
Watch the meeting livestream at <https://www.youtube.com/@FallsCityNE/streams>

The City Council may vote to go into Closed Session on any agenda item as allowed by State Law.

1. Mayors Statement of Meeting Procedures
 2. Roll Call
 3. Pledge of Allegiance
 4. Mayors Report
 5. City Administrators Report
 6. Chief of Police Report
 7. Monthly Report of the Southeast Nebraska Land Bank – No Meeting Held in September
-

ROUTINE BUSINESS

1. Discussion & Action – Agenda Approval
 2. Discussion & Action – Minutes Approval for September 3, 2025
 3. Discussion & Action – Claims Approval for October 7, 2025
-

OLD BUSINESS

None

REGULAR BUSINESS

1. Discussion & Action – Request for a special designate liquor license for November 8, 2025 at Prichard Auditorium | Successful Ventures LLC
2. Discussion & Action – Appointment of John sample to the Falls city Volunteer Fire Department as recommended by Mayor Harkendorff
3. Discussion & Action – Request to block of Lane Street from 19th Street to 26th Street on October 31, 2025 from 5-9 PM | Holly Westengaard
4. Discussion & Action – Review of budget committee roles/responsibilities and quarterly meeting schedule | Council President Leyden
5. Discussion & Action – Consider authorization to execute a Labor Agreement between the City of Falls City and the Communication Workers of America (CWA) as recommended by the CWA Negotiation Committee

6. Discussion & Action – Consider authorization to execute a Labor Agreement between the City of Falls City and the International Brotherhood of Electrical Workers (IBEW) Local 1536 as recommended by the IBEW Negotiation Committee
7. Discussion & Action – Consider renewal of insurance with Miller Farrell for enterprise operations and boiler/machinery totaling \$345,186.00 for Fiscal year 2025/2026

ADJOURNMENT

Anthony Nussbaum, City Clerk

September 29, 2025

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 29th day of September 2025, at 5:30 o' clock P.M. Council met in special session. Mayor Harkendorff called the meeting to order, and Clerk Nussbaum recorded the minutes of the meeting. On roll call the following Council persons were present: Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. Absent: Buckminster. Notice of the meeting was given in advance thereof by publication in a newspaper of general circulation within the governing body's jurisdiction on Wednesday, September 24th, 2025. Notice of this meeting was given to the Mayor and all persons of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the attendance of the public. Mayor Harkendorff publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

**COMBINATION BUDGET HEARING AND SPECIAL HEARING TO SET THE FINAL TAX REQUEST FOR FISCAL
YEAR 2025/2026**

Mayor Harkendorff declared a public hearing open at 5:32 P.M. for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating the proposed budget for the fiscal year 2025/2026. A total of three (3) copies of the detailed budget and budget documents were made available to the public. City Administrator Nussbaum outlined the key provisions of the proposed budget, including but not limited to a comparison with the prior year budget. Mayor Harkendorff then asked if there was anyone in the audience who wished to speak in favor or opposition. There was no public comment. Mayor Harkendorff then declared the public hearing closed at 5:56 P.M.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 5:56 P.M.

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by Mayor Harkendorff and Council on September 29, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least three (3) copies of all reproducible material discussed at the meeting was available at the meeting for examination and copying by persons of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to persons of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

CITY CLERK

MAYOR

September 29, 2025

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 29th day of September 2025, at 6:00 o' clock P.M. Council met in special session. Mayor Harkendorff called the meeting to order, and Clerk Nussbaum recorded the minutes of the meeting. On roll call the following Council persons were present: Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. Absent: Buckminster. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Mayor and all persons of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the attendance of the public. Mayor Harkendorff publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

AGENDA APPROVAL FOR SEPTEMBER 29, 2025

A motion was made by Council Member Ferguson and seconded by Council Member K. Killingsworth to approve the agenda as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster. Motion carried.

MINUTES APPROVAL FOR SEPTEMBER 15, 2025

A motion was made by Council person Leyden and seconded by Council person F. Killingsworth to approve the minutes for September 15, 2025, as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster. Motion carried

CLAIMS APPROVAL FOR SEPTEMBER 30, 2025

A motion was made by Council person Ferguson and seconded by Council person Leyden to approve the claims for September 30, 2025, as amended adding MEAN claim onto the report. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster. Motion carried

CONSIDER RESOLUTION ADOPTING THE FISCAL YEAR 2025/2026 BUDGET AS RECOMMENDED BY THE BUDGET COMMITTEE

A motion was made by Council person Leyden and seconded by Council person Ruiz to adopt the resolution as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster. Motion carried.

CONSIDER RESOLUTION SETTING THE FISCAL YEAR PROPERTY TAX REQUEST

A motion was made by Council person Leyden and seconded by Council person Fouraker to adopt the resolution as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Buckminster. Motion carried.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:05 P.M.

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by Mayor Harkendorff and Council on September 29, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least three (3) copies of all reproducible

material discussed at the meeting was available at the meeting for examination and copying by persons of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to persons of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

CITY CLERK

MAYOR



City of Falls City, NE

Claims Report - 10.07.2025

By Fund

Payment Dates 10/1/2025 - 10/7/2025

Vendor Name	Description (Item)	Amount
Fund: 100 - General		
American National Bank	HSA	-100.00
American National Bank	HSA	-100.00
American National Bank	HSA	-500.00
American National Bank	HSA	-470.00
American National Bank	HSA	-500.00
American National Bank	HSA	-250.00
American National Bank	HSA	-100.00
American National Bank	HSA	500.00
American National Bank	HSA	470.00
American National Bank	HSA	500.00
American National Bank	HSA	250.00
American National Bank	HSA	100.00
AMERITAS BILLING	457 Pre Tax Percentage	159.31
Aflac	AFLAC	12.23
Aflac	AFLAC	337.20
Aflac	AFLAC	30.00
CWA Dues	CWA Union Dues	77.72
Medica Insurance	Group Health	17,891.96
IBEW Local Union #1536	IBEW Union Dues	133.82
International Union of Operati	IUOE Union Dues	197.52
Dearborn Life Insurance Com	Life Insurance	269.68
Nebraska Dept of Revenue	Garnishment	250.00
Ameritas	Pension 457 Pre-Tax	30.00
Ameritas	Retirement 501a	366.80
Ameritas	Retirement 501a	325.06
Ameritas	Retirement 501a	260.44
Ameritas	Retirement 501a	214.18
Ameritas	Retirement 501a	229.16
Ameritas	Retirement 501a	318.62
Ameritas	Retirement 501a	285.36
Ameritas	Retirement 501a	305.42
Ameritas	Retirement 501a	252.00
Ameritas	Retirement 501a	268.20
Ameritas	Retirement 501a	331.40
Ameritas	Retirement 501a	314.20
Ameritas	Retirement 501a	316.70
Ameritas	Retirement 501a	234.90
Ameritas	Retirement 501a	224.86
Ameritas	Retirement 501a	314.98
Ameritas	Retirement 501a	203.32
Ameritas	Retirement 501a	193.64
Ameritas	Retirement 501a	281.46
Ameritas	Retirement 501a	332.12
Ameritas	Retirement 501a	200.92
Ameritas	Retirement 501a	293.00
Ameritas	Retirement 501a	177.22
Ameritas	Retirement 501a	307.42
Ameritas	Retirement 501a	130.70
Ameritas	Retirement 501a	265.14
Ameritas	Retirement 501a	286.18
Ameritas	Retirement 501a	202.56
American National Bank	HSA	100.00
American National Bank	HSA	100.00

Additional claims are being added. An updated claim report will be provided at the meeting.

Vendor Name	Description (Item)	Amount
American National Bank	HSA	50.00
American National Bank	HSA	20.00
Ameritas	Retirement 501a	385.32
Ameritas	Retirement 501a	400.90
Ameritas	Retirement 501a	372.38
Ameritas	Retirement 501a	381.98
Nebraska Department of Reve	State W/H Tax	3,191.61
Department of the Treasury	Federal W/H	6,881.06
Department of the Treasury	Medicare Tax	2,503.38
Department of the Treasury	Social Security Tax	10,704.00
Fund 100 - General Total:		51,716.03
Fund: 150 - Parks		
Kathie Vice	Rental AddOn Payment for Ca	50.00
Charlene Chellew	Rental AddOn Payment for Ca	50.00
Sophia Decker	Rental AddOn Payment for Ca	50.00
Sarah Mount	Rental AddOn Payment for Ca	50.00
Patrick Kean	Rental AddOn Payment for Ca	50.00
Fund 150 - Parks Total:		250.00
Fund: 151 - Auditorim		
Meyer Home Center	Elkay filtered water fountain L	1,797.10
Fund 151 - Auditorim Total:		1,797.10
Fund: 190 - Streets		
True Ag & Turf, LLC	Rhino 6200 Base Cutter	13,000.00
Fund 190 - Streets Total:		13,000.00
Fund: 600 - Electric		
Dollar General Store	9 volt batteries (E1654)	21.82
Dollar General Store	C cell batteries (E1653)	21.39
Dollar General Store	Battery AA Alkaline (E1655)	18.49
Dollar General Store	Pinesol (X208)	12.90
Dollar General Store	Dawn Dish Soap (X211)	12.58
Dollar General Store	409 Cleaner (X209)	9.14
Dollar General Store	D cell batteries (E1651)	42.79
Dollar General Store	Pinesol (X209)	-12.90
Dollar General Store	D Cell Batteries (E1651)	-42.79
Dollar General Store	C cell batteries (E1653)	-21.39
Dollar General Store	409 Cleaner (x209)	-9.14
Dollar General Store	Dawn Dish Soap	-12.58
Dollar General Store	9 Volt Batteries (E1654)	-21.82
Dollar General Store	Battery AA Alkaline (E1655)	-18.49
SUNBELT SOLOMON SERVICES	75 KVA 2400/4160 x 7970/13	1,720.00
Husker Electric Supply	#12 THHN solid CU wire YELL	94.60
Husker Electric Supply	#12 THHN solid CU wire WHIT	94.60
Husker Electric Supply	12" adjustable wrench Klein D	94.36
Husker Electric Supply	line pliers Klein D2000-9NE (E	74.09
Husker Electric Supply	10" adjustable wrench Klein D	70.33
Husker Electric Supply	4" screwdriver Klein 600-4 (E1	18.79
Husker Electric Supply	4" Phillips screwdriver Klein 6	15.78
Neutron Industries	Automatic scent sprayer (X2	717.38
Border States	Photo Control Intermatic #K4	26.90
Border States	helix anchor Chance E102-163	900.08
American National Bank	HSA	-1,075.00
American National Bank	HSA	-442.30
American National Bank	HSA	-325.00
American National Bank	HSA	-1,000.00
American National Bank	HSA	-250.00
American National Bank	HSA	1,075.00
American National Bank	HSA	442.30
American National Bank	HSA	325.00
American National Bank	HSA	1,000.00

Vendor Name	Description (Item)	Amount
American National Bank	HSA	250.00
Seiler Instrument & Manufact	CAT-OD-PR-10-NR	337.50
AMERITAS BILLING	457 Pre Tax Percentage	83.53
Aflac	AFLAC	32.72
Aflac	AFLAC	43.14
CWA Dues	CWA Union Dues	175.43
Medica Insurance	Group Health	15,706.01
IBEW Local Union #1536	IBEW Union Dues	314.49
Dearborn Life Insurance Com	Life Insurance	186.30
Ameritas	Pension 457 Pre-Tax	592.31
Ameritas	Pension 457 Pre-Tax	300.00
Ameritas	Pension 457 Pre-Tax	68.26
Ameritas	Pension 457 Pre-Tax	150.00
Ameritas	Pension 457 Pre-Tax	600.00
Ameritas	Pension 457 Pre-Tax	300.00
Ameritas	Retirement 501a	447.60
Ameritas	Retirement 501a	306.36
Ameritas	Retirement 501a	288.38
Ameritas	Retirement 501a	495.28
Ameritas	Retirement 501a	334.12
Ameritas	Retirement 501a	430.98
Ameritas	Retirement 501a	365.18
Ameritas	Retirement 501a	275.22
Ameritas	Retirement 501a	270.34
Ameritas	Retirement 501a	285.66
Ameritas	Retirement 501a	312.56
Ameritas	Retirement 501a	296.30
Ameritas	Retirement 501a	243.12
Ameritas	Retirement 501a	258.82
Ameritas	Retirement 501a	441.32
Ameritas	Retirement 501a	256.46
Ameritas	Retirement 501a	421.64
Ameritas	Retirement 501a	223.34
Ameritas	Retirement 501a	355.92
Ameritas	Retirement 501a	355.40
Ameritas	Retirement 501a	272.44
Ameritas	Retirement 501a	171.94
Ameritas	Retirement 501a	209.86
American National Bank	HSA	215.00
American National Bank	HSA	88.46
American National Bank	HSA	65.00
American National Bank	HSA	200.00
American National Bank	HSA	50.00
Department of the Treasury	Medicare Tax	1,926.54
Department of the Treasury	Social Security Tax	8,237.42
Nebraska Department of Reve	State W/H Tax	2,425.17
Department of the Treasury	Federal W/H	5,306.76
Fund 600 - Electric Total:		48,549.19
Fund: 610 - Water		
Seiler Instrument & Manufact	CAT-OD-PR-10-NR	337.50
Fund 610 - Water Total:		337.50
Fund: 620 - Gas		
Industrial Sales Company Inc	Alcohol cleaning pads Electrof	254.80
KOONS GAS MEASUREMENT (gas meter 425 Cu Ft (G4211)	1,556.67
Fund 620 - Gas Total:		1,811.47
Grand Total:		117,461.29

