

AGREEMENT

Between the City of Lincoln, Nebraska
and the
Lincoln City Employees Association

for the period of August 21, 2008
through August 31, 2009.

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PREAMBLE

THIS AGREEMENT made and entered into on the 21st day of August, 2008, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City" and the Lincoln City Employees Association, hereinafter referred to as the "LCEA." The City agrees to provide wages and benefits under the following conditions:

DEFINITIONS

The City and the Union agree that whenever the following terms are used, they shall have the meanings respectively ascribed to them.

Abnormal absenteeism unusual absence other than regular approved leave or authorized sick leave.

Allocation shall mean the assignment of a position to a class on the basis of the kind, difficulty, and responsibility of work of the position.

City shall mean the City of Lincoln, Nebraska. Hereinafter called the City.

Class or **classification** shall mean a position or group of positions that involve similar duties and responsibilities, require similar qualifications, and designated by a single title indicative of the kind of work.

Class specification shall mean the written description of a class including the title, statements of the duties and responsibilities, and the minimum requirements of education and experience appropriate upon entrance for satisfactory performance in a position of the class.

Demotion shall mean the movement of an employee from a position in one class to a position in another class having a lower maximum salary rate.

Department shall mean a major operating functional unit of the executive branch of the city government established in or pursuant to the charter.

Department head shall mean the officially appointed head of any department.

Director shall mean the Personnel Director.

Flex Time shall mean the ability of the employee to change work hours within the work day or to change work days within the work week.

Immediate family is defined to be husband, wife, child, father, mother, sister, brother, father-in-law, and mother-in-law. Immediate family will also include any other family member whether it be by blood or marriage, legal adoption, legal guardianship, foster children or step children residing in the same household.

Pay period shall mean payroll payments normally made to employees on a bi-weekly basis.

Personnel Board shall mean the duly appointed Personnel Board of the City of Lincoln, Nebraska.

Personnel Code shall mean Chapter 2.76 of the Lincoln Municipal Code entitled "Personnel System".

Position Description shall refer to each employee's specific job duties and responsibilities as written for the purposes of merit and performance evaluation ratings and job postings.

Probationary period shall mean a working test period during which an employee, newly appointed from a list, is required to demonstrate his fitness for a position to which said employee is appointed by actual performance of the duties of the position. The probationary period shall not exceed six months.

Promotion shall mean the movement of an employee from a position of one class to a position of another class having a higher maximum salary rate.

Reallocation shall mean the official determination of the Personnel Director that a position be assigned to a class different from the one to which it was previously assigned.

Seniority is defined as continuous length of service with the City. Any layoff or authorized leave of absence without pay for more than thirty (30) calendar days, except for military leave of absence, shall result in an adjustment in seniority for all time on leave or layoff.

Transfer shall mean the movement of an employee from one position to another position of the same class or of another class having the same maximum salary rate involving the performance of similar duties, and requiring essentially the same basic qualifications.

Union shall mean the Lincoln City Employee Association hereinafter called the Union or LCEA.

Vacancy shall mean a duly created position which is not occupied and for which funds have been provided.

Work day or **working day** shall mean any one shift during which a department is open for business or on which an employee is scheduled work; which shall include eight or ten hours.

Work week shall mean the number of hours regularly scheduled to be worked during any seven consecutive days commencing on a Thursday and ending on the following Wednesday by an individual employee.

ARTICLE 1

BARGAINING UNIT/DUES CHECK-OFF

Section 1. The City recognizes LCEA as the sole and exclusive bargaining representative of full-time, and part-time, regular employees in the classified service as defined in Appendix A and Appendix B defining classifications in LCEA Unit "A" and LCEA Unit "B". Part-time employee shall mean any employee working 20 or more hours per week. If such employee was hired as an LCEA employee, all benefits received by LCEA shall be received by said employee based upon the number of hours worked in the LCEA position.

Section 2. A part-time employee becomes qualified to receive eligible benefits on a pro-rated basis as of the date that the employee becomes represented by LCEA. Group health, dental, vision, life, PEHP and long-term disability are only available to employees working thirty (30) or more hours per week.

Section 3. It is expressly agreed that, while it is appropriate for bargaining that said classifications be grouped into the two separate units designated "A" and "B" as set forth in Appendix A and Appendix B, it furthermore is appropriate that both of said units be represented by LCEA.

Section 4. Upon receipt of a voluntary written individual authorization form (provided by the Union), the City will deduct from the requesting employee's pay the membership dues as required by the Union. The deduction shall be in such amount as is certified to the City in writing by the Union. All written authorizations shall be submitted to the City payroll office.

Section 5. Following receipt of written authorization for union dues deduction in the City payroll office, the requesting employee's deduction will become effective in accordance with City payroll office deadlines. The Union dues shall be deducted only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance and life insurance.

Section 6. Upon receipt of the name of an employee for whom dues deductions are to stop, certified to the City in writing by the Union, the City will discontinue automatic payroll dues deductions from such employee's paycheck in accordance with City payroll office deadlines.

Section 7. The City shall submit to the Union a monthly "Union Deduction Report" listing employees with Union dues deductions in paper format.

Section 8. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of Sections 4 through 7.

Section 9. The City agrees to provide the Union with a list of employees upon request. Such list will be in Excel format, and at the Union's expense. Such list shall include name, home address, department, division, class code, class title, pay range, and date of hire of each employee in the bargaining unit. The Union agrees to keep this list confidential. The Union shall indemnify,

release and hold harmless the City against any and all claims, demands, suits, judgments or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Section 9.

Section 10. The City agrees to include a Union orientation notice in the packet of material provided to employees completing probation, such notice to be supplied by the Union.

Section 11. LCEA board members and stewards shall have the ability to communicate with each other through email correspondence within the framework of the City's email system. Use of email shall be permitted to address individual requests by Union members. Use of email is limited to work-related matters.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. All management rights, functions, responsibilities, and authority that are not mandatory topics of bargaining and are not specifically limited by the express terms of this Agreement are retained by the City.

Section 2. LCEA acknowledges the concept of inherent management rights. These rights, powers, and authority of the City include, but are not limited to, the following (except as limited by the terms of this agreement):

- A. The right to determine, effectuate, and implement the objectives and goals of the City.
- B. The right to manage and supervise all operations and functions of the City.
- C. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations and work shifts, so long as changes in days off, shifts, and working hours, other than in emergencies, which shall include but not be limited to, unplanned absences, are made only after the order for such change has been posted for seven (7) calendar days; except in instances which affect a single work crew or a single employee, the City will make a good faith attempt to deliver such notice.
- D. The right to establish, modify, change, and discontinue work standards.
- E. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees, and the right to suspend, demote, discharge, or take other disciplinary action against employees, for just cause, and to relieve employees from duties due to lack of work or funds.

The right to classify shall include the City's right to create new classifications during the duration of this agreement and to assign a temporary pay range until such time as the pay range is negotiated. When an audit results in an employee being reallocated to a newly created classification, the pay range of such classification shall be equal to or greater than the employee's current pay range.

- F. The right to increase, reduce, change, modify, and otherwise alter the composition and size of the work force.
- G. The right to determine, establish, set, and implement policies for selection, training, and promotion of employees.
- H. The right to create, establish, change, modify, and discontinue any City function, operation, or department except as limited by the terms of this agreement.
- I. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public

relations, and procedures and policies for the safety, health, and protection of City property and personnel.

- J. The right to adopt, modify, change, enforce, or discontinue existing rules, regulations, procedures, and policies that are not mandatory topics of bargaining, and that are not in direct conflict with any provisions of this Agreement.
- K. The right to determine and enforce employees' quality and quantity standards.
- L. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments. The Personnel Department will notify the Union, in writing, of any department or division classification studies in advance of said study.

