

RESOLUTION 2025-19

A RESOLUTION APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BROKEN BOW, NEBRASKA, AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL UNION NO. 1597.

WHEREAS, the City of Broken Bow, Nebraska, a city of the second class, and the International Brotherhood of Electrical Workers (IBEW), Local Union No. 1597, have negotiated and come to an agreement concerning a Collective Bargaining Agreement; and

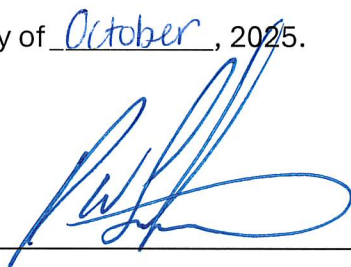
WHEREAS, the duly authorized representatives of the International Brotherhood of Electrical Workers (IBEW), Local Union No. 1597, have signed the proposed Collective Bargaining Agreement; and

WHEREAS, said Collective Bargaining Agreement establishes terms and conditions of employment, including but not limited to wages, hours, benefits, and other working conditions for the covered employees; and

WHEREAS, a copy of said Collective Bargaining Agreement is marked Exhibit "A," attached hereto, and incorporated herein by reference.

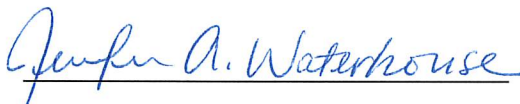
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Broken Bow, Nebraska, that the Collective Bargaining Agreement with the International Brotherhood of Electrical Workers (IBEW), Local Union No. 1597, is hereby approved and ratified, and that the Mayor is hereby authorized to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 14th day of October, 2025.



Rodney W. Sonnichsen, Mayor

ATTEST:



Jennifer A. Waterhouse, City Clerk



Exhibit A

CITY OF BROKEN BOW, NEBRASKA

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION NO. 1597

COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2025 - SEPTEMBER 30, 2028

CITY OF BROKEN BOW, NEBRASKA

AND

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION NO. 1597

COLLECTIVE BARGAINING AGREEMENT

OCTOBER 1, 2025 - SEPTEMBER 30, 2028



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PREAMBLE

This agreement is executed this ____ to day of _____, 2025 by and between the City of Broken Bow, ("City") and Local Union No. 1597 of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO ("Union").

This Agreement made and entered into, when signed by the proper officers of the City and the Local Union and approved by the President of the International Brotherhood of Electrical Workers, shall become operative as of October 1, 2025, and shall expire September 30, 2028. In consideration of the dynamic and unpredictable nature of the current economic landscape and the difficulty in forecasting future inflationary and market circumstances, a yearly wage opener shall be included.

ARTICLE 1

PURPOSE OF AGREEMENT

The purpose of the City and the Union in entering this labor agreement is to promote harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and conditions of employment.

ARTICLE 2

RECOGNITION

Section 1. Bargaining Unit.

The City recognizes the Union as the exclusive bargaining agent for: All full-time and regular part-time employees of the City of Broken Bow including Journeyman Lineman, Apprentice Lineman, Children's Library Assistant, Groundsman, Handi-Bus Driver, Heavy Equipment Operator, Library Aide, Assistant Library Director, Library Clerk, Power Plant Operator/Locator, Apprentice Water/Sewer Worker, Water/Sewer Operator, Street Park Ground Maintenance, Foreman in supervisory positions in Parks, Streets, Electric, and Water/Sewer Departments as listed in Attachment "A" and excluding elected officials and all Police Department employees and supervisory positions which include City Administrator, Fire Chief, Emergency Services Director, Emergency Services Department Head, Library Director, Overseer of Streets and Parks, Water/Sewer Superintendent, City Clerk, Deputy Clerk, Treasurer, Utility Clerk, part-time and seasonal employees.

Section 2. Union Recognition.

The City recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to hours, wages, and other conditions of employment for all employees covered by this Agreement.

Section 3. Union Membership.

The City recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or any of its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit Union membership on the Employer's time. Neither the City nor the Union will willfully, orally or in writing, make untruthful statements concerning the other party or its representative.

Section 4. Position Titles/Rates of Pay.

There is attached hereto and made a part hereof Attachment "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. Introductory Employees 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. Regular Full-time Employees are those persons employed by the City whose employment is continuous and who works at least forty (40) hours per week.
- C. Regular Part-time Employees 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. Seasonal Employees 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 employee's support and further the principles of the Equal Opportunity Acts of the United States and the State of Nebraska.