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - General	51,716.03	51,916.03
150 - Parks	250.00	0.00
151 - Auditorim	1,797.10	0.00
190 - Streets	13,000.00	0.00
600 - Electric	48,549.19	44,384.78
610 - Water	337.50	0.00
620 - Gas	1,811.47	0.00
Grand Total:	117,461.29	96,300.81

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-01-00-21151	Payroll Deductions Paya	51,716.03	51,916.03
150-05-51-21600	Deposits Payable	250.00	0.00
151-05-51-52093	Building/Grounds Maint	1,797.10	0.00
190-03-31-53250	Other Capital Equipment	13,000.00	0.00
600-07-00-10500	Inventory-Electric Gener	3,826.91	0.00
600-07-00-21151	Payroll Deductions Paya	44,384.78	44,384.78
600-07-61-52195	Technology Expense	337.50	0.00
610-07-65-52195	Technology Expense	337.50	0.00
620-07-63-10500	Inventory-Gas	1,811.47	0.00
Grand Total:		117,461.29	96,300.81

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	117,461.29	96,300.81
Grand Total:	117,461.29	96,300.81

City of Falls City
2307 Barada Street
Falls City, NE 68355

P: (402) 245-2851
F: (402) 245-2741
fallscitynebraska.org

REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One): ☒ City Council ☐ Board of Public Works

Date: 9-10-25 Phone No: 309-991-2739

Name: Bradly Thuernagle Email: acrossthetrax.adams@gmail.com

Address: 633 Main St Adams NE 68301

Description of Topic & Desired Resolution:

SDL Application for Prichard Auditorium. Quarter auction in November.

Signature of Requester: [Signature]

For City Use only

Received by:

Date:

Action Taken:

AW

10/3/25

Added onto 10/6/25 agenda

SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION

301 CENTENNIAL MALL SOUTH

PO BOX 95046

LINCOLN, NE 68509-5046

PHONE: (402) 471-2571

FAX: (402) 471-2814

EMAIL: lcc.sdl.licensing@nebraska.gov

WEBSITE: www.lcc.nebraska.gov

123208

Successful Ventures LLC

License #

Licensee Name/Non-Profit Organization

Event location name: Prichard Auditorium

Event address/location: 312 W 17th St Falls City NE 68355

Event date(s): 11-8-25

Event start time(s): 4:00PM

Event end time(s): 2:00AM

Indoor area to be licensed in length & width: 124 X 71

Outdoor area to be licensed in length & width: _____ X _____ (Must submit a diagram)

Alternate dates/times: _____

Alternate location name/location: _____

Type of alcohol to be served: Beer XX Wine XX Distilled Spirits XX

Event contact name: Bradly Thuernagle Event contact phone number: 308-991-2739

Event contact Email: acrossthetrax.adams@gmail.com

*Signature Authorized Representative: 

Local Governing Body completes below:

The local governing body for the City of _____ **OR**

County of _____ approves the issuance of a Special Designated License as requested above.

Local Governing Body Authorized Signature

Date

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Requested Board to Review (Select One): ☒ **City Council** ☐ **Board of Public Works**

Date: September 22, 2025

Phone No: 402-801-0425

Name: Falls City Volunteer F.D.

Email: fcfd@sentco.net

Address: 1820 Towle St

Description of Topic & Desired Resolution:

The Falls City Volunteer Fire Department does hereby request the

name of John Sample to be appointed to our Rooster

He has shown interest and wants to get involved in the

community and help when he can. Please see attached

his approval at the Volunteer's meeting held 9/8/2025

If appointed he will be on a probation period for two years

per our bylaws Article 1 Section 4

Signature of Requester:

Jon M. McQueen

For City Use only

Received by:

SN

Date:

10/3/25

Action Taken:

Added onto 10/6/25 agenda

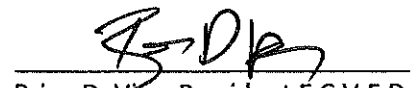
TO: Mayor Harkendorff & City Council Members

September 22, 2025

Subject: Appointment of New Member

At the September 8th meeting of the Falls City Volunteer Fire Department the application from John Sample, came before the membership present, and was put to a vote to accept him as a new member. He meets the qualifications set forth in our Constitution and per Article I Section 2:

"The Fire Chief shall recommend the appointment of all new members of the Falls City Volunteer Fire Department to the Mayor who may make such appointment subject to review and approval by the City Council of the City of Falls City, Nebraska."


Fire Chief Matt C. Beer
Brian D. Vice, President F.C.V.F.D.

on red/black scandisk

Approved by Volunteer 9-8-25

FALLS CITY VOLUNTEER FIRE DEPARTMENT APPLICATION

NAME; John E. Sample SPOUSE'S NAME; _____
First Middle Last (if applicable)

ADDRESS; 404 W 27th St HOME PHONE; 308-760-7186

DATE OF BIRTH; 3-29-79 SEX; Male RACE; White

OCCUPATION; Truck Driver EMPLOYER & PHONE; Southeast Ready Mix

OPERATOR'S LICENSE NUMBER/STATE; H2239758 VALID; ☒ Y ☐ N

LIST ANY TRAFFIC VIOLATIONS YOU HAVE BEEN CITED FOR IN THE
LAST FIVE YEARS (USE BACK OF PAGE IF NECESSARY) _____

ANY MEDICAL OR PHYSICAL LIMITATIONS; Y ☒ N ☐ _____

PERSONAL PHYSICIAN; Dr. Alan Trump PHONE; 402-245-3232

DO YOU HAVE ANY PRIOR FIREFIGHTER TRAINING; Y ☒ N ☐ LIST; _____

LIST ANY CRIMINAL OFFENCES YOU HAVE BEEN 'CHARGED' WITH; _____

WHY WOULD YOU LIKE TO JOIN? moved here 2 years ago wanting to

REFERENCES- NAME; Paul Baumgartner PHONE; 402-245-0837

NAME; Jake Cochran PHONE; 402-801-2418

I authorize the investigation of all statements contained in this application. I have provided all information truthfully and any misstatement, misrepresentation or omission of any material fact constitutes cause of nonacceptance from the fire department. I hereby attest that I am not addicted to drugs or alcohol.

If accepted by the fire department, I will abide by all bylaws, rules, regulation and statues governing the fire department and the Officers. I agree that any equipment or property of the fire department issued to me belongs to the fire department and is to be returned immediately upon my leaving the fire department. I understand that being placed on probationary status by the fire department and officers does not guarantee full membership on the fire department at the end of the probationary period.

APPLICANT'S SIGNATURE; John E. Sample DATE; 8-6-25

Place any other information you feel relevant on the back of this page

Be involved +
Contribute back
to Community

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REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One): ☒ **City Council** ☐ **Board of Public Works**

Date: 9/24/25 **Phone No:** 402-416-8229

Name: Holly Westengaard **Email:** hols1015@yahoo.com

Address: 2421 Lane St.

Description of Topic & Desired Resolution:

Request to temporarily block off Lane Street from 19th to 26th
streets on Halloween 10/31/25 from 5pm-9pm.

Signature of Requester:

Holly Westengaard

For City Use only

Received by:

AN

Date:

10/3/25

Action Taken:

Added to 10/6/25 agenda

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Falls City, NE 68355

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REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



CITY CLERK

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Requested Board to Review (Select One): ☒ City Council ☐ Board of Public Works

Date: 9/26/2025 Phone No: _____

Name: Derrick Leyden Email: _____

Address: 701 E 14th St Falls City, NE

Description of Topic & Desired Resolution:

Propose to set dates for quarterly City Council Budget Committee Meeting for the 2027 budget process

Proposed Dates & Time: 11/12/2025, 2/11/2026, 5/13/2026, 8/12/2026; all meetings at 4:00pm

Signature of Requester: _____

For City Use only

Received by: AN

Date: 9/26/25

Action Taken: Added info 10/6/25 agenda



COLLECTIVE BARGAINING AGREEMENT (“CBA”)

BETWEEN

THE CITY OF FALLS CITY, NEBRASKA

AND

COMMUNICATIONS WORKERS OF AMERICA OCTOBER 1,

2025, THROUGH SEPTEMBER 30, 2028



TABLE OF CONTENTS

Table of Contents

AGREEMENT.....	3
PURPOSE AND INTENT OF THE PARTIES.....	3
ARTICLE 1 UNION RECOGNITION.....	3
ARTICLE 2 DEFINITIONS	3
ARTICLE 3 WORKING HOURS.....	3
ARTICLE 4 OVERTIME	3
ARTICLE 5 CTO TIME	4
ARTICLE 6 CALL BACK TIME	4
ARTICLE 7 ON-CALL TIME	4
ARTICLE 8	5
RATE OF PAY FOR WORK PERFORMED.....	5
ARTICLE 9 PENSION	5
ARTICLE 10 TRAVEL ALLOWANCE	5
ARTICLE 11 CAFETERIA PLAN	6
ARTICLE 12 HEALTH INSURANCE.....	6
ARTICLE 13 GROUP LIFE INSURANCE	6
ARTICLE 14	7
GROUP DISABILITY INSURANCE	7
ARTICLE 15	7
GROUP DENTAL AND VISION INSURANCE	7
ARTICLE 16 REQUEST FOR TIME OFF.....	7
ARTICLE 17 VACATION.....	7
ARTICLE 18 HOLIDAY LEAVE.....	8
ARTICLE 19 COMMUNITY SERVICE LEAVE.....	9
ARTICLE 20 SICK LEAVE	9
ARTICLE 21 MATERNITY LEAVE.....	9
ARTICLE 22 FAMILY LEAVE ACTS	10
ARTICLE 23 BEREAVEMENT LEAVE	10
ARTICLE 24	10
PALLBEARER OR HONOR GUARD LEAVE	10
ARTICLE 25 JURY DUTY	11
ARTICLE 26 MILITARY LEAVE.....	11

ARTICLE 27 LEAVE OF ABSENCE..... 11

ARTICLE 28 MANAGEMENT RIGHTS..... 11

ARTICLE 29 12

NO STRIKES OR LOCKOUTS..... 12

ARTICLE 30 12

NO DISCRIMINATION..... 12

ARTICLE 31 GENERAL PROVISIONS..... 12

ARTICLE 32 UNION BUSINESS..... 12

ARTICLE 33 12

PAYROLL DEDUCTION OF UNION DUES 12

ARTICLE 34 BULLETIN BOARDS 12

ARTICLE 35 POSTING..... 13

ARTICLE 36 PROBATION 13

ARTICLE 37 GRIEVANCE PROCEDURE..... 13

ARTICLE 38 SAVINGS CLAUSE..... 14

ARTICLE 39 SEVERABILITY 14

ARTICLE 40 DURATION..... 14

ARTICLE 41 WORK RULES 14

ARTICLE 42 14

NEGOTIATING A REPLACEMENT CONTRACT..... 14

EXHIBIT A..... 17

OCTOBER 1, 2025 – SEPTEMBER 30, 2028, SALARY SCALE 17

OCTOBER 1, 2026 – SEPTEMBER 30, 2027, SALARY SCALE (4% INCREASE) 17

OCTOBER 1, 2027 – SEPTEMBER 30, 2028, SALARY SCALE (3% INCREASE) 18

AGREEMENT

THIS AGREEMENT effective upon signing for a term ending at midnight on September 30, 2028, between the City of Falls City (hereinafter referred to as the "City"), and the Communications Workers of America, (hereinafter referred to as the "Union").

PURPOSE AND INTENT OF THE PARTIES

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 1 UNION RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative of the supervisory employees of the City as listed in Exhibit A.