Section 3. In matters not specifically covered by language within this Agreement and which are not mandatory topics of bargaining, the City shall have the clear right to make decisions in such areas, on a unilateral basis.

ARTICLE 3

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK WEEK

Section 1. The protection of the public health, safety, and welfare demands that neither LCEA, nor any LCEA member, or any person acting in concert with them will cause, sanction, or take part in any strike, walkout, sitdown, stoppage of work, retarding of work, abnormal absenteeism, withholding of services, or any other interference with the normal work routine. The provisions of Section 1 of this Article apply as long as this Agreement, or during any renewal or extension thereof, is in effect.

Section 2. Violation of Section 1 of this Article by LCEA shall be just cause for the City to terminate this Agreement by giving written notice of election to terminate to any elected principal officer of LCEA or the LCEA's attorney, in addition to any other remedies available at law or in equity. If none of the above listed persons can be located, the City can terminate this Agreement with written notice posted on LCEA or City bulletin boards, provided that such notice is posted for not less than thirty (30) calendar days.

Section 3. Violation of Section 1 by an employee shall be just cause for discharge of such employee.

Section 4. The City agrees it shall not lock out or bar from work any employee on account of a labor dispute.

ARTICLE 4

WAGES

Wages for employees covered by this Agreement shall be in accordance with the Merit Pay Plan as set forth in Appendix "A" and Appendix "B" that reflect a two and three quarters percent (2.75%) increase effective January 22, 2009.

** Classes that were agreed to have a pay range change will be moved effective August 21, 2008.*

There shall be a two and three-quarters percent (2.75%) differential between steps for classes with a pay range prefixed by the letter "C". There shall be a three and one quarter percent (3.25%) differential between steps for classes with a pay range prefixed by the letter "A".

Section 1. PROBATIONARY PERIOD The minimum rate of pay for a class shall normally be paid to any employee upon original appointment. Original appointment above the minimum rate may be made if a Department Head submits a written request outlining the reasons for such action for approval of the Personnel Director. Probationary employees shall receive a step increase upon successful completion of the six month probationary period. Thereafter, the eligibility date for future merit increases for employees who complete their probationary period shall be one (1) year from the date of successful completion of the probationary period. An employee performance evaluation form is not required to be completed upon successful completion of the probationary period. The determination of successful completion of the probationary period is solely at the discretion of the Department Head. The Personnel Department requires that upon successful completion of the probationary period a personnel action form shall be completed and forwarded to the Personnel Department.

Section 2. MERIT INCREASES Advancement by an employee through the merit pay steps in the Merit Pay Plan shall be on the basis of performance as determined by the employee's Department Head. In making the decision as to whether or not an employee deserves and shall receive a merit pay step increase, the Department Head must find that the employee being considered has performed in a commendable or outstanding manner.

Employees who have a rate of pay which is less than the maximum rate established for their pay range shall annually be eligible for a one-step merit pay increase. However, under no circumstances shall an employee earn a rate of pay in excess of the maximum rate established for the employee's pay range.

Section 3. SPECIAL INCREASES - PERMANENT Upon a showing by an employee of exceptional and unusual circumstances in connection with his classification and with the recommendation of the appointing authority, the Mayor may grant permanent one- or two-step merit increases which are consistent with the spirit and purpose of the merit system provisions of the City Charter. The effective date of the merit step increase(s) granted in accordance with this Section shall be used to establish a new eligibility date, which shall be one (1) year from the effective date of the merit step

increase(s). Increases granted under this Section may be granted only once per contract year.

Section 4. SPECIAL INCREASES - TEMPORARY A Department Head may recommend a temporary, exceptional service award for an employee in order to recognize exceptional service. A one- or two-step increase may be authorized for periods of two, four, or six pay periods. Increases for exceptional service shall be paid only on recommendation of the Department Head supported by a convincing showing in writing of exceptional service as related to specific criteria to be recommended by each department applicable to its own work and approved by the Personnel Director.

Section 5. ELIGIBILITY DATES Eligibility dates for evaluating performance or for advancement within the Merit Pay Plan shall be established based upon completion of the original probationary period; upon a promotion or demotion; upon the reallocation of a position that results in a pay change; or upon the reassignment of a class to a different pay range that results in a pay change. Merit increases shall be effective beginning the first full pay period following the established eligibility date.

Section 6. SHIFT DIFFERENTIAL Non-exempt employees who are regularly assigned to second and third shifts shall be paid an additional forty-five cents (\$.45) per hour for second shift and fifty cents (\$.50) per hour for third shift. The differential pay per hour shall be included as an addition to their current hourly rate. To be entitled to second shift differential pay, employees must work a majority of their regularly scheduled shift hours between 5:00 p.m. and 11:59 p.m. To be entitled to third shift differential pay, employees must work a majority of their regularly scheduled shift hours between 11:59 p.m. and 9:00 a.m.

Employees who are entitled to shift differential pay shall also receive the shift differential pay in addition to their current hourly rate for paid leaves of absence such as vacation, sick leave, holiday pay, and funeral leave. For the purpose of computing overtime pay, employees' "regular hourly rate", as defined by the Fair Labor Standards Act, shall include the additional forty-five cents (\$.45) per hour for second shift or fifty cents (\$.50) per hour for third shift differential pay.

Section 7. CDL's The City will reimburse an employee the difference in cost between a regular driver's license and a Commercial Driver's License, when the employee's position classification requires a Commercial Driver's License.

Section 8. LONGEVITY PAY In addition to an employee's base salary or pay, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of continuous service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a pro-rated basis on each regular payday. Employees who are scheduled to work less than forty (40) but at least twenty (20) hours per week shall receive longevity pay based on the number of hours worked each pay period. The longevity schedule shall be as follows:

Completed Years of Service	Annual Pay
5 Years	\$ 266.00
10 Years	\$ 495.00
15 Years	\$ 812.00
20 Years	\$1,054.00
25 Years	\$1,338.00

For purposes of longevity pay, any employee who terminates employment and who is later reemployed shall be treated as a new employee.

ARTICLE 5

SPECIAL PAY

Section 1. The Emergency Service Dispatcher Trainer program consists of the basic dispatch training curriculum, position training, and progress evaluations of entry level employees in the Lincoln Emergency Communications Center (Center).

The Emergency Service Dispatcher Trainer (ESD-T) is charged with the responsibility of training and evaluating new dispatchers in the Center, including basic classroom and position training. This responsibility will be in addition to his regular duties. Selection for the ESD-T positions will be from employees employed in the classifications of Emergency Service Dispatcher II or Emergency Service Dispatcher III.

Section 2. ESD-T's will be compensated with a stipend in the amount of one hundred twenty dollars (\$120.00) per pay period during the time when a trainee is formally assigned, either on a permanent or temporary basis. Formal designation as an ESD-T will be in writing from the coordinator identifying the ESD-T and the trainee assigned. During the times when the assigned ESD-T is unavailable to the trainee, any ESD-T can be assigned to fill in for the regular ESD-T.

ARTICLE 6

BULLETIN BOARDS & NOTICES

Section 1. LCEA bulletin boards may be installed by LCEA at its expense in City facilities in locations approved by the Department Head or a designated representative. Bulletin boards will be approved as to size and type by the Department Head or a designated representative before installation is made.

Section 2. Approved notices:

- A. Notices of LCEA recreational, educational, and social affairs.
- B. Notices of LCEA elections, appointments and results of LCEA elections.
- C. Notices of LCEA meetings.
- D. Copies of current LCEA contractual agreement with the City of Lincoln.

Section 3. All notices other than those listed above shall be presented to the Mayor's Administrative Assistant or his representative for approval. Such notices, if approved, shall indicate both posting and removal dates. The LCEA will be responsible for the posting and removal of all LCEA notices.

