federal law.

## ARTICLE 17 ON THE JOB ACCIDENTS

#### Section 1. City Coverage.

The City shall maintain with a bonded and licensed insurance company adequate protection to comply with Nebraska Workers' Compensation law as amended. The insurance coverage shall provide for hospital, surgical and other medical expenses together with weekly compensation for any employee injured while on duty for the City as stipulated by the law.

# ARTICLE 18 EMPLOYEE INSURANCE PROGRAM

#### Section 1. In General.

The City maintains the following insurance and retirement programs for the benefit of its employees and encourages their participation. These plans are available to all regular employees of the City subject to the applicable waiting periods. The specifications and other details of each of these plans shall be made available to all employees upon request.

#### Section 2. Health Insurance:

- A. <u>Eligibility</u>. All full-time employees of the Employer who regularly work forty (40) or more hours per week will be eligible to enroll for coverage under this plan, provided such employee is a resident of the United States. Other employees such as part-time or seasonal employees will not be eligible to enroll for coverage under this Plan.
- B. <u>Expenses</u>. This policy provides for payment of medical expenses for introductory and regular employees and their dependents.
- C. <u>Premium</u>. For Plan A, the City shall pay 100% of the medical premium for the employee and The City shall pay 80% of the medical premium for dependent coverage where needed and

#### Section 3. Travel Time.

Employees shall be paid in accordance with the rate and schedules set forth herein for all time spent traveling from headquarters to job, job to job, and from job to headquarters. Headquarters means the regularly established reporting place.

#### Section 4. Hours Paid.

For the purposes of this contract, it is agreed that hours that are paid for will be treated the same as if the hours were worked. Compensatory time is not counted as hours worked in calculating overtime. Time sheets must be filled out daily showing specific work done, start time, breaks and ending time.

#### Section 5. Time Recording Devices.

The Company shall be permitted to install time recording devices at any or all work locations. Prior to the installation of any time recording device, the Company shall meet with the Union regarding the installation, the type of equipment being installed and the effective date of use subject to the following:

- A. Time recording devices will be used for the purpose of verifying start and stop times and hours worked by an employee. They will not be used as the primary method recording hours of work, but will be used as a method of verifying hours worked in the event of a dispute.
- B. Employees will be allowed to review time records at their option and to have a copy of such records.
- C. Overtime will be recorded and paid in tenths of an hour (six minute) increments.
- 1. If an employee works less than 4 minutes in a tenth hour increment he or she will not be paid for that tenth hour.
- 2. If an employee works five (5) minutes or more in a tenth hour increment, he or she shall be paid for that full tenth of an hour at the prevailing wage rate.
- D. The use of the time keeping device will not, on its own, constitute an authorization of overtime. Overtime must be specifically authorized by the employee's supervisor or manager.
- E. Employees shall be allowed to clock in 6 minutes before regular starting time and shall clock out no later than 6 minutes past regular quitting time, unless working authorized overtime. If the employee is called out for an emergency, they shall not be required to clock in or out.
- F. Employees shall clock in by the designated start time or they will be considered tardy.

#### ARTICLE 20

#### OVERTIME, CALL BACK PAY, REST BREAKS AND STANDBY PAY

#### Section 1. Overtime.

Overtime shall be based on a 40-hour workweek.

#### Section 2. Call Back Pay.

An employee being called back up to one (1) hour before the employee's normal starting time shall receive a minimum of two (2) hours pay at the applicable overtime rate. If the call back is one hour or less before regular work hours, overtime will be paid for the actual time worked.

<u>Section 5. Promotions (Procedure).</u> Promotions to a position with a higher rate of pay shall not be automatic. Promotion shall be made by department management only if a position exists, and only if the candidate has demonstrated outstanding performance as determined by department management.

# ARTICLE 22 SPECIAL PROVISIONS

#### Section 1. Licenses and Fees.

The City will pay the fees for all licenses required for its employees with the exception of the employee's regular driving license.

#### Section 2. Contracting Out Work.

In the event the City contracts for work, the City will make every effort, including possible transfer, to provide employment to any affected bargaining unit worker.

#### Section 3. Business Expense.

- A. <u>Meal/Lodging Expenses</u>. When employees are required to work other than during their regularly scheduled hours or out of their territory and it is necessary to purchase meals or lodging while engaged in such work, they shall be reimbursed for actual expenses, provided a claim therefore is filed within thirty (30) days, or appropriate per diem expenses as set by the City Council.
- B. <u>Training Expenses</u>. Regarding payment of expenses for employees attending approved training and/or educational functions or meetings:
- C. Hotel/Motel and meal charges shall be paid by the City for each employee when overnight lodging is required by the nature of the meeting or function, or appropriate per diem as set by the City Council.

#### Section 4. Equipment.

- A. <u>Tools/Equipment</u>. The City shall furnish all necessary tools and such protective equipment applicable to particular types of work such as rubber gloves, blankets, hoses, hard hats and other safety equipment, and it is the rule of the parties thereto that they be used. The said items will remain the property of the City. Employees are required to wear safety gear due to the working conditions. An employee violating this rule will receive a written warning for the first incident and for subsequent incidents may be subject to further disciplinary action. All employees are required to attend quarterly safety meetings.
- B. <u>Safety Glasses</u>. The City will furnish safety eyeglasses for employees working for the City. The City will pay for any increased cost between safety lenses and regular lenses for the employee requiring prescription lenses for the first pair following a modification in the employee's prescription.

Shirts/coats/jackets with holes, discoloration or any other unsatisfactory condition should be turned in to be replaced.