ARTICLE 2 DEFINITIONS

1. Full-Time Employee. Any employee that shall work a minimum of thirty (30) hours per week on a continuous weekly basis for 52 weeks per year, except for approved fringe benefits taken off as set by the policies of the Governing Body.
2. Break in Service. A break in service shall be defined as a retirement, resignation, or dismissal as of the last working day. Any former employee who is re-employed shall be treated in all respects as a new employee, and the benefits, including longevity, sick leave, holidays, vacations, and personal leave.
3. Part-Time Employee. Any employee that works less than an average of 30 hours per week on a continuous weekly basis for 52 weeks per year. No fringe benefits shall apply or be paid to part-time employees. Part-time employees shall be paid overtime only after 40 hours of work in one work week.

ARTICLE 3 WORKING HOURS

Eight (8) hours shall constitute a regular workday and forty (40) hours, or five (5) days shall constitute a regular work week. The regular workweek shall commence at 12:01 a.m. on Monday. In departments with continuous shifts the workweek begins at the beginning of the first regularly scheduled shift on Sunday. These hours of commencement may be changed by the City.

Payroll will be direct deposit into designated accounts set up by employees at time of hire. Paycheck stubs shall be made available electronically through the Employee Self-Service (ESS) portal by 9:00 a.m. on the designated payday. Paper paystubs will no longer be issued.

ARTICLE 4 OVERTIME

Overtime will be paid to supervisory employees for those hours worked in excess of forty (40) hours in any one week. All paid hours shall be considered hours worked for the computation of overtime. An employee will not be required to have his/her hours flexed to avoid overtime. For example, an employee

who works nine (9) hours per day for four (4) consecutive workdays will not be scheduled for only four (4) hours on the fifth consecutive day to avoid overtime.

ARTICLE 5 CTO TIME

In lieu of payment for overtime hours worked, the hourly supervisory employees may elect to take compensatory time off (CTO). One and one-half hours of compensatory time shall be credited for each overtime hour worked. Unused accumulated compensatory time may be converted to overtime pay only upon termination of employment, unless otherwise authorized by the City Administrator. Compensatory time off which is earned and accrued is capped at eighty (80) hours. Compensatory time shall be used only upon the approval of the employee's supervisor. Any compensatory time not used shall be paid upon termination at the rate of pay as required by law.

ARTICLE 6 CALL BACK TIME

When an hourly supervisory employee is called back into work at a time not immediately before or after his regular shift, said employee shall be paid for a minimum of two hours of work except when the employee is on-call as found in Article 7 and their normal work hours are 7 a.m. to 4 p.m. All work must be completed before the employee leaves work, including all required documentation. Employees who are called back to work during said two-hour call back time will not be eligible for a second call back time.

ARTICLE 7 ON-CALL TIME

The City shall have on-call time for supervisory employees and shall follow the following policies:

1. All supervisory employees will be on call in the department's regular rotation.
2. All employees while on call shall carry a department issued on-call cell phone so the employee can be notified.
3. The employee on-call carrying the department issued on-call phone will be allowed to forward all phone calls to their personal cell phone.
4. The employee on call will respond to the item the employee is being contacted for within a maximum of thirty (30) minutes.
5. In case of an emergency, the employee on call shall still notify their immediate supervisor and if their supervisor is unavailable the employee shall notify the department manager.
6. There shall be a policy established by the City Administrator for the number of people placed on call at any given one time per department if said department requires on-call personnel to be determined.
7. Employees shall be compensated for on-call time at a rate of \$50.00 per day provided; however, the City shall not be liable for more than one (1) on-call payment per day, per department.
8. To receive the daily on-call pay, an employee must perform coverage of the daily on-call shift for more than fifty percent (50%) of the entire daily on-call shift. Employees shall have the right to have another employee cover the on-call in their absence during the daily on-call shift.

ARTICLE 8 RATE OF PAY FOR WORK PERFORMED

Effective the first regular pay period beginning in October 2025, the rate of pay for the contract year for work performed by the various classes of employees under this Agreement are set out in the Wage Scale, Exhibit A, attached hereto and incorporated herein by reference. The City and the Union further agree to collaborate throughout the term of this Agreement on reviewing and, as necessary, modifying class title names in relation to revised job descriptions, with the intent of ensuring that titles and descriptions remain consistent with and reflective of City operations.

An employee shall be eligible for a one step merit pay increase after satisfactory completion of a one (1) year period beginning with the original date of employment in the job classification. The one-step merit pay increase shall take effect on the regular pay period closest to the employee's anniversary date, whether immediately before or after, whichever is nearest. Satisfactory completion is defined as receiving a total score between 20 and 30 on the employee's annual performance evaluation. The City may place an employee on a higher step during the year based on meritorious job performance.

ARTICLE 9 PENSION

All full-time employees will be covered by a retirement plan. Full-time employees must participate in the plan as long as they are employees of the City. Employee contributions shall be 7% of gross pay. City's contribution shall be 7% of each employee's gross pay. Employee contribution shall be withheld from the employee's check every pay period.

Full-time supervisory employees shall be fully vested in the Pension Plan 20% after one (1) year, 40% after two (2) years, 60% after three (3) years, 80% after four (4) years and 100% after five (5) years of employment.

The City shall amend its plan to allow for investment of vested City contribution by employee as allowed by law after 100% vesting.

A joint committee shall be formed by the City, IBEW Union and CWA Union to study and make recommendations on the pension fund. The committee shall have not more than two (2) members from the CWA Union. The City shall notify the Union committee members by email and shall be notified 1 week prior to the scheduled meeting to allow sufficient time for the employee to attend.

ARTICLE 10 TRAVEL ALLOWANCE

Travel time is compensated in accordance with Fair Labor Standards Act. The City will provide a City vehicle for employees' travel unless, with the approval of management, said employee is authorized to use their own vehicle. When employees are required to travel on behalf of the City and use their own vehicle on City business, they will be reimbursed at the corresponding federal mileage rate. Meal per diems will be paid based upon the most current "CONUS Rates" as set forth by the U.S. General Services Administration. CONUS rates shall apply to all overnight travel, as well as to single-day travel when the employee is required to travel at least 50 miles away from their base location for 8 hours or more. In such cases, a partial per diem may be provided without triggering a full-day per diem.

ARTICLE 11 CAFETERIA PLAN

The City shall maintain a plan under Section 125 of the Internal Revenue Code to allow employees to choose certain benefits to be paid from pre-tax payroll deductions. Employees who have signed up for a high-deductible health insurance plan are not eligible for a flexible health spending account under a cafeteria plan.

ARTICLE 12 HEALTH INSURANCE

The City of Falls City shall maintain a group health insurance policy on the employees of the City of Falls City, which policy shall include a dependent policy option for all full-time City employees. The City shall pay 100% of the single premium cost for each employee of the City or in the event an employee selects employee/spouse, employee/child or the family policy option, the City shall then pay 85% of the elected option premium cost for said employee of the City and the employee shall then pay 15% of the elected option premium cost. Any sum due from the employee herein shall be paid by the City deducting such payment from his or her paycheck to pay for such coverage.

Employees who have health insurance through a spouse or from other sources, once verified, can opt to take in lieu of benefit payments of five hundred fifty dollars (\$550.00) monthly. This amount shall be added to the employee's paycheck. An employee who is married to another City employee and covered on the spouse's policy is not eligible for in lieu of benefits.

Employees shall have the ability to choose between a traditional plan or a qualified high-deductible plan. The City may self-insure and purchase higher deductible plans by reimbursing the deductible down on the traditional or high-deductible plan to the agreed upon deductibles. The deductible for both plans will be determined annually through the recommendation of the insurance committee, with approval by the City Council and the appropriate Unions.

The City shall fund the employees' HSA/HRA for those who have selected the high-deductible medical plans including administrative fees for active employees. This funding shall be placed in an HSA/HRA account in the employee's name. The funding level shall be determined annually through the recommendation of the insurance committee, with approval of the City Council and the appropriate Unions. The City shall contribute to each eligible employee's Health Savings Account (HSA) on a per-pay-period basis, with contributions made during each of the 26 regular payroll periods throughout the calendar year. The annual City contribution shall be divided evenly across those pay periods.

To conform to past practice, the City shall have the right to change its health insurance carrier, plan benefits, or design that will generally match market comparability. Market comparability shall be determined by employing generally accepted Commission of Industrial Relations Standards, with comparisons made to CIR-appropriate public sector employers.

A joint Health Insurance/Wellness committee of City officials and employees shall study and make recommendations on health insurance options. The committee shall have no more than two (2) members from the Union and shall be notified by email one (1) week prior to the scheduled committee meetings to allow sufficient time to attend.

ARTICLE 13 GROUP LIFE INSURANCE

The City of Falls City shall obtain a \$20,000 group term life insurance contract with accidental death and disability for each of the full-time supervisory employees covered by this Agreement and shall pay the

premiums for such policy. Employees may purchase additional group term life insurance at their costs as allowed by the insurer.

ARTICLE 14 GROUP DISABILITY INSURANCE

Employees may obtain a group disability insurance policy to be used by all City employees. Such policies shall be at employee's cost. Employees recognize that such group insurance is only available if a qualified number of employees agree to subscribe.

ARTICLE 15 GROUP DENTAL AND VISION INSURANCE

Employees may obtain a group dental and vision insurance policy to be used by all City employees. Such policies shall be at employee's cost. Employees recognize that such group insurance is only available if a qualified number of employees agree to subscribe.

ARTICLE 16 REQUEST FOR TIME OFF

Except as allowed under Articles 22 and 27, employees will be allowed to take time off only if such employee actually has accumulated time, whether it be vacation, holidays, sick leave, personal leave, etc. All time taken off by an employee must be requested through a supervisor and approved by a supervisor. The request shall be submitted in writing. The supervisor may at his/her discretion authorize or deny said request subject to the Department rules and regulations.

ARTICLE 17 VACATION

All full-time supervisory employees of the City who have been in the employment of the City continuously for twelve (12) months shall be eligible for vacation leave with pay. Authorized leave shall be computed on the following basis:

- Upon completion of one year continuous service – 6 days vacation
- Upon completion of two years continuous service – 10 days vacation
- Upon completion of three years continuous service – 11 days vacation
- Upon completion of four years continuous service – 12 days vacation
- Upon completion of five years continuous service – 13 days vacation
- Upon completion of six years continuous service – 14 days vacation
- Upon completion of eight years continuous service – 15 days vacation
- Upon completion of ten years continuous service – 16 days vacation
- Upon completion of 12 years continuous service – 17 days vacation
- Upon completion of 14 years continuous service – 18 days vacation
- Upon completion of 16 years continuous service – 19 days vacation
- Upon completion of 17 years continuous service – 20 days vacation
- Upon completion of 20 years continuous service – 22 days vacation
- Upon completion of 25 years continuous service – 25 days vacation

Vacation hours earned on an annual basis shall be prorated for hourly employees normally scheduled to work more or less hours each week than those specifically set out.

Vacation time is accumulated from the time of employment until the same date of the following year.

Vacation shall be taken within one (1) year of the date received each year.

No vacation time will be paid prior to vacation taken.

Vacation shall be taken within one (1) year from the date received each year, however, prior to the one (1) year anniversary vacation date, any employee may carry over no more than two (2) weeks into the following year, at which time the total vacation must be taken within six (6) months thereafter or said carryover vacation will be paid to the employee within thirty (30) days of the 6-month deadline. If an employee has had an extended illness with an extended recovery time in excess of a 30-day period and at least fifteen (15) days prior to the anniversary vacation date; then more than two (2) weeks of vacation time may be carried over if approved by the City Administrator. If scheduling carryover vacation is not feasible, employee will be paid in lieu.

Any employee that has been employed with the City for a period of three (3) years or more and is still in good standing with the City and after giving the proper two (2) weeks notice of termination of employment, will receive all accrued vacation time. Any vacation pay (including unused vacation hours) or other pay, other than regular salary, will be paid as severance pay, with the employee receiving, a check including severance pay and regular pay.

Any employee may donate a portion of his/her vacation to another employee who has used all of their own leave due to a serious illness if approved by the City Administrator.

ARTICLE 18 HOLIDAY LEAVE

The following days are to be considered as "holidays" within the meaning of this Agreement:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
Personal Holiday

If an hourly paid non-shift worker supervisor works a holiday, he/she is entitled to compensation at the overtime rate plus their regular holiday pay. Shift workers who are regularly scheduled to work on a holiday and whose regularly scheduled shift begins on a holiday shall be paid double time for all hours worked. In addition, they shall have the option of receiving either regular holiday pay for the worked holiday or an additional substitute holiday. The substitute holiday must be used within one year from the date it is granted. When a holiday occurs on Sunday, it will be observed on the following Monday; when a holiday occurs on Saturday, it will be observed on the preceding Friday.