ARTICLE 7

LCEA BUSINESS

Section 1. The negotiating team for the LCEA shall have available a total of one hundred fifty (150) hours with pay for the sole purpose of labor negotiations with the City.

Section 2. When officers of the LCEA, or designated Board members of the LCEA, are requested by the City to participate in meetings excluding contract negotiations during working hours as LCEA officers or Board members, attendance at such meetings shall be without loss of pay or benefits.

Section 3. The City, during its new employee orientation, shall inform new employees of the existence of LCEA. The City further agrees to provide to such new employees, an information packet (approved by the City) regarding LCEA, as may be made available to the City Personnel Department.

Section 4. The LCEA president and/or designated representative will be granted a maximum of one hundred fifty (150) hours with pay per contract year for the purpose of representing members of the bargaining unit during grievances, disciplinary hearings or other administrative conferences.

Section 5. It is the exclusive privilege of the LCEA to select the individuals that will be representing the interests of the LCEA for any formal committees, sponsored or created by the City in writing, to which the LCEA has designated representatives.

Section 6. When authorized by the Union to attend specific Union functions, elected or appointed representatives of the local Union may be granted time off without pay by their supervisors to attend such functions. Requests to the supervisor must be made in writing at least three working days in advance of the function. To be qualified, the function must be nonpolitical, away from City property and unrelated to Union recruiting activities. No requests for such leave shall be unreasonably withheld. Leave authorized under this section shall be limited to one hundred fifty (150) hours per contract year distributed among all elected or appointed representatives.

ARTICLE 8

DISCIPLINE

- Section 1.** An employee may be placed on disciplinary probation not to exceed ninety (90) calendar days. The disciplinary probation provided herein, may be given in conjunction with any other disciplinary action for the incident which resulted in disciplinary probation.
- Section 2.** Upon written request from an employee, the City shall remove from an employee's Personnel and employing department's files, any and all disciplinary actions, except suspension and dismissal, more than one (1) year old.
- Section 3.** Upon being informed that an employee has been accused of behavior which, if substantiated, would be cause for dismissal, the Department Head shall have the option of suspending an employee without pay for a period not to exceed thirty (30) calendar days for the purpose of investigation of the accusation, provided that if after investigation the Department Head determines to dismiss the employee, they shall give written notice of the dismissal and, if after investigation, the Department Head determines that the accusation cannot be substantiated or does not constitute cause for dismissal, the employee shall be reinstated and awarded back pay for any portion of the suspension time not imposed as disciplinary action.
- Section 4.** At least two (2) working days prior to any pre-disciplinary meeting, the employee shall be provided written notice which sets forth an explanation of the nature of the allegations against the employee and a detailed explanation of the evidence in the possession of the City supporting such allegations. The employee shall have the right to the presence of an attorney or union representative at the pre-disciplinary meeting. The City shall not discipline an employee without just cause, and shall recognize and employ progressive discipline when possible. When imposing progressive discipline, the nature and severity of the infraction shall be considered along with the history of discipline and performance contained in the employee's personnel file.
- Section 5.** If no disciplinary action is taken after an investigative suspension, the City shall remove all documentation related thereto from the employee's personnel file.
- Section 6.** Any disciplinary action must be initiated within one (1) year after the City becomes aware of the incident providing the basis for the disciplinary action.
- Section 7.** In preparation for a pre-disciplinary meeting, an employee shall have the right to access his or her work computer and city email account to retrieve any information necessary to his or her defense.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. To supplement Section 2.76.475 of the Lincoln Municipal Code, Personnel System:

Step 1. The aggrieved employee shall present in writing his grievance to his Department Head within fifteen (15) working days from the date on which the employee became aware of or should reasonably have been aware of the incident giving rise to the grievance. The Department Head shall render a written decision to the aggrieved employee within fifteen (15) working days from the receipt of the grievance.

Step 2. If the grievance is not resolved under Step 1, the employee may request a hearing before the Personnel Board by notifying the Personnel Director in writing, within fifteen (15) working days from the date of the written decision in Step 1. Upon such written notification, the Personnel Director shall arrange for a hearing before the Personnel Board within thirty (30) working days from the date of request as described in this step.

The Personnel Board's scope of review shall be to determine whether or not term(s) of this Agreement, City personnel policies, Department rules and regulations, Charter or Lincoln Municipal Code has/have been violated, and whether the action was taken for good cause. Personnel Board hearings shall be informal and the rules of evidence shall not apply. The parties may be represented as they choose at Personnel Board hearings. In cases involving discipline, the City shall present its case first, and in all other cases the grievant shall present his/her case first. The Personnel Board may interpret relevant provisions of this Agreement, City personnel policies, Department rules and regulations, Charter or Lincoln Municipal Code, but the Personnel Board shall have no authority to add to, subtract from, or in any way modify the terms thereof. The Personnel Board shall have the authority to order reinstatement and to award back pay, or otherwise modify disciplinary actions.

Step 3. If either party is dissatisfied with the Personnel Board decision, it may appeal to a court of competent jurisdiction within Lancaster County, Nebraska.

Section 2. A grievance may be initiated and prosecuted by the City with regard to actions by employees represented by the LCEA which are violations of this Agreement by the filing of such grievance in writing with the designated representative of LCEA. Notice shall be given by registered mail. Within thirty (30) days of the date of delivery of such grievance, the designated representative of the LCEA and the City, through its designated representative, shall arrange for a meeting in order to discuss the grievance. The designated representative of the LCEA shall provide the City, or its designated representative, with a written answer to the grievance within fifteen (15) working days after the conclusion of such a meeting. If satisfactory settlement is not reached under this procedure, the City may file a notice of its intention to request a hearing before the Personnel Board if

such notice is filed with the designated employee representative within fifteen (15) working days after receipt of the LCEA's answer as provided for in this section. The procedure before the Personnel Board shall be as set out in Step 2 contained herein.

Section 3. Both parties must provide the other party with a listing of all exhibits to be introduced at the hearing, a copy of each exhibit and a listing of individuals that the party plans to call as a witness in the Personnel Board hearing seven (7) calendar days prior to the hearing. Either party at any time after the filing of the grievance or appeal may request documents relevant to the grievance or appeal. In case of disputes the Personnel Director may decide if documents must be provided.

Section 4. Subpoenas. Upon written request to the secretary of the Personnel Board (Personnel Director) by the City, a grievant, appellant or of the parties' attorneys, the secretary shall cause to be prepared a subpoena to be issued by the Board Chair or Vice-Chair directing the attendance of the named witnesses or the production of books and records. The requesting party or its representative is responsible to serve the subpoenas on the person(s) sought to be witnesses or upon the party from which the production of books and records is sought. All costs associated with the preparation, issuance and service of a subpoena shall be borne by the requesting party. The parties shall not be required to serve subpoenas by the process set out in statute, but may serve them in person or by first class U.S. mail. No written request for the preparation or issuance of a subpoena shall be honored unless such written request is received by the secretary not less than six (6) calendar days prior to the date upon which the matter is to be heard by the Board. The subpoena shall be served not less than forty-eight (48) hours prior to the commencement of the Personnel Board meeting.

Section 5. Employees who are subpoenaed to attend a Personnel Board hearing shall be granted time off from their assigned duties to appear, and all hours in attendance shall be considered work time.

Section 6. In all grievances and appeals where the Union is representing an employee, the employer shall not discuss the grievance or appeal with the employee without the Union present.

Section 7. The City shall, upon receiving a written request from the appellant or representative, provide to the appellant a redacted abstract of the employer's disciplinary records concerning the same or similar offenses committed by employees represented by LCEA in the same department within the last three years and the type of punishment administered, if any. LCEA agrees to maintain the confidentiality of the information provided and to indemnify and hold the City harmless against all claims for liability or damage which may arise from providing the information requested pursuant to this section.