ARTICLE 4
MANAGEMENT RIGHTS

Section 1. Recognition of Management Rights.

Nothing in this Contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City under the laws of the State of Nebraska. The City shall not be deemed to have agreed to any restrictions upon the manner of exercising its powers and duties other than those clearly specified in this Contract, but are not limited to the following:

1. The right to determine, effectuate, and implement the objectives and goals of the City.
2. The right to manage and supervise all operations and functions of the City.
3. The right to determine services to be provided, including the right to establish, allocate, schedule, assign, modify, change, subcontract and discontinue City operations, work shifts, and working hours, including overtime hours.
4. The right to establish, modify, change, and discontinue work standards.
5. The right to direct and arrange working forces including the right to hire, examine, classify, promote, train, transfer, assign, and retain employees; maintain discipline and control and use of City property; suspend, demote, discharge, or take other disciplinary action against employees with or without cause; and to relieve employees from duties due to lack of work, lack of funds, a decision to subcontract or discontinue City operations or other legitimate reasons.
6. The right to increase, reduce, change, modify, and alter the composition and size of the workforce.
7. The right to determine, establish, change, modify, and implement policies for the selection, training, transfer, reorganization, and promotion of employees.
8. The right to create, establish, change, modify, and discontinue any City function, operation, and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of the City property and personnel.
10. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies, which are not mandatory topics of bargaining, or in direct conflict with any provision of this Contract.
11. The right to determine and enforce employee's quality and quantity standards.
12. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.
13. The right to establish work rules on subjects that are not mandatory bargaining subjects.
14. If it is determined that there is a conflict between the Personnel Handbook and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Handbook are specifically addressed in the Contract.

ARTICLE 5
CONDUCT OF UNION AFFAIRS

Section 1. Union Business.

All employees including Union officers and representatives shall not conduct any Union activity or Union business during working hours except as specifically authorized by the provisions of this Agreement. Each employee is expected to perform full-time work except when specifically authorized by the terms of this Agreement.

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 members' 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.

ARTICLE 7
DISCIPLINARY ACTION

Section 1. Purpose.

The purpose of this Article is to state the City's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels. The City's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Section 2. Discipline.

Disciplinary actions are not necessarily sequential and shall include but not be limited to the following:

1. Oral reprimand.
2. Written reprimand.
3. Disciplinary probation.
4. Suspension - All suspensions shall be without pay.
5. Step reduction within pay grade.
6. Discharge.

Disciplinary action may be imposed on an employee for cause and shall be reasonable, fair, and commensurate with the offense and the past history of the employee. Disciplinary action imposed, other than oral reprimands, may be processed as a grievance through the grievance procedure provided in this contract. These grievance procedures do not apply to probationary employees.

If the City determines that an employee must be suspended, that employee may not use vacation time while on suspension. However, if an employee is suspended, the employee will continue to accrue vacation during the suspension provided the discipline does not result in termination.

Section 3. Grounds for Discipline.

- A. It is assumed that all employees of the City of Broken Bow will conduct themselves in a manner most socially acceptable and productive to the effort of the City at all times. However, when infractions do occur, it is the policy of the City that its disciplinary procedures be specific and structured so that the type of action involved, and not the individual involved, is the controlling factor in determining the level of discipline required.
- B. When changes in employee behavior are required, it is the responsibility of each appointing authority and/or supervisor to take the appropriate corrective and instructional actions promptly, in such a manner as to clearly indicate to the employee both the error involved and the correct or acceptable action(s) necessary. All disciplinary actions should be documented and a report included in the employee's record and a copy of the same delivered to the Mayor.

- C. The employer has the right to suspend and/or terminate any employee immediately for just cause. Just cause, for the purpose of termination or suspension, can be based upon but is not limited to the following:
1. Unauthorized removal from City premises or use of City property.
 2. Falsification of employment application or other employee reports, records, or timecards.
 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 employee grievances and complaints. Every employee shall discuss informally any grievance with his/her supervisor without prejudice against him/her. If the employee is not satisfied, he/she is provided with the means to pursue the grievance.

Section 2. Processing of Grievance.

Any grievance, submitted under the provisions of this article, may be presented and processed individually by the employee or a representative of the employee's choice.

Section 3. Grievance Form.

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

Section 4. Definition of Days.