There shall be no accumulation of personal holidays. Employees requesting a personal holiday must schedule the time through their supervisor and shall be required to schedule the time as stated in the

requirements for requesting time off. The increment of time to be taken for a personal holiday is eight (8) hours, which must be used all at one time. The personal holiday must be used within the fiscal year which ends September 30 or you will lose it.

ARTICLE 19 COMMUNITY SERVICE LEAVE

Supervisory employees shall receive paid time off to give blood at the bloodmobile in Falls City, Nebraska. Such time off must be scheduled through the employee's supervisor. Employees whom are members of the Volunteer Ambulance Squad or Fire Departments shall be granted paid time off to respond to emergency calls.

ARTICLE 20 SICK LEAVE

Sick leave shall be limited to employee's house confining sickness or medical attention or examination.

Sick leave shall be for employees only, except when an employee's dependent living in the employee's personal residence, the employee's parents, spouse, or children (including foster children or children for which the employee is the legal guardian), twenty-six (26) years of age or under, has a medical illness that would mandate hospitalization or medical treatment. The employee must provide a written Certificate by a licensed physician to the office of the City Clerk.

Any employee that claims any absence against his or her sick leave shall be required to furnish, in writing, a doctor's certificate of illness, when the employee is absent in excess of three (3) days or when required to do so by the City Administrator. Said proof will be on file at the office of the City Clerk for any absence charged against his or her sick leave.

For each month employed, eight (8) hours of sick leave shall be earned. Sick leave can be accumulative up to 960 hours.

Employees unable to report for scheduled work shall notify their supervisor as soon as possible prior to their scheduled start time to allow for appropriate replacement personnel if necessary. When an employee anticipates absence from work due to illness (such as hospitalization for surgery, medical checkup, dental, etc.), the employee shall file a request with the employee's supervisor.

An employee receiving sick leave pay simultaneously with workmen compensation payments shall receive only that portion of his or her sick leave pay which will, together with said compensation, be equal to his or her regular salary. An employee injured in the employ of an employer other than the City shall not be entitled to sick leave with pay.

No payment shall be made to an employee on termination for accumulated sick leave except the employee shall receive compensation for the employee's total accumulated sick leave when employee leaves employment with the City in good standing at the rate of:

15 years of service: 25%

20 years of service: 50%

25 years of service: 100%

ARTICLE 21 MATERNITY LEAVE

An employee physically disabled from performing work due to pregnancy, maternity, or childbirth shall have the same sick pay and sick leave privileges as described in Article 20, provided the employee continues to work and returns to work as soon as the employee is physically able to work. If the employee

...elects for personal wishes, convenience, or other reasons to begin or end the leave from work at any other time unrelated to physical capacity to perform work, then the absence will be treated as a leave of absence without pay. This section concerning maternity leave will be applied in accordance with all applicable Federal, State, and local laws.

ARTICLE 22 FAMILY LEAVE ACTS

Eligible employees have the rights given them to time off without pay by the Federal and State Family Leave Acts but are required to use paid leave first as provided by the acts as part of the allowed time off. The 12-month FMLA period will be the 12-month period measured backward from the date the employee uses any FMLA leave.

Employee shall provide at least thirty (30) days' advance notice if the leave is foreseeable based on an expected birth, adoption, or foster care placement, or planned medical treatment for a serious health condition. All other notice must be provided as soon as practicable. Notice must be provided by the employee and in person when possible.

If employees request leave for a serious health condition (for self or family member), they shall provide a medical certification issued by a health care provider. The certification shall include the date a serious health condition commenced, its probable duration, and an explanation of the condition.

Employees must continue to pay their share of health insurance premium during unpaid leave under the Act. If an employee is more than thirty (30) days late in paying the required portion of the health insurance premium, City may stop coverage. City shall be reimbursed by employee for employee's portion of premium advanced by City.

City reserves all rights granted it by the Act, even if not specifically set forth above.

ARTICLE 23 BEREAVEMENT LEAVE

When there is a death or death appears imminent (as prescribed by a medical doctor) of an employee's mother, father, step-mother, step-father, spouse, children, step-children, and a minor individual for whom the employee has assumed the legal rights, duties and responsibilities of a parent, the employee will be granted paid bereavement leave not to exceed five (5) working days.

Where there is a death or death appears imminent (as prescribed by a medical doctor) of an employee's grandparent, grandchild, brother, sister, stepbrother, stepsister, half-brother, half-sister, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, current brother-in-law, and current sister-in-law an employee will be granted paid bereavement leave not to exceed three (3) working days.

Where there is a death or death appears imminent (as prescribed by a medical doctor) of an employee's uncle, aunt, niece or nephew (including step-relations of the same), an employee will be granted paid bereavement leave not to exceed one (1) working day.

ARTICLE 24 PALLBEARER OR HONOR GUARD LEAVE

If a full-time City employee has been asked to be a pallbearer, Military Honor Guard, Police Honor Guard, or Firemen Honor Guard and requests time off for that purpose, the employee will be granted a maximum of four (4) hours off with pay. Time taken off as a pallbearer or Honor Guard shall be shown on the employee's timecard as Pallbearer Leave or Honor Guard Leave.

ARTICLE 25 JURY DUTY

Any employee who is summoned to serve on jury duty shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty as a result of his or her absence from employment due to such jury duty upon giving reasonable notice to his or her supervisor of such summons. Any employee who is summoned to serve on jury duty shall be excused upon request from any shift work for those days required to serve as a juror without loss of pay. The City may reduce the pay of an employee by an amount equal to any compensation, other than expenses paid by the court for jury duty.

ARTICLE 26 MILITARY LEAVE

All employees 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 a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Members who normally work or are normally scheduled to work 159 hours or more in three consecutive weeks and scheduled to work 24-hour shifts shall receive a military leave of absence of 168 hours each calendar year. Members who normally work or are normally scheduled to work 120 hours or more but less than 159 hours in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Members who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the regular annual leave of the persons named in this Article.

When the Governor of this state declares that a state of emergency exists and any of the persons named in this Article are ordered to active service of the state, a state of emergency leave of absence will be granted until such member is released from active service of the state by competent authority. A military leave of absence shall not be used during a state of emergency declared by the Governor. Other forms of leave may be granted. During a state of emergency leave of absence because of the call of the Governor, any employee subject to this Article shall receive his or her normal salary or compensation minus the state active-duty base pay he or she receives in active service of the state.

ARTICLE 27 LEAVE OF ABSENCE

In addition to the rights set out in Article 16, employees may request authorized time off without pay after available benefits have been completely used. Regular employees may make application for any leave of absence to the City Administrator for approval. During any approved unpaid leave, benefit contributions (including health insurance and other elected benefits) will be prorated based on the unpaid duration and deducted from the employee's paycheck in accordance with applicable labor laws and benefit plan requirements.

ARTICLE 28 MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and its departments in all its various aspects. Among the rights retained is the City's right to determine its mission and to set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Departments; to assign employees, to

hire, promote, demote, suspend, discipline or discharge for just cause, or for other legitimate reasons; to establish and modify hours of work; to make and enforce reasonable rules and regulations; to change methods, equipment, or facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the other provisions of this agreement.

ARTICLE 29 NO STRIKES OR LOCKOUTS

The Union, its representatives and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike or slow down, concerted stoppage of work, or any other intentional interruption in operation. Any and all employees who violate any of the provisions of this article may be disciplined by the City. The City will not lockout any employees during the term of this Agreement as a result of the labor dispute with the Union.

ARTICLE 30 NO DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee because of race, creed, color, religion, natural origin, sex, marital status, disability, or Union activity, or any other prohibited basis.

ARTICLE 31 GENERAL PROVISIONS

The City and the Union will not interfere with the right of employees to become or not become members of the Union, and further there shall be no discrimination or coercion of any employee because of Union membership or non-membership. The Union agrees that its members will not solicit membership or otherwise carry on Union activities during working hours except as otherwise provided by this Agreement.

ARTICLE 32 UNION BUSINESS

Time off for Union business will be granted upon reasonable notice, without pay, in order for Union officers or their designated representatives to conduct or attend various Union functions as long as it does not unduly disrupt the function of City departments. Union officers or their designated representatives, at their option, may use vacation, personal leave, or holiday leave for the above purpose.

ARTICLE 33 PAYROLL DEDUCTION OF UNION DUES

The City agrees to deduct from each pay period in equal amounts that sum equal to the total of the regular monthly union dues for the current month, for those employees belonging to the Union who have executed and delivered to the payroll department the individuals written authorization. The City agrees to send these deductions to the Financial Secretary of the Union.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken or not taken by the City under this article.

ARTICLE 34 BULLETIN BOARDS

Bulletin boards will be furnished at four locations for use by the Union for posting notices of meetings and other related business. 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.

ARTICLE 35 POSTING

The City shall post on the Union bulletin boards and email each department supervisor, and all Falls City Department emails all job openings in the City which are not being filled by promotion within a department. Any employee may make application for such position. The City shall give consideration to the employee's work record with the City as well as other factors in filling the position. The City may also consider applicants outside the City employee work force.

ARTICLE 36 PROBATION

All new employees hired to fill any of the jobs covered by this Agreement shall be considered on probation for the first six (6) months of their employment. During this probationary period, the provisions of this Agreement shall apply to such persons except the probationary employee may be dismissed without cause.

During this time, the City has an opportunity to evaluate the employee and upon satisfactory completion of the probationary period, the employee status may change to full-time, and benefits will begin as appropriate.

Employees promoted within a department or transferred to another department shall not be on probation. If an employee is transferred from one department to another department, the pay level by step on Exhibit A shall also be transferred at the same pay level by step of the new position.

ARTICLE 37 GRIEVANCE PROCEDURE

A grievance is hereby defined to be any claim an employee has against the City for a violation of this Agreement. The Union shall have the right to process grievances on its own behalf.

Such claim shall be initiated and prosecuted in the following manner by employees:

An employee before filing a grievance must verbally inform his immediate supervisor of the cause of dissatisfaction and give the supervisor an opportunity to correct the situation. The employee shall have the right to have Union representation in any step of the grievance procedure.

No grievance shall be considered unless presented in writing to the Supervisor within ten (10) days of the date same shall have occurred excluding Saturday, Sunday, or holidays.

The Supervisor shall have ten (10) full working days to answer the grievance.

If the employee(s) involved is still dissatisfied, he/she may then refer the matter to the Union and one (1) of the Union Representatives must, within ten (10) days of the aggrieved Action, contact the City Administrator in writing and present the case of the aggrieved employee(s).

The City Administrator shall have ten (10) working days to answer the grievance.

If the matter has not been settled satisfactorily at this level, the Union must present the grievance in writing to the City Council within thirty (30) days after the original grievance occurred. The City Council shall meet with the Union representatives at the first regular City Council meeting for which the

matter may be placed on the agenda after written notice. A written answer shall be provided to the Union within thirty (30) days after such meeting.

If the Union and the City cannot work out a satisfactory resolution to the grievance, it shall be submitted to Arbitration. The Union shall notify the City, in writing, of its intent to submit any grievance to Arbitration. A representative of the Union and a representative from the City shall contact the Federal Mediation and Conciliation Service for a list of Arbitrators from which a selection will be made. The fees and expenses submitted by the Impartial Arbitrator shall be shared equally by both the City and the Union.

The grievance procedure herein outlined is designated to preserve harmony and friendly relations between the City and its employees.

To the extent this procedure conflicts with any provision of the Civil Service Act, the Act shall control in cases involving employees covered by the Act.

ARTICLE 38 SAVINGS CLAUSE

Should any Article or portion thereof, of this Agreement be held unlawful and enforceable by any Court of competent jurisdiction, upon the issuance of such a decision, the parties shall agree immediately to negotiate a substitute for the invalidated section.

ARTICLE 39 SEVERABILITY

If the provisions of this Agreement are subsequently declared by the proper Legislative, or Judicial Authority to be unlawful, unenforceable, or not in accordance with applicable Statute or Ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 40 DURATION

This Agreement shall commence on signing and be effective as of October 1, 2025, and continue in full force and effect until midnight on September 30, 2028.

ARTICLE 41 WORK RULES

The Employer may adopt rules and regulations for the operation of the City and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the City Employee Handbook or as changed subject to approval of the Union.

ARTICLE 42 NEGOTIATING A REPLACEMENT CONTRACT

In the event either party to this Agreement provides sixty (60) days' written notice to the other prior to the expiration of this Agreement of a desire to meet for the purpose of negotiating a replacement contract, the party receiving such notice agrees to respond within (7) calendar days for the purpose of establishing mutually agreeable times and places for the commencement of bargaining on a replacement contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the _____ day of _____, 2025.