ARTICLE 10

PROMOTION, TRANSFER, REALLOCATION, DEMOTION

Section 1. PROMOTION In the event of a promotion, the rate of the promoted employee shall be increased to that step in the higher pay range next above the employee's rate of pay prior to promotion which results in at least a 2.75% increase for employees in pay ranges prefixed by "C" or at least a 3.25% increase for employees in pay ranges prefixed by "A". More than a one step increase in pay upon promotion may be awarded if a Department Head submits a written request outlining reasons for such action for approval by the Personnel Director. Under no circumstances shall a promoted employee's rate of pay exceed the maximum rate established for the higher pay range.

A promotion of any regular employee shall start a promotion probationary period of six (6) months in the higher classification. A promotion of any employee during his probationary period shall have the effect of ending the probationary period in the former classification and on the date of the promotion shall start a promotion probationary period of six (6) months in the higher classification.

Prior to the completion of the promotion probationary period, a performance appraisal shall be completed on the promoted employee. The employee will be eligible for a one-step increase. Under no circumstances shall the amount of the promotion probation increase exceed the maximum rate of the employee's pay range. Such increase shall be effective the first full pay period following the established eligibility date for completion of the promotion probationary period. Upon successful completion of the promotion probationary period, a new eligibility date will be established which shall be one year from the date of the completion of the promotion probationary period. If an employee fails to successfully complete the promotion probationary period, the employee shall retreat to his former classification, and rate of pay. The date of the retreat shall be used to establish a new eligibility date, which shall be one (1) year from the date of the retreat.

Section 2. TRANSFER In the event of transfer to another position with the same maximum rate, the employee's rate of pay will remain unchanged at the time of transfer.

Section 3. REALLOCATION TO A HIGHER PAY RANGE In the event a position is reallocated to a classification which has a higher maximum pay range, the reallocated employee shall be paid at the minimum rate of the higher pay range, or at the next higher step in the new pay range next above the employee's rate of pay prior to reallocation. Such increase should result in at least a 2.75% increase for employees in pay ranges prefixed by "C" or at least a 3.25% increase for employees in pay ranges prefixed by "A". The effective date of the reallocation shall be used to establish a new eligibility date, which shall be one (1) year from the date of the reallocation.

In the event a classification is reallocated to a higher maximum pay range, the employee in the classification shall be paid at the minimum rate of the

new pay range, or at the next higher step in the new range above the employee's present rate of pay, whichever is greater. Such increase should result in at least a 2.75% increase for employees in pay ranges prefixed by "C" or at least a 3.25% increase for employees in pay ranges prefixed by "A". The effective date of the reallocation shall be used to establish a new eligibility date, which shall be one (1) year from the date of the reallocation.

Section 4. REALLOCATION TO A LOWER PAY RANGE In the event a position is reallocated to a classification which has a lower maximum pay range, the employee concerned shall normally be paid at the same rate of pay in the lower pay range. If the employee's rate of pay exceeds the maximum rate of the lower pay range, the employee's rate of pay shall be frozen (red-circled) until such time that the maximum rate, through general increases, makes sufficient upward movement so that it exceeds the employee's rate of pay. When the maximum rate meets or exceeds the employee's frozen (red-circled) rate through general increases, the employee's frozen rate of pay shall then increase to the maximum rate, and be eligible for all future increases, providing that such increases do not cause the pay rate to exceed the maximum rate.

In the event a classification is reallocated to a lower maximum pay range, the same provisions shall apply as have been established for the reallocation of a position to a lower pay range.

Section 5. DEMOTION In the event of a demotion (other than through reallocation as defined in Section 3 above), whether voluntarily or involuntarily, the rate of the demoted employee shall be decreased at least one step or 2.75% if in a pay range prefixed by "C" or 3.25% if in a pay range prefixed by "A" below the employee's rate of pay prior to demotion. Under no circumstances shall a demoted employee's rate of pay exceed the maximum rate of pay in the lower pay range. Approval to reduce the employee's rate of pay more than one step, either 2.75% or 3.25%, may be allowed if a Department Head submits a written request outlining the reasons for such action for approval by the Personnel Director. The effective date of the demotion shall be used to establish a new eligibility date, which shall be one (1) year from the date of the demotion.

Section 6. APPEAL OF ALLOCATION An employee may appeal the allocation of the employee's position to the Personnel Board within fifteen (15) working days following the receipt of the result of a position audit if the employee's position is downgraded to a class with a lower maximum pay range.

An employee whose position allocation results in the position remaining the same shall have the right to request a formal reconsideration by the Personnel Director or the Director's designated representative knowledgeable about such matters. There shall be no right of appeal from the reconsideration to the Personnel Board.

ARTICLE 11

TEMPORARY ASSIGNMENT/PROMOTION TO A HIGHER CLASSIFICATION

Section 1. Any regular, nonexempt employee, in a pay range prefixed by "C", who is temporarily assigned to work in a budgeted position (with a pay range prefixed by "C") which is temporarily vacant and has a higher maximum salary than the maximum salary of such employee's regularly assigned class and who actually works at least eight (8) consecutive hours in the higher classification shall be compensated at the minimum rate established for the higher class, or at the next higher step in the higher class which results in at least 2.75% increase above the employee's current rate of pay, whichever is greater. All out of class work shall be assigned in writing, either prior to the initiation of the work, or the Department shall provide the employee a written record of the assignment within seventy-two (72) hours of the initiation of the work on a form prescribed by the City; and

The authorization must empower the employee to perform the full range of duties of the out of class work, even though the employee may not perform the full range of duties; out of class work shall also include when an employee is assigned to operate specific equipment outlined in the higher classification.

Section 2. Any regular, exempt employee, in a pay range prefixed by "A", may be temporarily promoted to fill a budgeted position (with a pay range prefixed by "A") which is temporarily vacant and has a higher maximum salary than the maximum salary of such employee's regularly assigned class. Such temporary promotion must first be approved in writing by the Personnel Director only after the Department Head demonstrates that the employee is qualified for the vacant position. Once granted, the employee must actually perform the duties of the vacant position and shall be paid at the next higher step above the employee's current rate of pay which results in at least a 3.25% increase, or at the minimum rate of the established range of the vacant position, whichever is greater. Any increase in pay greater than two steps must be approved in writing by the Personnel Director. No temporary promotion shall be granted for less than forty (40) hours or continue longer than one year from the date of the original assignment and approval by the Personnel Director, unless specifically authorized by the Personnel Director for a longer period of time.

Section 3. Any regular, nonexempt employee, in a pay range prefixed by "C", may be temporarily promoted to fill a budgeted, exempt position (pay range prefixed by "A") which is temporarily vacant and has a higher maximum salary than provided by such employee's current pay range. Such temporary promotion must first be approved in writing by the Personnel Director only after the Department Head demonstrates that the employee is qualified for the vacant position. Once granted, the employee must actually perform the duties of the vacant position and will be treated as an exempt employee. The employee shall be paid at the rate of at least the next higher step above the employee's current rate of pay, or at the minimum rate of the established range of the vacant position, whichever is greater. However, any increase in pay greater than one step must be approved in writing by the Personnel Director. Such temporary promotion shall be for at least forty (40) hours,

and may not extend longer than one year from the date of approval by the Personnel Director, unless specifically authorized by the Personnel Director for a longer period of time.

Section 4. Regular employees, including employees who are temporarily promoted or who are in an acting capacity in any of the represented classifications for a period of six months or longer, shall annually be eligible for merit increases of either 2.75% or 3.25% depending on whether the employee is temporarily promoted or acting in a pay range prefixed by “C” or “A”; provided, however, that upon the employee's return to the employee's former classification, any merit increase earned while temporarily promoted or in an acting capacity shall be applied to the employee's rate of pay which existed prior to the employee's temporary promotion or permanent placement in an acting capacity.