The term "days" as used in this Article shall mean calendar days except where otherwise specified.

Section 5. Employee Grievance.

The following procedure shall be used in the submission of a grievance, as defined in Section 1 hereof.

Step 1. The aggrieved employee shall first submit his/her grievance in writing to his/her Department Administrator within ten (10) calendar days from the date on which the employee becomes aware of such grievance. The Department Administrator shall attempt to adjust the matter and shall respond in writing within twenty-one (21) calendar days from its presentation.

Step 2. If satisfactory settlement is not reached in Step 1, the employee may, within ten (10) calendar days from the date of the Department Administrator's written response, request further review by the City Administrator. The City Administrator or designee shall meet with the Business Manager of the Local Union or designee within fifteen (15) calendar days of the employee's request in an attempt to settle the grievance. The City Administrator shall make a written determination within twenty-one (21) calendar days of receipt of the written grievance.

Step 3. If satisfactory settlement is not reached in Step 2, the employee may, within ten (10) calendar days from the date of the City Administrator's written response, request further review by the Mayor. The Mayor or designee shall meet with the Business Manager of the Local or designee within fifteen (15) calendar days of the employee's request in an attempt to settle the

grievance. The Mayor shall make a determination within twenty-one (21) calendar days of receipt of the written grievance.

Section 6. Time Limits.

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

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 layoff 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 layoff 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, within three (3) days after the receipt of such notification, advise the City whether he/she intends to return to work and must report for work within seven (7) days after such receipt unless such time is extended in writing by the City. The seven-day period mentioned previously in this paragraph shall commence on the date of mailing or date personally served. Each employee shall keep the City advised of his/her correct address.
7. Is laid off for a continuous period of twenty-four (24) months.
8. Is absent for eighteen (18) months, or a time equal to one-half (1/2) seniority time, whichever is less, because of a non-occupational injury or illness unless such time is extended in writing by the Employer.
9. Is absent for twenty-four (24) months, or a time equal to one-half (1/2) seniority time, whichever is less, because of an occupational injury or illness unless such time is extended in writing by the City.

ARTICLE 10

JOB VACANCY/POSTING/NEW POSITION

Section 1. Job Vacancy.

A regular job vacancy shall be considered to exist only when an employee holding such job quits or retires or is discharged, when a new job is created, or when a job becomes vacant as a result of an employee bidding and being accepted on another job.

Section 2. Job Posting.

If a regular job vacancy occurs and it is the City's decision that such job shall be filled, the job will be posted for a period of ten (10) working days, during which time all employees will be permitted to bid for the job. Posting will be accomplished by posting on the bulletin board at the plant, the shop, and the field office. At the end of ten (10) working days, bids will be closed. The City will select the employee to fill the job. An employee who has been selected to fill a vacancy or a new job under the provisions of this Article shall be given a period (trial period) of not to exceed ten (10) days actually worked to prove his/her ability to perform the work, unless it is apparent that the employee is not qualified.

Section 3. New Positions.

In the event it becomes necessary to establish new positions or to substantially change job descriptions during the term of this Agreement, the City agrees to meet with representatives of the Union to review such position description and negotiate wage rates for the new position. The

City agrees to furnish to the employee, copies of any job descriptions or any changes to job descriptions made by the City.

Section 4. Pay for New Position.

An employee who is awarded a new position will begin receiving the pay for the new position on his/her award date. The award date is the date an employee is scheduled to begin work in a new position. In no case will the award date be postponed beyond ten (10) working days of the awarding of a position.

Section 5. Nebraska Law.

The provisions of this article are subject to the provisions of Nebraska law relating to veteran's preference in employment.

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 re-employment. 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.

Section 3. Resignation.

An employee who desires to resign his/her 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 layoff in consideration for any subsequent vacancy for which he/she qualifies.
3. Credit for 24 months after layoff 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 shall promptly notify the Union representative as designated in this Agreement. The Union also agrees to use its best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. Each employee covered by this Contract, who violates any provisions of this Article may be discharged or otherwise disciplined by the City as provided elsewhere in this Contract.

ARTICLE 13

HOLIDAYS

Section 1. Benefit.

The City will pay each of its regular employees who are not required to be on duty eight (8) hours or four (4) hours of regular pay, depending on whether it is a full day or half day, for the following days which are defined as holidays for employees in the bargaining unit:

1. New Year's Day
2. Martin Luther King Jr. Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve and New Year's Eve Afternoons
12. Christmas Day

Section 2. Holiday Schedule.