CITY OF FALLS CITY, NEBRASKA
A Municipal Corporation

COMMUNICATIONS WORKERS OF
AMERICA

By: _____
Mayor Mark Harkendorff

Attest:

Anthony Nussbaum, City Clerk

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

EXHIBIT A

OCTOBER 1, 2025 – SEPTEMBER 30, 2026, SALARY SCALE

	START	1	2	3	4	5
Assistant City Clerk	\$29.71	\$30.71	\$31.71	\$32.71	\$33.71	\$34.71
Building Inspector/Facility Maintenance Supervisor	\$30.95	\$32.47	\$33.99	\$35.51	\$37.15	\$38.79
Street Foreman	\$34.24	\$35.44	\$36.64	\$37.83	\$39.02	\$40.43
Assistant Street Foreman	\$30.40	\$31.42	\$32.45	\$33.48	\$34.50	\$35.53
Water Treatment Plant Chief Operator	\$37.52	\$38.82	\$40.14	\$41.44	\$42.74	\$44.06
Backflow Prevention Tech/Safety						
Insp/Water Treatment Plant Supt	\$30.95	\$32.47	\$33.99	\$35.51	\$37.15	\$38.79
Sewer Treatment Plant Chief Operator	\$37.52	\$38.82	\$40.14	\$41.44	\$42.74	\$44.06
Sewer Treatment Asst Chief Operator	\$34.24	\$35.44	\$36.63	\$37.83	\$39.02	\$40.43
Head Librarian	\$25.70	\$27.31	\$28.92	\$30.53	\$32.12	\$34.71
Utility Office Manager	\$25.70	\$27.31	\$28.92	\$30.53	\$32.12	\$34.71
Line Foreman	\$42.88	\$43.86	\$44.84	\$45.82	\$46.80	\$48.79
Assistant Line Foreman	\$37.52	\$38.82	\$40.14	\$41.44	\$42.74	\$44.06
Power Plant Engineer	\$37.52	\$38.82	\$40.14	\$41.44	\$42.74	\$44.06
Power Plant Production Manager	\$37.52	\$38.82	\$40.14	\$41.44	\$42.74	\$44.06
Assistant Power Plant Engineer	\$34.24	\$35.44	\$36.64	\$37.84	\$39.02	\$40.43
Gas Superintendent	\$42.88	\$43.86	\$44.84	\$45.82	\$49.30	\$48.79
Water/Wastewater Line Foreman	\$34.24	\$35.44	\$36.64	\$37.83	\$39.02	\$40.43
Public Works/Utility Technician I	\$30.40	\$31.42	\$32.45	\$33.48	\$34.50	\$35.53
Electric Distribution Lineman I	\$37.52	\$38.82	\$40.14	\$41.44	\$42.74	\$44.06

OCTOBER 1, 2026 – SEPTEMBER 30, 2027, SALARY SCALE (4% INCREASE)

	START	1	2	3	4	5
Assistant City Clerk	\$30.90	\$31.94	\$32.98	\$34.02	\$35.06	\$36.10
Building Inspector/Facility Maintenance Supervisor	\$32.19	\$33.77	\$35.35	\$36.93	\$38.64	\$40.34
Street Foreman	\$35.61	\$36.86	\$38.11	\$39.34	\$40.58	\$42.05
Assistant Street Foreman	\$31.62	\$32.68	\$33.75	\$34.82	\$35.88	\$36.95
Water Treatment Plant Chief Operator	\$39.02	\$40.37	\$41.75	\$43.10	\$44.45	\$45.82
Backflow Prevention Tech/Safety						
Insp/Water Treatment Plant Supt	\$32.19	\$33.77	\$35.35	\$36.93	\$38.64	\$40.34
Sewer Treatment Plant Chief Operator	\$39.02	\$40.37	\$41.75	\$43.10	\$44.45	\$45.82
Sewer Treatment Asst Chief Operator	\$35.61	\$36.86	\$38.1	\$39.34	\$40.58	\$42.05
Head Librarian	\$26.73	\$28.4	\$30.08	\$31.75	\$33.40	\$36.10
Utility Office Manager	\$26.73	\$28.4	\$30.08	\$31.75	\$33.40	\$36.10
Line Foreman	\$44.6	\$45.61	\$46.63	\$47.65	\$48.67	\$50.74
Assistant Line Foreman	\$39.02	\$40.37	\$41.75	\$43.10	\$44.45	\$45.82
Power Plant Engineer	\$39.02	\$40.37	\$41.75	\$43.10	\$44.45	\$45.82
Power Plant Production Manager	\$39.02	\$40.37	\$41.75	\$43.10	\$44.45	\$45.82
Assistant Power Plant Engineer	\$35.61	\$36.86	\$38.11	\$39.35	\$40.58	\$42.05
Gas Superintendent	\$44.60	\$45.61	\$46.63	\$47.65	\$51.27	\$50.74
Water/Wastewater Line Foreman	\$35.61	\$36.86	\$38.11	\$39.34	\$40.58	\$42.05
Public Works/Utility Technician I	\$31.62	\$32.68	\$33.75	\$34.82	\$35.88	\$36.95
Electric Distribution Lineman I	\$39.02	\$40.37	\$41.75	\$43.10	\$44.45	\$45.82

OCTOBER 1, 2027 – SEPTEMBER 30, 2028, SALARY SCALE (3% INCREASE)

	START	1	2	3	4	5
Assistant City Clerk	\$31.83	\$32.9	\$33.97	\$35.04	\$36.11	\$37.18
Building Inspector/Facility Maintenance Supervisor	\$33.16	\$34.78	\$36.41	\$38.04	\$39.80	\$41.55
Street Foreman	\$36.68	\$37.97	\$39.25	\$40.52	\$41.80	\$43.31
Assistant Street Foreman	\$32.57	\$33.66	\$34.76	\$35.86	\$36.96	\$38.06
Water Treatment Plant Chief Operator	\$40.19	\$41.58	\$43.00	\$44.39	\$45.78	\$47.19
Backflow Prevention Tech/Safety						
Insp/Water Treatment Plant Supt	\$33.16	\$34.78	\$36.41	\$38.04	\$39.8	\$41.55
Sewer Treatment Plant Chief Operator	\$40.19	\$41.58	\$43.0	\$44.39	\$45.78	\$47.19
Sewer Treatment Asst Chief Operator	\$36.68	\$37.97	\$39.24	\$40.52	\$41.80	\$43.31
Head Librarian	\$27.53	\$29.25	\$30.98	\$32.70	\$34.40	\$37.18
Utility Office Manager	\$27.53	\$29.25	\$30.98	\$32.70	\$34.40	\$37.18
Line Foreman	\$45.94	\$46.98	\$48.03	\$49.08	\$50.13	\$52.26
Assistant Line Foreman	\$40.19	\$41.58	\$43.0	\$44.39	\$45.78	\$47.19
Power Plant Engineer	\$40.19	\$41.58	\$43.0	\$44.39	\$45.78	\$47.19
Power Plant Production Manager	\$40.19	\$41.58	\$43.0	\$44.39	\$45.78	\$47.19
Assistant Power Plant Engineer	\$36.68	\$37.97	\$39.25	\$40.53	\$41.8	\$43.31
Gas Superintendent	\$45.94	\$46.98	\$48.03	\$49.08	\$52.81	\$52.26
Water/Wastewater Line Foreman	\$36.68	\$37.97	\$39.25	\$40.52	\$41.80	\$43.31
Public Works/Utility Technician I	\$32.57	\$33.66	\$34.76	\$35.86	\$36.96	\$38.06
Electric Distribution Lineman I	\$40.19	\$41.58	\$43.00	\$44.39	\$45.78	\$47.19

LABOR AGREEMENT

BETWEEN

THE CITY OF FALLS CITY, NEBRASKA

And

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1536

For

October 1, 2025

To

September 30, 2028

TABLE OF CONTENTS

	Page
AGREEMENT	1
PURPOSE AND INTENT OF THE PARTIES	1
ARTICLE 1	1
ASSOCIATION RECOGNITION.....	1
ARTICLE 2	1
DEFINITIONS.....	1
ARTICLE 3	2
WORKING HOURS.....	2
ARTICLE 4	2
OVERTIME.....	2
ARTICLE 5	2
CTO TIME.....	2
ARTICLE 6	3
CALL BACK TIME	3
ARTICLE 7	3
ON-CALL TIME	3
ARTICLE 8	3
RATE OF PAY FOR WORK PERFORMED	3
ARTICLE 9	4
PENSION.....	4
ARTICLE 10	4
TRAVEL ALLOWANCE	4
ARTICLE 11	5
CAFETERIA PLAN	5
ARTICLE 12	5
HEALTH INSURANCE.....	5
ARTICLE 13	6
GROUP LIFE INSURANCE.....	6

ARTICLE 14	6
GROUP DISABILITY INSURANCE.....	6
ARTICLE 15	6
GROUP DENTAL AND VISION INSURANCE.....	6
ARTICLE 16	6
REQUEST FOR TIME OFF.....	6
ARTICLE 17	7
VACATION.....	7
ARTICLE 18	8
HOLIDAY LEAVE	8
ARTICLE 19	9
COMMUNITY SERVICE LEAVE.....	9
ARTICLE 20	9
SICK LEAVE	9
ARTICLE 21	10
MATERNITY LEAVE.....	10
ARTICLE 22	10
FAMILY LEAVE ACTS	10
ARTICLE 23	11
BEREAVEMENT LEAVE.....	11
ARTICLE 24	11
PALLBEARER OR HONOR GUARD LEAVE.....	11
ARTICLE 25	11
JURY DUTY	11
ARTICLE 26	11
MILITARY LEAVE.....	11
ARTICLE 27	12
LEAVE OF ABSENCE	12
ARTICLE 28	12
MANAGEMENT RIGHTS	12

ARTICLE 29	13
NO STRIKES OR LOCKOUTS.....	13
ARTICLE 30	13
NO DISCRIMINATION	13
ARTICLE 31	13
GENERAL PROVISIONS	13
ARTICLE 32	13
UNION BUSINESS.....	13
ARTICLE 33	13
PAYROLL DEDUCTION OF UNION DUES	13
ARTICLE 34	14
BULLETIN BOARDS.....	14
ARTICLE 35	14
POSTING.....	14
ARTICLE 36	14
PROBATION.....	14
ARTICLE 37	15
GRIEVANCE PROCEDURE.....	15
ARTICLE 38	16
SAVINGS CLAUSE.....	16
ARTICLE 39	16
SEVERABILITY	16
ARTICLE 40	16
DURATION.....	16
ARTICLE 41	16
WORK RULES.....	16
ARTICLE 42	16
NEGOTIATING A REPLACEMENT CONTRACT.....	16

AGREEMENT

THIS AGREEMENT effective upon signing for a term effective as of October 1, 2025, and ending at midnight on September 30, 2028, between the City of Falls City (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers Local 1536 (hereinafter referred to as the "Union").

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union in entering this labor agreement is to promote harmonious relations between the City 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 1

ASSOCIATION RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative of the non-supervisory employees of the City, except for non-supervisory employees in the City Police Department and temporary or seasonal employees, as listed in Exhibit A.

ARTICLE 2

DEFINITIONS

1. Full-Time Employee. Any employee that shall work a minimum of forty (40) hours per week on a continuous weekly basis for 52 weeks per year, except for approved fringe benefits taken off as set by the policies of the City.
2. Break in Service. A break in service shall be defined as a retirement, resignation, or dismissal as of the last working day. Any former employee who is re-employed shall be treated in all respects as a new employee in terms of benefits, wages, including longevity, sick leave, holidays, vacations, and personal leave.
3. Part-Time Employee. Any employee that works less than an average of forty (40) hours per week on a continuous weekly basis for fifty-two (52) weeks per year. No fringe benefits shall apply or be paid to part-time employees.
4. Temporary and Seasonal Employee. The term "temporary employee" or "seasonal employee" as used in this Agreement shall mean an employee who is engaged for a specific project or assignment, or for a period of time not to exceed six (6) months. A temporary and seasonal employee shall not be eligible for benefits.
5. Supervisory Employee. The term "Supervisory Employee" as used in this Agreement shall mean any individual having authority, in the interest of the Employer, to hire,

transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or to responsibly direct them, or to evaluate their performance, or to adjust their grievances, or effectively to recommend such action if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

ARTICLE 3

WORKING HOURS

Eight (8) hours shall constitute a regular work day and forty (40) hours or five (5) days, shall constitute a regular work week, except as otherwise provided. Payroll will be direct deposited into designated accounts set up by the employees at time of hire. Paycheck stubs shall be made available electronically through the Employee Self-Service (ESS) portal by 9:00 a.m. on the day designated payday. Paper paystubs will no longer be issued.