Section 5. In the event an employee is temporarily assigned to a higher classification or is temporarily promoted to a higher classification, and requests and receives approval for paid leave, such paid leave shall be compensated at the employee's rate of pay prior to said assignment. This section shall apply to temporary assignments or temporary promotions of less than thirty (30) days.

Section 6. A nonexempt employee, who works a full week in an exempt classification, is not eligible for overtime compensation for extra hours worked.

ARTICLE 12
HOURS OF WORK

- Section 1.** Eight (8) or ten (10) consecutive hours, exclusive of lunch, shall constitute a day's work and forty (40) working hours shall constitute a week's work. A week is hereby defined as the period of Thursday through the following Wednesday.
- Section 2.** When possible, an employee will receive two (2) or three (3) consecutive days off at the end of their work week depending upon either eight (8) or ten (10) hour shifts.
- Section 3.** Seniority will be the basis for the determination of shifts and days off within a department.
- Section 4.** The Department Head or his designated representative reserves the right to utilize flex time in scheduling employees provided that at least forty-eight (48) hours notice is given the affected employee(s) and further provided that such schedule or shift change will not last more than forty (40) working hours.
- Section 5.** Employees in classifications with pay ranges prefixed by "A" are deemed exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and presumed to be paid for a complete job. However, the City recognizes that many of these employees are required to work irregular hours and may in some departments work in excess of forty (40) hours in a work week or eighty (80) hours in a pay period on a consistent basis. Therefore, the City supports the concept of a flexible working schedule for employees in these classes where and when it can be implemented by Department Heads in a manner which improves or insures the delivery of adequate and necessary services to the community. Department Heads are encouraged to utilize discretion and good judgment when allowing employees in these classes a flexible time to work in lieu of paid vacation or personal leave time. Employee requests to make flexible work arrangements shall not be unreasonably denied.
- Section 6. REST PERIODS** There shall be allowed one fifteen (15) minute rest period during each one-half (½) shift of the work day. The rest period shall be scheduled at the approximate middle of each one-half (½) shift whenever possible. The rest period may also be scheduled at other times in each one-half (½) shift if service would be adversely affected by taking the rest period in the approximate middle of the one-half (½) shift. Employees working nonconsecutive one-half (½) shifts that are worked either on the same day or on different days shall be allowed the same number of rest periods as those employees who work a regular work day. Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.
- Section 7. SNOW EMERGENCY** The City will be open on all regularly scheduled work days. If an employee is unable to arrive at the work site because of an official snow emergency, the lost work time must be accounted for through vacation, personal holiday or unpaid leave.

ARTICLE 13

OVERTIME

Section 1. Work performed by non-exempt employees in excess of forty (40) hours per work week (Thursday through the following Wednesday) shall be compensated at the rate of one and one-half (1 ½) times the hourly rate of the employee. Overtime shall be paid only for those hours actually worked with the exception that for employees who are not scheduled to work on a holiday, the legal holiday time not worked will be added to the employee's regular schedule to determine hours worked for overtime purposes. In calculating overtime pay, the employee shall be paid in accordance with the Fair Labor Standards Act with the exception that vacation and personal holiday hours shall count toward hours worked for the computation of overtime.

When a non-exempt employee is required to attend meetings or training sessions during the employee's off-duty time, and such time does not merge with the employee's scheduled hours of duty, such employee shall be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate for the actual number of hours attended.

Section 2. CALL BACK. Employees entitled to overtime pay who are called back and physically report to work for emergency duty, as determined by the Department Head or his designee, shall be paid at the overtime rate for their position classification, with a minimum of two (2) hours pay.

Section 3. Overtime rate of time and one half (1-½) will be paid for actual time involved on work related telephone calls or work related home contacts. The work related telephone calls or work related home contacts must be from a supervisor and authorized by a Division Manager. No overtime will be allowed for calls or home contacts initiated by anyone other than those mentioned in this Section.

Section 4. ON-CALL. Employees entitled to overtime pay who are officially assigned to be on-call during their normal work week shall receive one (1) hour of pay at their regular hourly rate of pay for each eight (8) hour period of on-call or fraction thereof.

ARTICLE 14
LEAVE PROVISIONS

(To supplement pertinent sections of the Lincoln Municipal Code.)

Accrued leave time shall be available for use at the end of the pay period at 2359:59 Wednesday night.

Section 1. A. SICK LEAVE Sick leave shall be earned by each employee in a classified position at the factored hourly equivalent of eight (8) hours for each full month of service. Earnings shall be computed only for those hours when an eligible employee is in a pay status, excluding overtime. Sick leave shall be earned but not granted during the first six (6) months of employment after original appointment.

B. WHEN TAKEN Sick leave will be paid only when an employee is unable to perform work duties due to actual personal illness, for periods of time during which no injury leave or workers compensation benefits are payable, bodily injury, pregnancy, disease, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or to keep a medical or dental appointment, blood donations and for no other reason. Sick leave with pay is intended to be paid on account of sickness rather than a continuation of salary.

Sick leave must be earned before it can be granted, and advancing sick leave is prohibited. Employees may utilize no more than their accrued balance of sick leave. When an employee finds it necessary to be absent for any of the reasons specified herein, the employee shall cause the facts to be reported to the Department Head in accordance with departmental rules and regulations.

An employee must keep the Department Head informed of the employee's condition. This shall be on a daily basis unless waived by the Department Head or a designated representative. An employee may be required by the Personnel Director to submit a medical certificate for any absence. Failure to fulfill these requirements may result in denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave. Sick leave shall not accrue during any period of leave of absence without pay.

C. FAMILY ILLNESS An employee shall be granted time off for a maximum of eighty (80) hours per calendar year for illness in the employee's immediate family. Immediate Family is defined in the Definitions section of the contract. Such time off will be deducted from the employee's accumulated sick leave. Upon written request, the Personnel Director may waive the eighty (80) hour limit after reviewing the individual circumstances in support of the request. For purpose of this section, death of an employee's spouse shall not terminate the employee's in-law relationship with the spouse's family unless the employee has remarried.

D. ACCUMULATED SICK LEAVE The accrual of unused sick leave hours is unlimited.

E. **UNUSED SICK LEAVE** Upon retirement from the City service or upon a reduction in force, an employee shall be paid one-half (½) of the employee's accumulated unused sick leave, with the rate of payment based upon the employee's regular hourly rate of pay at the time the employee retires or is subject to a reduction in force. Upon the death of an employee, the employee's beneficiary shall be paid one-half (½) of the employee's accumulated unused sick leave, with the rate of payment based upon the employee's regular hourly rate of pay at the date of the employee's death.

Section 2. PREGNANCY LEAVE Pregnancy leave shall be handled in the same manner as any other personal illness. An employee shall expend accrued sick leave while unable to perform her duties as verified by a physician's statement. The City shall conform to all requirements of the Family and Medical Leave Act (FMLA). Whether or not the employee qualifies for FMLA, she shall obtain a physician's certification of her fitness to return to work.

If an employee wishes to use vacation leave prior to or immediately following pregnancy leave, the rules governing vacation leave with pay shall apply (Section 2.76.395).

Leave of absence, as set forth in Section 2.76.400, may be approved in conjunction with the above use of sick leave.

Section 3. FUNERAL LEAVE In the case of the death of the employee's spouse, parent, step parent, sibling, child, step-child, mother-in-law, father-in-law, grandparent, great grandparent, grandchild, great grandchild, or in the case of the death of any other relative residing in the immediate household of a regular employee, the employee shall be allowed four (4) days (thirty-two hours) funeral leave with regular pay without deduction from the employee's pay or accumulated sick leave. In addition, the employee may be allowed to use up to two (2) days (sixteen hours) of the employee's accumulated sick leave in the case of the death of any above designated persons. Funeral Leave may be taken non-consecutively with approval from the Department Head or Personnel Director when circumstances warrant.