#### Section 10. Cell Phones

The City will provide cell phones to employees that are required to have cell phones. Departments included, but not limited to, are Electric, Street and Water/Sewer

#### ARTICLE 23 CONTRACT REOPENER

The Agreement shall continue in full force and effect from year to year after expiration, unless written notice is given by either party hereto to the other on or before one hundred twenty (120) days prior to September 30, 2022 requesting that the Agreement be amended or canceled. Any notice of desire to change, amend, modify or cancel this Agreement by either party shall serve to reopen this Agreement for bargaining by each party as to all terms and conditions thereof.

## ARTICLE 24 DURATION & SIGNATURE

#### A. Duration

This Agreement shall be effective on the date of ratification and shall continue in effect from October 1<sup>st</sup>, 2019 to September 30<sup>th</sup>, 2022.

#### **B.** Retroactivity

All wages shall be retroactive to October 1<sup>st</sup>, 2019.

#### C. Signature Clause

IN WITNESS WHEREOF the parties hereto have cauthorized representatives on the dates indicated.	caused this Agreement to be executed by their duly
CITY OF BROKEN BOW, NEBRASKA	LOCAL 1597 I.B.E.W.

Mayor	Business Manager
President of City Council	_
City Administrator	
City Administrator	

2020-2021 - 2.25% Cost of Living

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TITLE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Apprentice W/S Worker	\$15.71	\$16.35	\$17.02	\$17.68	\$18.34	\$18.99	\$19.66	\$20.32	\$20.99
Assistant Library Director	\$13.48	\$14.10	\$14.73	\$15.35	\$15.98	\$16.62	\$17.23	\$17.86	\$18.52
Childrens Service Asst	\$13.25	\$13.69	\$14.12	\$14.56	\$15.00	\$15.44	\$15.87	\$16.30	\$16.77
Groundman	\$16.98	\$17.71	\$18.43	\$19.16	\$19.88	\$20.61	\$21.32	\$22.06	\$22.78
Handi Bus Driver	\$11.07	\$11.76	\$12.43	\$13.12	\$13.81	\$14.49	\$15.17	\$15.84	\$16.53
Heavy Equipment Operator	\$17.23	\$17.82	\$18.39	\$18.98	\$19.56	\$20.14	\$20.72	\$21.31	\$21.88
Library Aide	\$10.26	\$10.62	\$10.98	\$11.32	\$11.70	\$12.03	\$12.38	\$12.76	\$13.11
Library Clerk	\$10.06	\$10.49	\$10.91	\$11.33	\$11.76	\$12.19	\$12.62	\$13.03	\$13.47
Line Foreman	\$26.31	\$27.24	\$28.16	\$29.09	\$30.03	\$30.95	\$31.88	\$32.81	\$33.74
Lineman	\$22.88	\$23.90	\$24.89	\$25.87	\$26.86	\$27.87	\$28.87	\$29.85	\$30.84
Parks Foreman	\$19.12	\$19.96	\$20.83	\$21.64	\$22.46	\$23.29	\$24.12	\$24.96	\$25.76
Power Plant Operator	\$22.23	\$22.96	\$23.68	\$24.42	\$25.12	\$25.86	\$26.60	\$27.32	\$28.04
Street Foreman	\$21.10	\$21.89	\$22.70	\$23.49	\$24.26	\$25.07	\$25.86	\$26.66	\$27.46
Street Park Ground Maint.	\$15.01	\$15.58	\$16.16	\$16.75	\$17.30	\$17.88	\$18.50	\$19.04	\$19.63
Util. Sec/Bookkeeper	\$14.96	\$15.66	\$16.36	\$17.08	\$17.78	\$18.48	\$19.18	\$19.89	\$20.57
Utility Wrk/Gen Mntc	\$14.48	\$15.05	\$15.61	\$16.19	\$16.75	\$17.29	\$17.87	\$18.42	\$18.99
Water/Sewer Foreman	\$26.31	\$27.24	\$28.16	\$29.09	\$30.03	\$30.95	\$31.88	\$32.81	\$33.74
Water/Sewer Operator	\$17.59	\$18.35	\$19.16	\$19.93	\$20.72	\$21.50	\$22.27	\$23.06	\$23.82

#### CITY OF BROKEN BOW, NEBRASKA AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION NO. 1597

#### SCHEDULE "B" - DEDUCTIBLES EFFECTIVE JANUARY 1, 2019 - DECEMBER 31, 2022

#### OPTION A

	Midlands Choice	Non-Network Providers					
	Providers						
DEDUCTIBLE, PER CALENDAR YEAR							
Per Covered Person	FY 2019-2022 \$250.00	FY 2019-2022 \$350.00					
Per Family Unit	FY 2019-2022 \$500.00	FY 2019-2022 \$700.00					

#### **OPTION B (HSA)**

	Midlands Choice	Non-Network					
	Providers	Providers					
Aggregated Deductible, Per Calendar Year							
Self-Only Coverage							
	FY 2019-\$1,350.00	FY 2019 -\$1,700.00					
	FY 2020-2022 –	FY 2020-2022 -					
	\$1,400.00	\$1,750.00					
Family Coverage							
	FY 2019-\$2,700.00	FY 2019-\$3,700.00					
	FY 2020-2022 -	FY 2020-2022 -					
	\$2,800.00	\$3,800.00					

Employees are eligible to have withdrawals from their paychecks to contribute to their HSA, and the withdrawals will be deposited in the employees HSA accounts. The City will not contribute to the employees HSA accounts.