ARTICLE 4

OVERTIME

Except as otherwise provided in this Agreement, overtime will be paid for those hours worked in excess of forty (40) hours in any one week for all employees. All paid hours shall be considered hours worked for the computation of overtime. An employee will not be required to have his/her hours flexed to avoid overtime. For example, an employee who works nine (9) hours per day for four (4) consecutive work days will not be scheduled for only four (4) hours on the fifth consecutive day to avoid overtime.

ARTICLE 5

CTO TIME

The City may use Compensatory Time Off (CTO).

CTO time may be taken off only with approval of the supervisor.

The employees receive 1-1/2 hours of CTO for each hour of overtime as provided by law. CTO which is earned and accrued is capped at eighty (80) hours. Effective the first payroll beginning in October 2025, all Cemetery Sexton and Parks Caretaker employees who have accrued compensatory time off (CTO) in excess of eighty (80) hours will have those hours placed in a Legacy CTO Bank. Hours in the Legacy CTO Bank will be maintained separately from regular CTO balances and must be drawn down prior to the use of any regular CTO. No additional hours may be added to the Legacy CTO Bank, and all future CTO accruals will be subject to the 80-hour cap.

ARTICLE 6

CALL BACK TIME

When an employee is called back into work at a time not immediately before or after their regular shift, said employee shall be paid for a minimum of two (2) hours of work. All work must be completed before the employee leaves work including all required documentation. Employees who are called back to work while they are working during said 2-hour call back time will not be eligible for a second call back time.

ARTICLE 7

ON-CALL TIME

The City shall have on-call time for employees and shall follow the following policies:

1. All employees are subject to being placed on call.
2. All employees while on call shall carry an on-call cellphone so the employee can be reached by cell phone if they are at home.
3. Employees shall notify the department contacting them immediately so that said department will know that the employee on call has received the message.
4. The employee on call will respond to the item the employee is being contacted for within a maximum of thirty (30) minutes.
5. In case of an emergency, the employee on call shall notify their immediate supervisor and if their supervisor is unavailable, the employee shall notify their supervisor's supervisor, etc.
6. There shall be a policy established by the City Administrator for the number of people placed on call at any given one time per department if said department requires on-call personnel to be determined.
7. Employees shall be compensated for on-call time at a rate of \$40.00 per day. However, the City shall not be liable for more than one (1) on-call payment per day, per department.
8. If an employee needs to have another employee cover more than fifty percent (50%) of the call, if they are unavailable, the covering employee will receive the on-call payment.

ARTICLE 8

RATE OF PAY FOR WORK PERFORMED

Effective the first regular pay period beginning in October 2025, the rate of pay for the contract year for work performed by the various classes of employees under this Agreement are set out in the Wage Scale, Exhibit A, attached hereto and incorporated herein by reference.

The City shall pay any retroactive wage adjustments within 60 days of full execution of this agreement. An employee shall be eligible for a one step merit pay increase after satisfactory completion of a one (1) year period beginning with the original date of employment in the job classification. The one-step merit pay increase shall take effect on the regular pay period closest to the employee's anniversary date, whether immediately before or after, whichever is nearest. Satisfactory completion is defined as receiving a total score between 20 and 30 on the employee's annual performance evaluation. The City may place an employee on a higher step during the year based on meritorious job performance on a supervisor's recommendation.

ARTICLE 9

PENSION

All full-time employees will be covered by a retirement plan. Full-time employees must participate in the plan as long as they are employees of the City. The Employee contribution shall be 7% of the employee's gross pay and the City's contribution shall be 7% of each employee's gross pay. The Employee contribution shall be withheld from the employee's check every pay period.

The City shall amend its pension plan to provide full-time employees shall be fully vested in the Pension Plan 20% after one (1) year, 40% after two (2) years, 60% after three (3) years, 80% after 4 years, and 100% after five (5) years of employment.

A joint committee shall be formed by the City, Union and other City employee groups to study and make recommendations on the pension fund. The committee shall have not more than three members from the Union and not more than three members from the City. The City shall notify the Union committee members by email and shall be notified 1 week prior to the scheduled meeting to allow sufficient time for the employee to attend.

ARTICLE 10

TRAVEL ALLOWANCE

Travel time is compensated in accordance with the Fair Labor Standards Act. The City will provide a City vehicle for employee's travel unless, with the approval of management, said employee is authorized to use their own vehicle. When employees are required to travel on behalf of the City and use their own vehicle on City business, they will be reimbursed at the corresponding federal mileage rate. Meal per diems will be based upon the most current "CONUS rates" as set forth by the U.S. General Services Administration. CONUS rates shall apply to all overnight travel, as well as to single-day travel when the employee is required to travel at least 100 miles away from their base location for 8 hours or more. In such cases, a partial per diem may be provided without triggering a full-day per diem.

Employees will stay in economic motels as arranged by the City.

ARTICLE 11

CAFETERIA PLAN

The City shall maintain a plan under Section 125 of the Internal Revenue Code to allow employees to choose certain benefits to be paid from pre-tax payroll deductions. Employees who have signed up for a high deductible plan under Article 13 (Health Insurance) are not eligible for a flexible health spending account under a cafeteria plan.

ARTICLE 12

HEALTH INSURANCE

The City of Falls City shall maintain a group health insurance policy on the employees of the City of Falls City, which policy shall include a dependent policy option for all full-time City employees. The City shall pay 100% of the single premium cost for each employee of the City or in the event an employee selects the employee/spouse, employee/child, or family policy option, the City shall then pay 85% of the elected option premium cost for said employee of the City and the employee shall then pay 15% of the elected option premium cost. Any sum due from the employee herein shall be paid by the City deducting such payment from his or her paycheck to pay for such coverage.

Employees who have health insurance through a spouse or from other sources, once verified can opt to take in lieu of benefit payments of five hundred fifty dollars (\$550.00) monthly. This amount shall be added to the employee's paycheck. An employee who is married to another City employee and covered on the spouse's policy is not eligible for in lieu benefits.

Employees shall have the ability to choose between a traditional plan or a qualified high deductible plan. The City may self-insure and purchase higher deductible plans by reimbursing the deductible down on the traditional or high deductible plan to the agreed upon deductibles. The deductible for both plans will be determined annually through the recommendation of the insurance committee, with approval by the City Council and the appropriate Unions in the event a change is made that constitutes a change in the plan.

The City shall fund the employee's HSA/HRA for those who have selected the high deductible medical plans. This funding shall be placed in an HSA/HRA account in the employee's name. The funding level shall be determined annually through the recommendation of the insurance committee, with approval of the City Council and the appropriate Unions. The City shall contribute to each eligible employee's Health Savings Account (HSA) on a per-pay-period basis, with contributions made during each of the 26 regular payroll periods throughout the calendar year. The annual City contribution shall be divided evenly across those pay periods.

To conform to past practice, the City shall have the right to change its health insurance carrier, plan benefits or design that will generally match market comparability. Market

comparability shall be determined by employing generally accepted Commission of Industrial Relations Standards, with comparisons made to CIR-appropriate public sector employers.

A joint Health Insurance/Wellness committee of City officials and employees shall be set up to study and make recommendations on health insurance options. The committee shall have no more than three (3) members from the Union and shall be notified by email one (1) week prior to the scheduled committee meetings to allow sufficient time to attend.

ARTICLE 13

GROUP LIFE INSURANCE

The City of Falls City shall obtain a \$15,000 group term life insurance contract for each of the full-time employees covered by this Agreement and shall pay the premiums for such policy. Employees may purchase additional group term life insurance at their cost as allowed by the insurer.

ARTICLE 14

GROUP DISABILITY INSURANCE

Employees may obtain a group disability insurance policy to be used by all City employees. Such policies shall be at employee's cost. Employees recognize that such group insurance is only available if a qualified number of employees agree to subscribe.

ARTICLE 15

GROUP DENTAL AND VISION INSURANCE

Employees may obtain a group dental and vision insurance policy to be used by all City employees. Such policies shall be at employee's cost. Employees recognize that such group insurance is only available if a qualified number of employees agree to subscribe.

ARTICLE 16

REQUEST FOR TIME OFF

Except as allowed under Articles 22 and 27, employees will be allowed to take time off only if such employee actually has accumulated time, whether it be vacation, holidays, sick leave, personal leave, etc. All time taken off by an employee must be requested through a supervisor electronically through the payroll software, and approved by a supervisor. The supervisor may at his/her discretion authorize or deny said request subject to the Department rules and regulations.

ARTICLE 17

VACATION

1. All full-time employees of the City who have been in the employment of the City continuously for twelve (12) months shall be eligible for vacation leave with pay. Authorized leave shall be computed on the following basis:

Upon completion of one (1) year of continuous service, 48 hours vacation;

Upon completion of two (2) years of continuous service, 80 hours vacation;

Upon completion of three (3) years of continuous service, 88 hours vacation;

Upon completion of five (5) years of continuous service, 96 hours vacation;

Upon completion of seven (7) years of continuous service, 104 hours vacation;

Upon completion of ten (10) years of continuous service, 120 hours vacation;

Upon completion of fifteen (15) years of continuous service, 136 hours vacation;

Upon completion of twenty (20) years of continuous service, 160 hours vacation;

Upon completion of twenty-five (25) years of continuous service, 200 hours vacation;

Vacation hours above are based on the normal scheduled hours of employment for 40-hour per week employees.

2. Vacation time is accumulated from the time of employment until the same date of the following year. Vacation shall be taken within one (1) year of the date received each year.

3. Vacation shall be taken within one (1) year from the date received each year, however, prior to the one (1) year anniversary vacation date, any employee may carry over no more than two (2) weeks into the following year. All carry over vacation must be taken within six (6) months thereafter or said carry over vacation will be paid to the employee. If an employee has had an extended illness with an extended recovery time in excess of a thirty (30) day period and at least fifteen (15) days prior to the anniversary vacation date; then more than two (2) weeks of vacation time may be carried over if approved by the City Administrator.

4. Prorating. Any employee that has been employed with the City for a period of three (3) years or more and is still in good standing with the City and after giving the proper two (2) weeks' notice of termination of employment will receive one-twelfth of the annual vacation time or pay due for every full month's work into the current fiscal year. Termination will be dated as of the last day actually worked. Any vacation pay (including unused vacation hours) or other

pay, other than regular salary, will be paid as severance pay, with the employee receiving a check including severance pay and regular pay.

5. Any employee may donate a portion of his/her vacation to another employee who has used all of their own leave due to serious illness if approved by the City Administrator.

ARTICLE 18

HOLIDAY LEAVE

The following days are to be considered as "holidays" within the meaning of this Agreement:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- Personal Holiday

If a non-shift worker works a holiday, he/she is entitled to compensation at the overtime rate plus their regular holiday pay.

All shift workers shall receive a substitute holiday to be used within one (1) year from the date said holiday is received. If not used within one (1) year, the substitute holiday shall be paid out to the employee. Shift workers who work on a holiday shall be paid at their regular rate of pay.

When a holiday occurs on Sunday, it will be observed the following Monday, and when a holiday occurs on Saturday, it will be observed on the preceding Friday.

There shall be no accumulation of personal holidays. Employees requesting a personal holiday must schedule the time through their supervisor and shall be required to schedule the time as stated in the requirements for requesting time off. The increment of time to be taken for a personal holiday is eight (8) hours which must be used all at one time. The personal holiday must be used within the fiscal year which ends September 30 or you will lose it.

ARTICLE 19

COMMUNITY SERVICE LEAVE

Employees shall receive paid time off to give blood at the bloodmobile in Falls City, Nebraska. Such time off must be scheduled through the employee's supervisor.

Employees whom are members of the Volunteer Ambulance Squad or Fire Departments shall be granted paid time off to respond to emergency calls.

ARTICLE 20

SICK LEAVE

1. Sick leave shall be limited to employee's house confining sickness or medical attention or examination including travel time. Employees are not allowed to use sick leave for any other purposes.

2. Sick leave shall be for employees only, except when an employee's dependent living in the employee's personal residence, the employee's parents, spouse, or children (including foster children or children for which the employee is the legal guardian), twenty-six (26) years of age or under, has a medical illness that would mandate hospitalization or medical treatment.

3. Any employee that claims any absence against his or her sick leave shall be required to furnish, in writing, a doctor's certificate of illness, when the employee is absent in excess of three (3) days. Said proof will be on file at the office of the City Clerk for any absence charged against his or her sick leave.