In the case of the death of the employee's or employee's spouse's daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, employee's spouse's grandparents, or foster child residing in the immediate household of the employee, the regular employee shall be allowed two (2) days (sixteen (16) hours) funeral leave with regular pay without deduction from the employee's pay or accumulated sick leave. Further, the employee may also be allowed to use up to three (3) working days (twenty-four (24) hours) of the employee's accumulated sick leave in the case of death of any of the above-designated persons.

For purpose of this section, death of an employee's spouse shall not terminate the employee's in-law relationship with the spouse's family unless the employee has remarried.

A regular employee may be allowed up to two (2) hours time off with pay to attend the funeral of a currently employed co-worker or former co-worker, provided however, that such permission is granted by the employee's Department Head or their designated representative.

Section 4. VACATION LEAVE An employee shall earn vacation leave with pay according to the following schedule:

- A. After original appointment — at the factored hourly equivalent of eighty-eight (88) hours per year.
- B. After five (5) years of service — at the factored hourly equivalent of one hundred twenty (120) hours per year.
- C. After ten (10) years — at the factored hourly equivalent of one hundred thirty-six (136) hours per year.
- D. After fifteen (15) years of service — at the factored hourly equivalent of one hundred sixty-eight (168) hours per year.
- E. After twenty (20) years of service — at the factored hourly equivalent of one hundred ninety-five (195) hours per year.
- F. After twenty-five (25) years of service — at the factored hourly equivalent of two hundred (200) hours per year.

The Department Head may require that vacation leave be taken not less than one (1) hour at a time. For the purpose of determining years of service for vacation leave, years of service will be computed following the most recent date of appointment and shall continue as depicted in items A through F. Vacation leave shall not accrue during a leave of absence without pay. Vacation leave shall be earned but will not be granted during the first six months of employment after original appointment.

An employee may accumulate vacation leave to a maximum of eighty (80) hours over and above the employee's maximum annual earning rate.

ARTICLE 15

HOLIDAYS

(To supplement pertinent sections of the Lincoln Municipal Code.)

Section 1. NON-SHIFT EMPLOYEES Authorized Holidays. The following and, in addition, any other days that may be designated by the Mayor are paid holidays for employees: Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day.

In addition, the City will provide two (2) non-cumulative personal holidays to all eligible employees each payroll fiscal year. These holidays may be taken at any time during the year provided the days selected by the employee have the prior approval of the appointing authority. The sixteen (16) hours may be taken by the employee in increments of not less than two (2) hour blocks.

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday; whenever a holiday falls on Saturday, the preceding Friday shall be considered a holiday. Holidays which occur during a vacation, sick, funeral, or injury leave shall not be charged against that leave. An employee must be in a pay status the normal hours scheduled the day before and the normal hours scheduled the day after the authorized holiday in order to be eligible for holiday pay.

Section 2. SHIFT EMPLOYEES Employees who are scheduled to work and who actually work on an authorized holiday, and who work in a seven day a week or twenty-four hour a day operation, shall be paid two (2) times the hourly rate for such hours worked in addition to the normal holiday pay. Holidays which occur during a vacation, sick, funeral, or injury leave shall not be charged against that leave. An employee must be in a pay status the normal hours scheduled the day before and the normal hours scheduled the day after the authorized holiday in order to be eligible for holiday pay.

Authorized holidays for shift employees are Labor Day, Veterans Day (November 11th), Thanksgiving Day, Day after Thanksgiving, Christmas Day (December 25th), New Year's Day (January 1st), Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, and Independence Day (July 4th).

In addition, the City will provide two (2) non-cumulative personal holidays to all eligible employees each payroll fiscal year. These holidays may be taken at any time during the year provided the days selected by the employee have the prior approval of the appointing authority. Full-time employees must take their personal holidays in two (2) hour increments.

ARTICLE 16

HEALTH CARE AND LIFE INSURANCE

Section 1. HEALTH The City shall contract annually with one or more health insurance carriers to provide a group health care plan. If an employee elects single coverage, the City shall contribute ninety-five percent (95%) of the monthly cost of coverage and the employee's contribution shall equal five percent (5%) of the monthly cost of coverage. If an employee elects 2/4 party or family coverage, the City shall contribute an amount equal to eighty-four percent (84%) of the monthly cost of coverage and the employee's contribution shall equal sixteen percent (16%) of the monthly cost of coverage.

Section 2. Existing benefits shall not be changed except by mutual agreement of the parties.

Section 3. DENTAL Employees will be eligible to be covered under the dental plan. The City will pay ninety-eight percent (98%) of the monthly cost of single coverage and the employee will pay two percent (2%) of the monthly cost of coverage. The City will pay sixty-three percent (63%) of the monthly cost of 2/4 party or family coverage and the employee will pay thirty-seven percent (37%) of the monthly cost of coverage.

Section 4. LIFE The City will provide long-term disability insurance and will provide a \$50,000 life insurance policy to all eligible employees.

Section 5. RETIREE HEALTH INSURANCE

- A. All retired members of the bargaining unit who have not reached Medicare eligibility age (65) may participate in the group health care plan or plans for active City employees provided that each retiree so desiring will execute the required forms in a timely fashion and further provided that each retiree will be required to pay the full cost of such coverage subject to any rate increases which may occur from time to time. Such payments will be made by the retiree to the plan provider or administrator, with no additional obligation on the part of the City.
- B. Any new employee hired after September 1, 2008 who subsequently retires prior to reaching Medicare eligibility age (age 65) may participate in the group health care plan or plans for active City employees, provided that such employee pays 100% of the premium rate as actuarially determined for those employees in this group.

Section 6. POST EMPLOYMENT HEALTH PLAN (PEHP) The City shall provide a Post Employment Health Plan which allows for the accumulation of funds for the future payment of medical expenses and premiums. The PEHP will be considered by both parties to be part of total compensation in the computation of wages and benefits. Effective with this Agreement, the amount of dollars paid into the employee's PEHP universal account by the City on behalf of the employee shall be \$25.00 per pay period for each eligible employee.

In addition, upon retirement, death or reduction in force one-half (½) of the employee's sick leave payout shall be added (paid) into the employee's PEHP premium account and one-half (½) paid out in cash.

ARTICLE 17

NON-DISCRIMINATION

Section 1. The parties hereby agree not to discriminate against any employee because of race, color, religion, sex, sexual orientation, national origin, disability, age, ancestry, marital status, political affiliations, or Union or non-Union membership.

Section 2. The parties agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.

ARTICLE 18

SAVINGS AND LEGALITY CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 19

UNIFORMS AND EQUIPMENT

Section 1. The City shall supply safety glasses to employees who are required to wear safety glasses in the performance of their duties. Safety glasses which are authorized must be industrial grade safety glasses which meet or exceed the requirements of ANSI Specification Z87.1. All employees who are required to wear safety glasses shall also be required to wear side shields, either permanent or snap-on, whenever an eye hazard exists. Solid tinted glasses will not be approved unless required by prescription. Photogray lenses may be considered for those employees who primarily work outdoors.

Section 2. The City agrees to pay the full cost for the purchase of required safety glasses. This excludes the cost of the eye examination which will be the responsibility of the employee. The effected employees will be allowed one (1) replacement of safety glasses every two (2) years. In the event the safety glasses become lost, unserviceable, or broken on the job, the employee must present a written request for replacement to the Department Head. The replacement of those glasses will be at the discretion of the Department Head.