When a holiday falls on Sunday, the following Monday is considered to be the holiday. When a holiday falls on Saturday, the preceding Friday is considered the holiday.

Section 3. Holiday Pay.

The employee shall be paid for 8 hours Holiday pay at the straight-time pay rate. If the employee must work on the holiday, he or she will be paid for the hours worked at one and one-half times the straight pay. Example: Assume the employee gets paid \$10.00 per hour. If the employee works 2 hours on a holiday, he/she will get paid 8 hours Holiday pay (8 x \$10 = \$80) plus 2 hours at one and one-half time pay (\$15) (2 x \$15 = \$30) for a total of \$110.00.

ARTICLE 14
VACATIONS

Section 1. Vacation Provisions.

The following provisions apply to only introductory and full-time employees. Seasonal and part-time employees are expressly excluded.

Section 2. Benefit.

Vacation leave shall accrue as follows:

- a. Start through 9 years.....7.00 hours per month - Maximum 324 hours.
- b. 10 years through 14 years.....10.00 hours per month - Maximum 324 hours.
- c. 15 years through 19 years.....12.00 hours per month - Maximum 324 hours.
- d. 20 years through thereafter.....13.50 hours per month - Maximum 324 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 City Administrator or Mayor. For example, if an employee works for 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 half (½) hour.

Section 9. Use of Vacation Time.

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

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 (13th) 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.

Section 3. Reporting.

Absence due to sickness must be reported promptly and any employee, when claiming sick pay, may be required to substantiate such claim by a statement of facts and a doctor's certification in the following cases:

- A. Illness lasts more than three (3) days.
- B. The employee uses more than six (6) days of sick leave in any calendar month.

Section 4. Use of Sick Leave.

Sick leave may be used in cases of serious illness or for appointments if the employee's assistance is needed in the employee's immediate family, which is limited to spouse, children, stepchildren, parent, parent-in-law, brother, sister, grandparent, or grandchild of a specific employee. Sick leave must be used in ½ hour increments.

Section 5. Sick Leave Pay.

Sick leave shall be paid at the employee's normal rate of pay.

Section 6. Coordination of Benefits.

Sick leave may be coordinated with any benefits received by the employee for the City Workers' compensation plan, short-term or long-term disability plans or other group accident proceeds for which the City provides coverage premiums not to exceed one hundred percent (100%) of base pay, and will continue only until total accumulation of sick leave has been used or until the effective date of Social Security benefits, whichever occurs first.

ARTICLE 16
LEAVE OF ABSENCE

Section 1. Leaves of Absence.

The City will grant leave of absence with pay to a regular employee, but not to an introductory employee, for the following reasons and subject to the applied restrictions:

- A. Funeral Leave. In the event of a death of an employee's immediate family member, daughter-in-law/son-in-law, brother-in-law/sister-in-law and grandparents-in-law, the

employee will be given time off with pay, to make arrangements and/or attend the funeral. Employees must discuss with their supervisor the amount of time that they will actually need. Department Administrators may grant up to three (3) days of paid funeral leave per immediate family member or daughter-in-law/son-in-law, brother-in-law/sister-in-law, and grandparents-in-law if necessary. Employees may use vacation time or an unpaid day to attend the funeral of a close friend or distant relative.

- B. Voting. Any employee eligible to vote at any election held within the State of Nebraska shall, on the day of such election be granted time to go to the polls if his job duties do not allow him to vote while the polls are open.
- C. Jury Duty/Comi Pay. When a regular employee has been absent from work because of jury service or is subpoenaed as a witness because of something that occurred during the course of his regular employment to which he was a witness, he shall be paid his regular pay by the City with the understanding that at the completion of his jury service, he shall present his jury service checks to the City, and that the amount of such checks, less the amount included for traveling expenses, shall be deducted from his next regular paycheck.
- D. Leave of Absence. Regular full-time employees may request a leave of absence without pay. The request for the leave of absence shall contain the reason for the request, the date that the leave is to begin, and the expected date of return. The City Administrator and/or Mayor 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.
- F. Volunteer Fire Department Absence. Employees who are members of an area volunteer fire department may leave work to assist with an incident, when serious threats to life or property are present. Example: A vehicle accident or a structure fire would qualify, but a "lift assist" or storm spotting would not qualify. When possible, the employee must clock