4. Employees will receive eight (8) hours of sick leave for each month employed.

5. Sick leave can be accumulative up to 960 hours.

6. Employees unable to report for scheduled work shall notify their supervisor as soon as possible prior to their scheduled time to report to work to allow for appropriate replacement personnel if necessary.

7. When an employee anticipates absence from work due to illness (such as hospitalization for surgery, medical checkup, dental, etc.), the employee shall file a request with the employee's supervisor.

8. An employee receiving sick leave pay simultaneously with workers' compensation payments shall receive only that portion of his or her sick leave pay which will, together with said compensation, be equal to his or her regular salary.

9. An employee injured in the employ of an employer other than the City shall not be entitled to sick leave with pay.

10. No payment shall be made to an employee on termination for accumulated sick leave. The employee shall receive compensation for the employee's total accumulated sick leave when the employee leaves employment with the City in good standing at the rate of:

10 Years of Service	10%
15 Years of Service	25%
20 Years of Service	50%

ARTICLE 21

MATERNITY LEAVE

An employee physically disabled from performing work due to pregnancy, maternity, or childbirth shall have the same sick pay and sick leave privileges as described in Article 20, provided the employee continues to work and returns to work as soon as the employee is physically able to work. If the employee elects for personal wishes, convenience, or other reasons to begin or end the leave from work at any other time unrelated to physical capacity to perform work, then the absence will be treated as a leave of absence without pay.

This section concerning maternity leave will be applied in accordance with all applicable federal, state, and local laws.

ARTICLE 22

FAMILY LEAVE ACTS

Eligible employees have the rights given them to time off without pay by the Federal and State Family Leave Acts but are required to use paid leave first as provided by the Acts as part of the allowed time off. The 12-month FMLA period will be the 12-month period measured backward from the date the employee uses any FMLA leave.

Employee shall provide at least thirty (30) days advance notice if the leave is foreseeable based on an expected birth, adoption, or foster care placement, or planned medical treatment for a serious health condition. All other notice must be provided as soon as practicable. Notice must be provided by the employee and in person when possible.

If employees request leave for a serious health condition (for self or family member), they shall provide a medical certification issued by a health care provider. The certification shall include the date a serious health condition commenced, its probable duration, and an explanation of the condition.

Employees must continue to pay their share of health insurance premium during unpaid leave under the Act. If an employee is more than thirty (30) days late in paying the required

portion of the health insurance premium, the City may stop coverage. The City shall be reimbursed by employee for employee's portion of premium advanced by the City.

The City reserves all rights granted it by the Act, even if not specifically set forth above.

ARTICLE 23

BEREAVEMENT LEAVE

1. Bereavement Leave – When there is a death of an employee's mother, father, step-mother, step-father, spouse, children, step-children, or a minor individual for whom the employee has assumed the legal rights, duties, and responsibilities of a parent, the employee will be granted paid bereavement leave not to exceed five (5) working days.

2. Where there is a death of an employee's grandparent, grandchild, brother, sister, stepbrother, stepsister, half-brother, half-sister, current mother-in-law, current father-in-law, current daughter-in-law, current son-in-law, current brother-in-law, or current sister-in-law, the employee will be granted paid bereavement leave not to exceed three (3) working days.

ARTICLE 24

PALLBEARER OR HONOR GUARD LEAVE

If a full-time City employee has been asked to be a pallbearer, Military Honor Guard, or Fireman Honor Guard and requests time off for that purpose, the employee will be granted a maximum of four (4) hours off with pay if approved by the employee's supervisor. Time taken off as a pallbearer or Honor Guard shall be shown on the employee's timecard as Pallbearer or Honor Guard Leave.

ARTICLE 25

JURY DUTY

Any employee who is summoned to serve on jury duty shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time, or any other form of penalty as a result of his or her absence from employment due to such jury duty upon giving reasonable notice to his or her supervisor of such summons. Any employee who is summoned to serve on jury duty shall be excused upon request from any shift work for those days required to serve as a juror without loss of pay. The City may reduce the pay of an employee by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

ARTICLE 26

MILITARY LEAVE

All employees 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 a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Members who normally work or are normally scheduled to work 159 hours or more in three consecutive weeks and scheduled to work 24-hour shifts shall receive a military leave of absence of 168 hours each calendar year. Members who normally work or are normally scheduled to work 120 hours or more but less than 159 hours in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Members who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the regular annual leave of the persons named in this Article.

When the Governor of this state declares that a state of emergency exists and any of the persons named in this Article are ordered to active service of the state, a state of emergency leave of absence will be granted until such member is released from active service of the state by competent authority. A military leave of absence shall not be used during a state of emergency declared by the Governor. Other forms of leave may be granted. During a state of emergency leave of absence because of the call of the Governor, any employee subject to this Article shall receive his or her normal salary or compensation minus the state active duty base pay he or she receives in active service of the state.

ARTICLE 27

LEAVE OF ABSENCE

In addition to the rights set out in Article 16, employees may request authorized time off without pay after available benefits have been completely used. Regular employees may make application for any leave of absence to the City Administrator for approval. During any approved unpaid leave, benefit contributions (including health insurance and other elected benefits) will be prorated based on the unpaid duration and deducted from the employee's paycheck in accordance with applicable labor laws and benefit plan requirements.

ARTICLE 28

MANAGEMENT RIGHTS

The City shall retain the sole right and authority to operate and direct the affairs of the City and its departments in all its various aspects. Among the rights retained is the City's right to determine its mission and to set standards of service offered to the public; to direct the working forces; to plan, direct, control and determine the operations or services to be conducted in or at the Department; to establish and modify hours of work; to assign employees, to hire, promote, demote, suspend, discipline or discharge for just cause, or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment, or

facilities, provided, however, that the exercise of any of the above rights shall not conflict with any of the other provisions of this agreement.

ARTICLE 29

NO STRIKES OR LOCKOUTS

The Union, its representatives and agents, and the employees covered by this Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike or slow down, concerted stoppage of work, or any other intentional interruption in operation. Any and all employees who violate any of the provisions of this article may be disciplined by the City. The City will not lockout any employees during the term of this Agreement as a result of the labor dispute with the Union.

ARTICLE 30

NO DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee because of race, creed, color, religion, natural origin, sex, marital status, disability, Union activity, or any other prohibited basis.

ARTICLE 31

GENERAL PROVISIONS

The City and the Union will not interfere with the right of employees to become or not become members of the Union, and further there shall be no discrimination or coercion of any employee because of Union membership or non-membership. The Union agrees that its members will not solicit membership or otherwise carry on Union activities during working hours except as otherwise provided by this Agreement.

ARTICLE 32

UNION BUSINESS

Time off for Union business will be granted upon reasonable notice, without pay, in order for Union officers or their designated representatives to conduct or attend various Union functions as long as it does not unduly disrupt the function of City departments. Union officers or their designated representatives, at their option, may use benefit time except sick leave for the above purpose.

ARTICLE 33

PAYROLL DEDUCTION OF UNION DUES

The City agrees to deduct from each pay period in equal amounts that sum equal to the total of the regular monthly union Dues as calculated by the Union for the current month, for those employees belonging to the Union who have executed and delivered to the payroll department the individuals written authorization. The City agrees to send these deductions to the Financial Secretary of the Local Union and the Union agrees to deposit the dues within 30 days of receipt or by mutual agreement with the City, direct deposit may also be utilized.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders and judgments brought or issued against the City as a result of any action taken or not taken by the City under this article.

ARTICLE 34

BULLETIN BOARDS

Bulletin boards will be furnished at four locations for use by the Union for posting notices of meetings and other related business. 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.

ARTICLE 35

POSTING

The City shall post on the Union bulletin board or email each department supervisor to post on the same board all job openings in the City which are not being filled by promotion within a department. Any employee may make application for such position. The City shall give consideration to the employee's work record with the City as well as other factors in filling the position. The City may also consider applicants outside the City's employee work force.

ARTICLE 36

PROBATION

All new employees hired to fill any of the jobs covered by this Agreement and all employees transferring from one department to another shall be considered on probation for the first six (6) months of their employment or transfer. During this probationary period, the provisions of this Agreement shall apply to such persons except the probationary employee may be dismissed without cause.

During this time, the City has an opportunity to evaluate the employee and upon satisfactory completion of the probationary period, the employee status may change to full-time and benefits will begin as appropriate.

Employees promoted within a department shall not be on probation.

ARTICLE 37

GRIEVANCE PROCEDURE

A grievance is hereby defined to be any claim an employee has against the City for a violation of this Agreement. The Union shall have the right to process grievances on its own behalf.

Such claim shall be initiated and prosecuted in the following manner by employees:

An employee before filing a grievance must verbally inform his immediate supervisor of the cause of dissatisfaction and give the supervisor an opportunity to correct the situation. The employee shall have the right to have Union representation in any step of the grievance procedure.

No grievance shall be considered unless presented in writing to the Supervisor within five (5) days of the date same shall have occurred excluding Saturday, Sunday, or holidays.

The Supervisor shall have ten (10) full working days to answer the grievance.

If the employee(s) involved is still dissatisfied, he/she may then refer the matter to the Union and one (1) of the Union Representatives must, within ten (10) days of the aggrieved action, contact the City Administrator in writing and present the case of the aggrieved employee(s).

The City Administrator shall have ten (10) working days to answer the grievance.

If the matter has not been settled satisfactorily at this level, the Union must present the grievance in writing to the City Council within thirty (30) days after the original grievance occurred. The City Council shall meet with the Union representatives at the first regular City Council meeting for which the matter may be placed on the agenda after written notice. A written answer shall be provided to the Union within thirty (30) working days after such meeting.

If the Union and the City cannot work out a satisfactory resolution to the grievance, it shall be submitted to Arbitration. The Union shall notify the City, in writing, of its intent to submit any grievance to Arbitration. A representative of the Union and a representative from the City shall contact the Federal Mediation and Conciliation Service for a list of Arbitrators from which a selection will be made. The fees and expenses submitted by the Impartial Arbitrator shall be shared equally by both the City and the Union.

The grievance procedure herein outlined is designated to preserve harmony and friendly relations between the City and its employees.

To the extent this procedure conflicts with any provisions of the Civil Service Act, the Act shall control in cases involving employees covered by the Act.

ARTICLE 38

SAVINGS CLAUSE

Should any Article or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, upon the issuance of such a decision, the parties shall agree immediately to negotiate a substitute for the invalidated section.

ARTICLE 39

SEVERABILITY

If the provisions of this Agreement are subsequently declared by the proper Legislative or Judicial Authority to be unlawful, unenforceable, or not in accordance with applicable Statute or Ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 40

DURATION

This Agreement shall commence on signing for a term effective as of October 1, 2025, and ending at midnight on September 30, 2028.

NEW ARTICLE 42

WORK RULES

The Employer may adopt rules and regulations for the operation of the City and the conduct of its employees; provided any such rules and regulations shall not conflict with any provisions of this Agreement or the laws of the State of Nebraska or the United States of America. Any terms or conditions not covered in this Agreement will be adhered to as currently written in the City Employee Handbook as revised from time to time.

NEW ARTICLE 43

NEGOTIATING A REPLACEMENT CONTRACT

In the event either party to this Agreement provides sixty (60) days' written notice to the other prior to the expiration of this Agreement of a desire to meet for the purpose of negotiating a replacement contract, the party receiving such notice agrees to respond within (7) calendar days for the purpose of establishing mutually agreeable times and places for the commencement of bargaining on a replacement contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____
day of _____, 2025.