Section 3. An employee who is required to wear safety glasses must present a written request to his immediate supervisor. The supervisor will review the request and forward approved requests to the division supervisor or Department Head accordingly. Requests that are denied will be returned to the employee with an explanation. The employee may submit a second written request to the Department Safety Committee, who will review the matter and forward its recommendations to the division supervisor.

Section 4. The employee must obtain a current prescription and the employee is authorized the use of sick leave not to exceed two (2) hours to accomplish this examination. The employee will obtain a purchase order from the Department Head prior to ordering the safety glasses. The employee will present the purchase order to the appropriate vendor when ordering. The vendor will contact the appropriate Department Head when the glasses are ready for delivery. The Department Head will then notify the employee who will present himself at the vendor for fitting and pickup.

Section 5. In the event a probationary employee has been issued safety glasses and terminates his employment with the City for any reason during the probationary period, he shall be required to reimburse the City for any expenses incurred in the purchase of safety glasses.

Section 6. If, at any time during the term of this contract, a City Department, with the approval of the Mayor, determines that employee uniforms are necessary or required for City employees subject to this contract, the City shall provide any necessary or required uniform at its cost.

ARTICLE 20

TUITION REIMBURSEMENT

All employees covered by this contract are eligible for tuition reimbursement at a rate of seven hundred fifty dollars (\$750.00), inclusive of lab fees, per contract year for courses offered by an accredited educational institution. Course work must be work related. The following list of courses is for illustrative purposes only and not all inclusive.

- Sciences (i.e. environmental studies, health, lab sciences, etc.)
- Math/Accounting
- English/Foreign languages
- History
- Engineering and related courses
- Criminal Justice
- Public Administration/Planning
- Computer Sciences/Technology
- Library Sciences
- Business/Marketing
- Real Estate
- Or courses as approved by the Department Head

All courses must be approved in advance by the Department Head. The employee must receive a passing grade of "C" or above in the stated courses, or the employee must receive a "pass" if the course is only offered on a "pass/fail" basis. Evidence of completion with a passing grade, and proof of payment for the course, must be received in order for the employee to receive reimbursement.

ARTICLE 21

REDUCTION-IN-FORCE AND RECALL

In the event a RIF (reduction in force) is necessary, any employee who is laid off and is a member of the retirement plan may withdraw the employee's total contribution without forfeiture of the employee's vested portion of the City's contribution. The vested portion of the City's contribution must remain in the employee's account with the carrier of the retirement plan or roll that vested portion over into an authorized IRA plan.

- A. GENERAL CONSIDERATIONS** Full-time regular employees do not compete with part-time regular employees and vice-versa. For this purpose, full-time employment means employment in a position which does not normally require less than forty (40) hours work per week. Part-time employees may not retreat into positions which require a greater number of regularly scheduled hours than the employee is normally scheduled to work.

Separation shall be considered to mean any reduction in an employee's normally scheduled work week.

No regular employee shall be separated from any department while there are provisional, probationary, or temporary employees serving in the same class of positions in that department.

- B. COMPETITIVE LEVEL** The competitive level shall be the class of position to which the employee is regularly assigned (unless the position is highly specialized – a unique set of responsibilities or functions not found in any other job description within that classification and no other person in that class could perform those responsibilities without extensive experience and training) and in which he performs duties a majority of the time while in a pay status.
- C. COMPETITIVE AREA** The competitive area shall be the Department in which the employee is regularly assigned, and in which he performs duties a majority of the time while in a pay status.
- D. RETREAT RIGHTS** In the competitive area (Department) an employee may retreat to another class related to the competitive level (such as a class series), if the employee is qualified and has greater City service than an incumbent in the related class. However, the employee will not have retreat rights when the class of position is highly specialized and the employee does not possess the necessary qualifications.

Additionally, the City will permit an employee to retreat into the exact class within the employee's department so long as the employee has previously served at least one (1) year in the exact class.

An employee who has received notice of layoff and who has exercised his right to bump from a classification with pay range prefixed by "A"

to a classification with a pay range prefixed by "C" shall not have to compete if further bumping is necessary.

There shall be no retreat rights into bargaining units by non-represented employees and vice versa.

Section 1. PROCESS

- A. Whenever a classified position is abolished, or a reduction in force becomes necessary, or an employee is laid off to create a vacancy for an employee moving from a higher classification, layoff shall be in reverse order of continuous service with the City.
- B. An employee who has received notice of layoff shall have the privilege of bumping an employee in the same class in his Department with less continuous City service. If there are no employees in the same class with less continuous City service, he may move to the next lower classification in the class family in the employee's Department. Additionally, the City will permit employees to bump into a different class within the employee's Department so long as the employee has served at least one (1) year in that class.
- C. An employee who is laid off to create a vacancy for an employee moving from a higher classification shall in turn have the privilege of moving to the next lower classification within the class family for which he is qualified, within the employee's Department, whether or not a vacancy in such lower classification exists.
- D. In no case shall an employee with greater continuous City service be laid off to create a vacancy for an employee with less continuous City service.

Section 2. NOTICE Once the Mayor's budget is released to the City Council, any position unfunded or not in the base budget, the affected employee(s) in the position(s) will be notified as soon as practicable. However, in no event shall an employee receive a written notice less than ten (10) working days as per LMC 2.76.470 prior to effective date of the RIF. Employees will also be given written notice of their right to appeal such action to the Personnel Board. This appeal must be filed in writing within ten working days of receipt of the written notice of a reduction-in-force.

Employee notification will be made jointly by the Department Head and the Personnel Director.

Employees who are notified according to the above procedure must notify the Personnel Director of their decision to exercise retreat rights within three (3) working days of the receipt of such notification.

Section 3. RECALL In accordance with the provisions of Section 2.76.470(a) and Section 2.76.305, LMC, employees who are subject to a reduction in force shall be placed on re-employment lists. An employee desiring to be placed upon a reemployment list should submit a request in writing to the Personnel Department.

Employees who elect in writing to have their name placed on a recall list for the class of the position from which laid off, shall be responsible for making their current address available to the City-County Personnel Office. Recall shall be in reverse order of layoff and shall expire two (2) years from the effective date of the layoff or separation. An individual offered recall to a vacancy in the class of the position from which laid off, has the right to refuse the offer and remain on the recall list up to two (2) years. Recall lists shall be utilized City-wide and shall not be applicable only to the Department from which the employee was laid off.

A recalled employee shall have his service time computed back to his original date of employment minus the time not employed.

An employee who is laid off, and is later recalled within two (2) years, shall have available upon his return such unused sick leave accrual as he may have earned up to the time of his departure. Further, accrual rates for vacation and sick leave will be established at a level based upon the revised service time. An employee who is recalled, is eligible for enrollment in the health, dental and life insurance programs without waiting periods and reinstatement in the retirement program.

ARTICLE 22

LABOR MANAGEMENT MEETINGS

Section 1. To promote communication and problem resolution between the City and the membership of the union, the Personnel Director, Compensation Manager and other representatives determined appropriate by the City shall meet on an "as needed" basis with the Executive Officers of the Union and other representatives determined appropriate by LCEA to discuss or resolve current issues.

Section 2. Labor Management meetings may be requested by LCEA or by the City. The time and place of each meeting will be mutually agreed upon in advance of the meeting. At least one week's notice shall be provided for each meeting.

Section 3. An agenda for the meeting shall be mutually agreed upon prior to the meeting.

ARTICLE 23

DURATION OF AGREEMENT

This Agreement shall be in effect as of August 21, 2008, and shall remain in effect until the 31st day of August, 2009. In the event either party desires to modify this Agreement or any part thereof, it shall notify the other in writing no later than the first day of February, 2009. If such notice is given, negotiations shall not begin later than the first day of March, 2009. Prior to the first meeting, all proposals in completed form which denote changes or additions underscored and deletions struck through, must be submitted to the City by LCEA and to LCEA by the City.