out prior to leaving. In cases where utilizing the time clock would seriously hinder the employee's ability to respond to such an incident prudently, the employee may forgo clocking out with the understanding that their timecard will be adjusted retroactively. Prior to leaving for an emergency call, the employee must provide notice to the City that they are leaving for an emergency response. Preferably the employee will provide such notice to their supervisor, however when their supervisor or foreman is not available, a coworker may be utilized to deliver this notice to the appropriate chain of command. Documentation of volunteer fire department absences must be noted on the employee's timecard to ensure accurate reflection on payroll. The employee will continue to receive pay as if clocked in up to the end of that workday. Employees are expected to return to work as soon as possible when the incident is resolved or the severity is mitigated to the point where personnel is released from the scene.

If an incident is large enough to require multiple days before resolution, employees will be allotted a maximum of ten (10) hours of paid time per month. If an employee exceeds their ten (10) hours they may utilize vacation, compensatory time, or choose to have an unpaid-excused absence.

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. All on-job accidents will require an urinalysis.

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. Eligibility. 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. Expenses. This policy provides for payment of medical expenses for introductory and regular employees and their dependents.
- C. Premium. 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 the employee shall pay the remaining 20% of the premium.
- D. Deductible. See Attachment "B"

- E. Co-Insurance. The employee's out-of-pocket expense will depend upon which plan the employee has for coverage.

Section 3. Retirement Plan.

The City shall provide a retirement plan for its employees, and it shall be funded as follows:

- A. Employee Contribution. The employee shall contribute 6% of his/her base salary.
- B. Employer Contribution. The City shall match the 6% contribution.

Section 4. Life Insurance.

The City shall furnish a life insurance policy for each employee for the amount of \$18,000.00. The premium shall be 100% paid by the City.

Section 5. Dental/Vision Coverage.

The City shall furnish a dental/vision plan for the employees with the City paying 100% of the premium for single coverage. Dependent coverage shall be available to those employees needing such coverage. The premium for dependent coverage shall be 100% paid for by the employee.

Section 6. Insurance Plan Decisions.

The City will not make any changes or improvements in these benefits during the term of this Agreement, unless mutually agreed to by the City and the Union.

ARTICLE 19
HOURS OF WORK

Section 1. Work week.

The City operates on a 40-hour work week, 8-hour workday, excluding Saturdays and Sundays, starting normally at 8:00 a.m. Monday and ending at 5:00 p.m. on Friday, except when a recognized holiday or day established for such falls in the work week, or when operations require otherwise. Employees shall receive a 48-hour notice of any schedule change, except in cases of emergency. Summer hours shall start at 7:00 a.m. and end at 4:00 p.m. for the Street, Park, Electric, and Water/Sewer Departments. Summer hours shall begin at the Mayor's discretion but shall start no later than May 1st and end no later than September 30th. The person who is on call for that week shall work from 8:00 a.m. to 5:00 p.m. The hours for the utility office and library staff shall be according to the general advertised operating hours.

Section 2. Breaks.

Employees shall be granted a fifteen (15) minute break once between starting time and the noon meal and once between the noon break and quitting time. Intermission for lunch shall be for one (1) hour to be taken at the midday break.

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 of 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, MUTUAL AID, 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 one (1) hour before or after the employee's normal starting/ending time, the employee(s) shall receive a minimum of two (2) hours pay at the applicable overtime rate. If the call back is one hour or less after regular work hours, overtime will be paid for the actual time worked but the two (2) minimum hours shall not apply.

Section 3. Rest Breaks.

When an employee is required to work more than sixteen (16) hours in any twenty-four (24) hour period, the employee shall be granted a rest break of eight (8) hours.

Section 4. Standby Pay.

- A. Pay. Hourly employees while on standby duty shall be paid one (1) hour of their straight time rate of pay for each day of required standby.
- B. Available. Employees must be available while on call and be able to clock in at the employee's normal time clock within 30 minutes.
- C. Called Out Procedure. If the employee is called out while on standby, the employee will be paid the regular overtime rate for all hours worked. Employees scheduled for call will find their own replacement if they are not available.
- D. Schedule. The standby week shall begin at 8:00 AM on Wednesday and shall run until 8:00 AM the following Wednesday.
- E. Mutual Aid. If the Electrical Department is called upon to provide mutual aid assistance to another community, the employee(s) responding to the mutual aid incident will be paid at their overtime rate.