CITY OF FALLS CITY, NEBRASKA, A
Municipal Corporation

By: _____
Mark Harkendorff, Mayor

Attest: _____
Anthony Nussbaum, City Clerk

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 1536

By: _____
President/BM, IBEW 1536

EXHIBIT A

OCTOBER 1, 2025 – SEPTEMBER 30, 2026, SALARY SCALE

Department	JOB TITLE	0	1	2	3	4	5	6	7
Administrative	Account Clerk I	22.9315	23.7901	24.6486	25.5072	26.3767	27.2352	28.0938	29.0000
Administrative	Account Clerk II	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701
Administrative	Account Clerk III	18.5083	19.2038	19.8994	20.5949	21.2905	21.9751	22.6706	23.3662
Administrative	Administrative Assistant I	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701
Administrative	Administrative Assistant II	17.8887	18.5625	19.2364	19.8994	20.5732	21.2470	21.9208	22.5837
Administrative	Receptionist/Cashier	16.4107	17.0302	17.6388	18.2582	18.8778	19.4864	20.1058	20.7144
Electric	Power Plant Technician III	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701
Electric	General Laborer - PP	18.5083	19.2038	19.8994	20.5949	21.2905	21.9751	22.6706	23.3662
Electric	Lineman Apprentice	25.6107	26.5657	27.5242	28.4828	29.4529	30.4115	31.3700	32.3285
Electric	Lineman II	31.8582	33.0561	34.2426	35.4403	36.6381	37.8358	39.0223	40.4300
Electric	Lineman III	27.3416	28.3686	29.3958	30.4228	31.4498	32.4768	33.5038	34.5309
Electric	Power Plant Technician I	29.2893	30.3869	31.4846	32.5823	33.6800	34.7776	35.8753	36.9729
Electric	Power Plant Technician II	25.7354	26.7027	27.6699	28.6372	29.6044	30.5717	31.5389	32.5062
Library	Librarian/Youth Services Coordinator	19.8900	20.7400	21.5900	22.4400	23.2900	24.1400	25.3600	26.5800
Library	Library Aide	MinWage	MinWage	MinWage	MinWage	MinWage	MinWage	MinWage	MinWage
Library	Library Technician I	17.8887	18.5625	19.2364	19.8994	20.5732	21.2470	21.9208	22.5837
Library	Library Technician II	16.4107	17.0302	17.6388	18.2582	18.8778	19.4864	20.1058	20.7144
Mechanic	Mechanic I	25.3986	26.3550	27.3004	28.2568	29.2132	30.1588	31.1151	32.0606
Mechanic	Mechanic II	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701
Natural Gas	General Laborer - NG	18.5083	19.2038	19.8994	20.5949	21.2905	21.9751	22.6706	23.3662
Natural Gas	Natural Gas Technician I	27.3416	28.3686	29.3958	30.4228	31.4498	32.4768	33.5038	34.5309
Natural Gas	Natural Gas Technician II	25.7354	26.7027	27.6699	28.6372	29.6044	30.5717	31.5389	32.5062
Natural Gas	Natural Gas Technician III	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701

Natural Gas	Skilled Laborer - NG	20.0262	20.7761	21.5262	22.2761	23.0262	23.7761	24.5262	25.2761
Parks & Recreation	Cemetery Sexton	23.1274	23.9208	24.7141	25.5057	26.3008	27.0833	27.8768	28.6701
Parks & Recreation	General Laborer - PAR	18.5083	19.2038	19.8994	20.5949	21.2905	21.9751	22.6706	23.3662
Parks & Recreation	Park/Cemetery/Facility Maintenance Technician I	23.1274	23.9208	24.7141	25.5057	26.3008	27.0833	27.8768	28.6701
Parks & Recreation	Park/Cemetery/Facility Maintenance Technician II	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701
Parks & Recreation	Park/Cemetery/Facility Maintenance Technician III	20.0262	20.7761	21.5262	22.2761	23.0262	23.7761	24.5262	25.2761
Street, Water & Wastewater	General Laborer - STR & PWUT	18.5083	19.2038	19.8994	20.5949	21.2905	21.9751	22.6706	23.3662
Street, Water & Wastewater	General Laborer - WWPT	18.5083	19.2038	19.8994	20.5949	21.2905	21.9751	22.6706	23.3662
Street, Water & Wastewater	Public Works/Utility Technician II	25.7354	26.7027	27.6699	28.6372	29.6044	30.5717	31.5389	32.5062
Street, Water & Wastewater	Public Works/Utility Technician III	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701
Street, Water & Wastewater	Skilled Laborer - STR & PWUT	20.0262	20.7761	21.5262	22.2761	23.0262	23.7761	24.5262	25.2761
Street, Water & Wastewater	Water/Wastewater Plant Technician I	27.3416	28.3686	29.3958	30.4228	31.4498	32.4768	33.5038	34.5309
Street, Water & Wastewater	Water/Wastewater Plant Technician II	25.7354	26.7027	27.6699	28.6372	29.6044	30.5717	31.5389	32.5062
Street, Water & Wastewater	Water/Wastewater Plant Technician III	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701
Utility Service	Meter/GIS Technician I	29.2893	30.3869	31.4846	32.5823	33.6800	34.7776	35.8753	36.9729
Utility Service	Meter/GIS Technician II	25.7354	26.7027	27.6699	28.6372	29.6044	30.5717	31.5389	32.5062
Utility Service	Meter/GIS Technician III	21.1274	21.9208	22.7141	23.5057	24.3008	25.0833	25.8768	26.6701

OCTOBER 1, 2026 – SEPTEMBER 30, 2027, SALARY SCALE
(Increase the 2025/2026 Wages by 4% unless defined as minimum wage)

OCTOBER 1, 2027 – SEPTEMBER 30, 2028, SALARY SCALE
(Increase the 2026/2027 Wages by 3% unless defined as minimum wage)

Fund Code	Account Code	Customer Name
Payment Method	Amount	
151	Reference	
Check	151-05-51-44520	Kopf-Kriefels,
	-25.00	
Women's Volleyball		
	1002 - Kopf-Kriefels	

GENERAL INSURANCE PACKAGE

FOR THE YEAR 2025 THROUGH 2026

FY2026

DEPARTMENT	PROPERTY	GEN LIA	UMBRELLA	TERRORISM	BOILER	Liability	TOTALS
ELECTRIC PROD	\$176,407.00	\$2,965.00	\$2,005.00	\$397.00	\$37,162.00	\$0.00	\$218,936.00
600-07-62-52160							
ELEC DIST	\$5,587.00	\$2,965.00	\$2,005.00	\$397.00	\$0.00	\$0.00	\$10,954.00
600-07-61-52160							
WATER PROD	\$49,484.00	\$1,694.00	\$1,145.00	\$227.00	\$0.00	\$0.00	\$52,550.00
610-07-65-52160							
WATER DIST	\$7,553.00	\$1,694.00	\$1,145.00	\$227.00	\$0.00	\$0.00	\$10,619.00
610-07-67-52160							
GAS	\$1,829.00	\$5,927.00	\$4,009.00	\$796.00	\$0.00	\$0.00	\$12,561.00
620-07-63-52160							
SEWER	\$34,164.00	\$1,694.00	\$1,145.00	\$227.00	\$0.00	\$0.00	\$37,230.00
630-07-64-52160							
ADMIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100-01-11-52160							
POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
110-02-21-52160							
FIRE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
120-02-22-52160							
STREET	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
190-03-31-52160							
PARKS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
150-05-51-52160							
AUDITORIUM	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$600.00
151-05-51-52160							
ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
115-02-23-52160							
MECHANIC SHOP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
195-03-66-52160							
LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
170-05-52-52160							
CEMETERY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
180-05-53-52160							
AIRPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,736.00	\$1,736.00
800-07-00-52160							
CRA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
810-07-00-52160							
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$275,024.00	\$16,939.00	\$11,454.00	\$2,271.00	\$37,762.00	\$1,736.00	\$345,186.00

Invoices 438, 535, 779, 312 Miller Monroe

8% Increase
from FY2025

GENERAL INSURANCE PACKAGE

FOR THE YEAR 2024 THROUGH 2025

FY 2025

DEPARTMENT	PROPERTY	GEN LIA	UMBRELLA	TERRORISM	BOILER	PROPERTY REMOVAL	TOTALS
ELECTRIC	\$168,569.00	\$5,757.00	\$3,668.00	\$738.00	\$33,976.00	\$0.00	\$212,708.00
WATER	\$53,369.00	\$3,290.00	\$2,096.00	\$422.00	\$0.00	\$0.00	\$59,177.00
GAS	\$1,715.00	\$5,757.00	\$3,668.00	\$738.00	\$0.00	\$0.00	\$11,878.00
SEWER	\$31,374.00	\$1,645.00	\$1,047.00	\$210.00	\$0.00	\$0.00	\$34,276.00
ADMIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125.00	\$125.00
POLICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FIRE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STREET	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PARKS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AUDITORIUM	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	\$0.00	\$600.00
ANIMAL CONTROL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MECHANIC SHOP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CEMETERY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AIRPORT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CRA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$255,027.00	\$16,449.00	\$10,479.00	\$2,108.00	\$34,576.00	\$125.00	\$318,764.00

Miller Farrell Insurance Agency,

115 N 10th St
Nebraska City, NE 68410
Phone: (402) 873-3331
Fax:
Email:

Invoice # 438	Page 1 of 1
Account Number	Date
FALLCIT-05	9/10/2025
BALANCE DUE ON	
10/1/2025	
AMOUNT PAID	Amount Due
	\$305,056.00

City of Falls City
2307 Barada St
Falls City, NE 68355

Commercial Package	PolicyNumber: EPP 0275189	Effective: 10/1/2025	to 10/1/2026
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Item #	Effective	Due Date	Trans	Description	Amount
20428	10/1/2025	10/1/2025	RENB	25-26 Property Renewal	\$274,392.00
20429	10/1/2025	10/1/2025	RENB	25-26 General Liability Renewal	\$16,939.00
20430	10/1/2025	10/1/2025	RENB	25-26 Umbrella Renewal	\$11,454.00
20431	10/1/2025	10/1/2025	RENB	25-26 Terrorism	\$2,271.00
Total Invoice Balance:					\$305,056.00

Miller Farrell Insurance Agency,

115 N 10th St
Nebraska City, NE 68410
Phone: (402) 873-3331
Fax:
Email:

Invoice # 535	Page 1 of 1
Account Number	Date
FALLCIT-05	9/11/2025
BALANCE DUE ON	
10/1/2025	
AMOUNT PAID	Amount Due
	\$37,762.00

City of Falls City
2307 Barada St
Falls City, NE 68355

Property	PolicyNumber: ENP 0625943	Effective: 10/1/2025	to 10/1/2026
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Item #	Effective	Due Date	Trans	Description	Amount
20621	10/1/2025	10/1/2025	RENB	25/26 Boiler & Machinery	\$37,762.00
Total Invoice Balance:					\$37,762.00

Miller Farrell Insurance Agency,

115 N 10th St
Nebraska City, NE 68410
Phone: (402) 873-3331

Invoice # 779	Page 1 of 1
Account Number	Date
FALLCIT-05	10/2/2025
Balance Due On	
10/2/2025	
Amount Paid	Amount Due
	\$632.00

City of Falls City
2307 Barada St
Falls City, NE 68355

Commercial Package	Policy Number: EPP 0275189	Effective: 10/1/2025 to 10/1/2026
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Item #	Trans	Eff Date	Due Date	Trans	Description	Amount
23166		10/1/2025	10/2/2025	ENDT	Eff 10/1/25 Add 2-7 B + BPP, Add 11-4 B, Amend Blanket	\$632.00
Total Invoice Balance:						\$632.00

AMENDING BLANKET BUILDING TO 82,311,567: AMENDING BLANKET BUSINESS PERSONAL PROPERTY TO 771,358: ADDING 2-7 BLANKET BUSINESS PERSONAL PROPERTY 75,000: ADDING 11-4 BLANKET BUILDING 75,000: AMENDING 2-7 BLANKET BUILDING TO 50,000

Policy Changes

The Policy is amended as follows:

The following items(s):	
<input type="checkbox"/>	REGIONAL OFFICE
<input type="checkbox"/>	THE INSURERS
<input checked="" type="checkbox"/>	POLICY PERIOD
<input type="checkbox"/>	LOCATION OF AVIATION PREMISES
<input type="checkbox"/>	PREMIUM
<input type="checkbox"/>	BROKER
<input type="checkbox"/>	NAMED INSURED AND ADDRESS
<input type="checkbox"/>	LIMITS OF INSURANCE
<input type="checkbox"/>	FORM OF BUSINESS

The premium for the portion of the policy period from October 1, 2025 to October 1, 2026 is \$1,736.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: October 1, 2025

Endorsement Premium: \$1,736

Attached to and made part of Policy No.: 11000168

Issued to: FALLS CITY AIRPORT AUTHORITY

Global Aerospace, Inc.

BY: 

AGLG001 (April 1, 2015)

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Endorsement No. 11

Page 1 of 1

Miller Farrell Insurance Agency,

115 N 10th St
Nebraska City, NE 68410
Phone:(402) 873-3331
Fax:
Email:

Invoice # 312	Page 1 of 1
Account Number FALLCIT-07	Date 9/4/2025
BALANCE DUE ON 9/4/2025	
AMOUNT PAID	Amount Due
	\$1,736.00

Falls City Airport Authority
PO Box 550
Falls City, NE 68355-1963

Commercial Package	PolicyNumber: 11000168	Effective: 10/1/2023 to 10/1/2026
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Item #	Effective	Due Date	Trans	Description	Amount
19301	10/1/2023	9/4/2025	RENB	25/26 GL	\$1,736.00
Total Invoice Balance:					\$1,736.00