ARTICLE 21
EMPLOYEE EVALUATION & WAGES

Section 1. Pay Line Progression (Existing Employees).

All employees assigned to the job classifications listed shall be eligible to increase one step on this pay grid as of the first day of the first full pay period following the anniversary date (date of hire) if performance (as judged by department management) is acceptable. Acceptable will be defined as a score of 3.0 on an evaluation scale of 1.0 – 5.0.

Section 2. Pay Line Progression (New Employees).

New employees will normally be placed at Step 1 of their job classification for a six-month orientation period. At the end of six months, employees shall be eligible to move to Step 2 if performance (as judged by department management) is adequate. Employees shall be eligible to move from Step 2 through the remaining steps on the pay grid after completing twelve (12) months on such step. Movement along the pay line shall not be automatic and shall be contingent upon the employee performing adequately as judged by department management. Employees reaching the maximum amount for their job classification pay line shall be frozen and shall not receive an increase until and unless the pay grid increases.

Section 3. Management Prerogative.

The City maintains the prerogative to initially place new employees at a rate of pay (or a step) higher than the minimum rate of pay for their job classification based upon job experience and

market comparisons. In addition, the City reserves the right to pay more than the amounts listed on this pay grid in the sole and complete discretion of the City.

Section 4. Promotions (Pay).

Employees promoted from one job classification to another job classification shall either be placed on the minimum rate of pay for the new job classification or the step which is next highest above their existing rate of pay if the job classification has steps. All employees shall be eligible to increase one step on the pay grid as of the first day of the month next following the anniversary date (date of hire) if performance (as judged by department management) is acceptable.

Section 5. Promotions (Procedure).

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. Meal/Lodging Expenses. 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. Training Expenses. 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. Tools/Equipment. 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. Safety Glasses. The City will provide 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.

- C. Clothing. The City shall provide the following clothing to the employees.
1. Street/Parks Department: Each employee shall be provided with five (5) short and long-sleeved T shirts and a Hooded Sweatshirt in either safety orange or hi-vis yellow/green. The City shall replace the clothing as needed.
 2. Water/Sewer Department: Each employee shall be provided with five (5) traffic safety shirts and a Hooded Sweatshirt in either safety orange or hi-vis yellow/green and shall replace clothing as needed.
 3. Electric Department: Each employee shall be provided with five (5) fire retardant (henceforth referred to as FR) shirts and five (5) FR pants of their choice and style that shall be replaced as needed. Each employee shall be provided with the proper FR outer wear that is needed for the various weather conditions.
 4. Street/Parks, Water/Sewer, Electric Departments: The City will reimburse each employee \$300 annually for boots once employee is removed from introductory status.

Section 5. Examination.

Urinalyses testing will be conducted at random on all Union and City employees. The City shall pay for the costs of the urinalyses testing. Post accident urinalyses will be required.

Section 6. Outside Employment.

Employees may accept part-time jobs outside municipal employment if there is no conflict in working hours; if the other job does not create financial conflict of interest with their employment; and if working efficiency in the job is not reduced. The immediate supervisor and the City must approve outside employment. Approval for outside employment cannot be unreasonably withheld.

Section 7. Travel Expenses.

If an employee is required to use their personal vehicle to travel because of City business, the City will reimburse the employee at the IRS allowable rate per mile. Employees requesting reimbursement of travel expenses must fill out a request for reimbursement and turn it in to their Department Administrator.

Section 8. Compensatory Time.

Employees may elect to receive compensatory time off in lieu of overtime pay for overtime worked. For each hour of overtime worked, the employee will be entitled to one and one-half hours of compensatory time and shall not exceed 80 hours. All compensatory time will be paid out to the employee upon termination of employment.

Section 9. Pay Periods.

The pay period shall start at 12:00 AM on Sunday and shall run until 11 :59 PM on Saturday. Payday shall be every other Wednesday throughout the year.

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, Parks, and Water/Sewer.

ARTICLE 23

CONTRACT REOPENER

The Agreement shall continue in full force and effect from year to year with a yearly wage opener until 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, 2028, 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, 2025, through September 30, 2028.

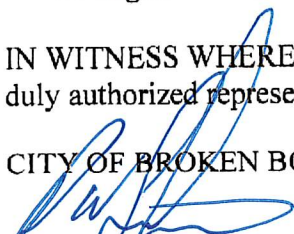
B. Retroactivity

All wages shall be retroactive to October 1, 2025.

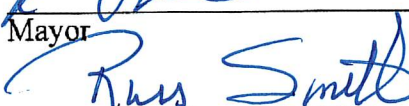
C. Signature Clause

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated.

CITY OF BROKEN BOW, NEBRASKA



Mayor

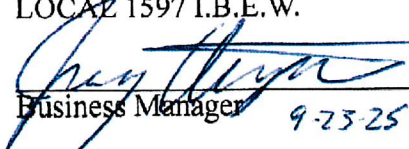


President of City Council



City Administrator

LOCAL 1597 I.B.E.W.



Business Manager 9-23-25

ATTACHMENT "A"

Position Titles/Rates of Pay (10/01/25 - 09/30/26)

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

2025-2026 3% COLA & Wage Adjustments	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Apprentice W/S Worker	\$20.03	\$20.85	\$21.71	\$22.55	\$23.39	\$24.22	\$25.07	\$25.91	\$26.76
Water/Sewer Operator 1	\$23.33	\$24.34	\$25.41	\$26.44	\$27.49	\$28.52	\$29.54	\$30.59	\$31.60
Water/Sewer Operator 2	\$28.52	\$29.54	\$30.59	\$31.60	\$32.64	\$33.72	\$34.84	\$35.98	\$37.28
Water Foreman	\$34.90	\$36.13	\$37.34	\$38.58	\$39.83	\$41.05	\$42.28	\$43.51	\$44.74
Sewer Foreman	\$34.90	\$36.13	\$37.34	\$38.58	\$39.83	\$41.05	\$42.28	\$43.51	\$44.74
Groundman	\$21.65	\$22.58	\$23.50	\$24.43	\$25.36	\$26.29	\$27.18	\$28.13	\$29.06
Apprentice Lineman	\$29.18	\$30.48	\$31.73	\$32.99	\$34.25	\$35.55	\$36.81	\$38.07	\$39.33
Journeyman Lineman					\$38.11	\$39.55	\$40.96	\$42.37	\$43.76
Line Foreman	\$34.90	\$36.13	\$37.34	\$38.58	\$39.83	\$41.05	\$42.28	\$43.51	\$44.74
Power Plant Operator Locator	\$28.52	\$29.54	\$30.59	\$31.60	\$32.64	\$33.72	\$34.84	\$35.98	\$37.28
Street/Park Ground Maint.	\$19.15	\$19.87	\$20.60	\$21.36	\$22.06	\$22.80	\$23.59	\$24.29	\$25.03
Maintenance/Janitorial	\$19.15	\$19.87	\$20.60	\$21.36	\$22.06	\$22.80	\$23.59	\$24.29	\$25.03
Heavy Equipment Operator	\$22.85	\$23.64	\$24.39	\$25.16	\$25.94	\$26.71	\$27.49	\$28.26	\$29.02
Parks Foreman	\$25.37	\$26.47	\$27.63	\$28.70	\$29.79	\$30.88	\$31.99	\$33.10	\$34.16
Street Foreman	\$27.99	\$29.04	\$30.11	\$31.16	\$32.18	\$33.25	\$34.30	\$35.36	\$36.42
Handi Bus Driver	\$15.00	\$15.93	\$16.83	\$17.78	\$18.71	\$19.62	\$20.54	\$21.46	\$22.38
Library Clerk	\$15.00	\$15.65	\$16.27	\$16.90	\$17.55	\$18.18	\$18.84	\$19.45	\$20.10
Library Aide	\$15.00	\$15.52	\$16.04	\$16.54	\$17.09	\$17.58	\$18.10	\$18.65	\$19.16
Children's Library Asst	\$18.07	\$18.68	\$19.26	\$19.86	\$20.48	\$21.07	\$21.66	\$22.24	\$22.88
Assistant Library Director	\$18.39	\$19.23	\$20.10	\$20.94	\$21.81	\$22.68	\$23.51	\$24.38	\$25.27

ATTACHMENT "B"

Insurance Deductibles

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

	Midlands Choice Providers	Non-Network Providers
DEDUCTIBLE, PER CALENDAR YEAR		
Per Covered Person	FY 2026-2028 \$250.00	FY 2026-2028 \$350.00
Per Family Unit	FY 2026-2028 \$500.00	FY 2026-2028 \$700.00