Executed by the City on the _____ day of _____, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Mayor

ATTEST:

Lincoln City Employees Association

Secretary

President

LCEA08

LCEA PAY PLAN - A RANGES

Effective August 21, 2008
3.25% Between Steps

CLASS CODE	CLASS TITLE	PAY RANGE	PAY									
			STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
1125	ACCOUNTANT	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
1128	ASSISTANT CITY AUDITOR	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
1129	FINANCIAL INFORMATION SYSTEM COOR	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
1132	ASSISTANT CITY CLERK	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
1139	ASSISTANT CITY TREASURER	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
1142	UTILITIES SERVICE SUPERVISOR	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
1143	PW/U ACCOUNTING SUPV	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
1144	ASST PW/U BUSINESS MANAGER	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
1216	REAL ESTATE & RELOC ASSISTANCE AGENT	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
1311	ASSISTANT PURCHASING AGENT	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
1314	BUYER	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
1460	OPERATIONS SUPERVISOR	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
1473	TECHNICAL SUPPORT SPECIALIST I	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
1478	SYSTEMS ANALYST/PROGRAMMER I	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
1479	SYSTEMS ANALYST/PROGRAMMER II	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
1481	SYSTEMS SOFTWARE INTEGRATOR	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
1484	NETWORK SPECIALIST I	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
1485	NETWORK SPECIALIST II	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
1524	GIS ANALYST	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
1631	ADMINISTRATIVE AIDE I	A07	17.174	17.732	18.309	18.904	19.518	20.152	20.809	21.485	22.185	22.906

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		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
1632	ADMINISTRATIVE AIDE II	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
1633	ADMINISTRATIVE OFFICER	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
1642	PUBLIC INFORMATION SPECIALIST II	A07	17.174	17.732	18.309	18.904	19.518	20.152	20.809	21.485	22.185	22.906
1643	PUBLIC INFORMATION SPECIALIST III	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
2003	SENIOR ENGINEERING SPECIALIST	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
2004	WATERSHED MANAGEMENT SPECIALIST	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
2012	TRANSPORTATION PLANNER	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
2035	ASSISTANT SANITARY ENGINEER	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
2040	UTILITIES SAFETY & TRAINING SPECIALIST	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
2110	PLANNER I	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
2111	PLANNER II	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
2202	COMMUNITY DEVELOPMENT PROGRAM SPEC	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
2214	ECONOMIC DEVELOPMENT SPECIALIST	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
2260	PROGRAM MONITOR	A08	18.033	18.619	19.225	19.849	20.496	21.161	21.851	22.562	23.294	24.053
2413	PROGRAM MANAGER	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
2414	AGING SERVICES SUPERVISOR	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
2423	AGING SPECIALIST IV	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
2424	AGING PROGRAM COORDINATOR	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
3001	FIRE SYSTEM PROGRAMMER	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
3010	EMS BUSINESS MANAGER	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235

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		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
3011	EMS MANAGEMENT SUPPORT SPECIALIST	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3103	OPERATIONS TRAINING COORDINATOR	A12	21,919	22,632	23,367	24,128	24,912	25,723	26,559	27,423	28,315	29,235
3104	OPERATIONS QUALITY ASSURANCE COOR	A11	20,878	21,557	22,257	22,982	23,729	24,501	25,298	26,120	26,970	27,847
3109	SERVICE DESK MANAGER	A10	19,880	20,526	21,193	21,883	22,595	23,329	24,089	24,872	25,681	26,516
3138	POLICE PROPERTY & EVIDENCE MANAGER	A10	19,880	20,526	21,193	21,883	22,595	23,329	24,089	24,872	25,681	26,516
3142	POLICE RECORDS MANAGER	A10	19,880	20,526	21,193	21,883	22,595	23,329	24,089	24,872	25,681	26,516
3146	VICTIM/WITNESS MANAGER	A08	18,033	18,619	19,225	19,849	20,496	21,161	21,851	22,562	23,294	24,053
3150	POLICE FLEET MANAGER	A13	23,013	23,761	24,534	25,332	26,156	27,007	27,885	28,792	29,729	30,696
3162	COMMUNICATIONS SUPERVISOR	A13	23,013	23,761	24,534	25,332	26,156	27,007	27,885	28,792	29,729	30,696
3202	PLANS EXAMINER II	A12	21,919	22,632	23,367	24,128	24,912	25,723	26,559	27,423	28,315	29,235
3206	CHIEF BUILDING INSPECTOR	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3209	CHIEF PLANS EXAMINER	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3211	PLANS REVIEW ENGINEER	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3214	CHIEF HOUSING INSPECTOR	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3216	CHIEF ELECTRICAL INSPECTOR	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3218	CHIEF HVAC INSPECTOR	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3226	CHIEF PLUMBING INSPECTOR	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3230	ZONING COORDINATOR	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
3605	REGISTERED DIETITIAN	A09	18,932	19,548	20,184	20,841	21,518	22,218	22,941	23,687	24,458	25,252
3614	DENTAL HYGIENIST II	A11	20,878	21,557	22,257	22,982	23,729	24,501	25,298	26,120	26,970	27,847

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3616	PH EMERGENCY RESPONSE COORDINATOR	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
3621	ENVIRONMENTAL HEALTH SPECIALIST II	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
3622	SR ENVIRONMENTAL HEALTH SPECIALIST	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
3623	PUBLIC HEALTH EPIDEMIOLOGIST	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
3624	ASST PUBLIC HEALTH EPIDEMIOLOGIST	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
3625	ENVIRONMENTAL HEALTH SUPERVISOR	A16	26.644	27.511	28.405	29.329	30.284	31.268	32.285	33.335	34.419	35.539
3631	ENVIRONMENTAL HEALTH EDUCATOR II	A08	18.033	18.619	19.225	19.849	20.496	21.161	21.851	22.562	23.294	24.053
3632	SR ENVIRONMENTAL HEALTH EDUCATOR	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
3640	ENVIRONMENTAL HEALTH ENGINEER I	A09	18.932	19.548	20.184	20.841	21.518	22.218	22.941	23.687	24.458	25.252
3641	ENVIRONMENTAL HEALTH ENGINEER II	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
3642	SR ENVIRONMENTAL HEALTH ENGINEER	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
3656	WIC SUPERVISOR	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
3657	PHYSICIAN ASSISTANT	A17	27.973	28.883	29.822	30.792	31.794	32.828	33.896	34.999	36.136	37.312
3659	REGISTERED NURSE	A08	18.033	18.619	19.225	19.849	20.496	21.161	21.851	22.562	23.294	24.053
3660	NURSE PRACTITIONER	A16	26.644	27.511	28.405	29.329	30.284	31.268	32.285	33.335	34.419	35.539
3661	PUBLIC HEALTH NURSE I	A09	18.932	19.548	20.184	20.841	21.518	22.218	22.941	23.687	24.458	25.252
3662	PUBLIC HEALTH NURSE II	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
3663	PUBLIC HEALTH NURSING ASST SUPERVISOR	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
3664	PUBLIC HEALTH NURSING SUPERVISOR	A16	26.644	27.511	28.405	29.329	30.284	31.268	32.285	33.335	34.419	35.539
3665	SENIOR PUBLIC HEALTH NURSE	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235

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3667	COMMUNITY HEALTH SERVICES ASST MGR	A17	27.973	28.883	29.822	30.792	31.794	32.828	33.896	34.999	36.136	37.312
3668	QUALITY ASSURANCE COORDINATOR	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
3670	SERVICES COORDINATION SUPERVISOR	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
3674	PUBLIC HEALTH LAB TECHNOLOGIST	A07	17.174	17.732	18.309	18.904	19.518	20.152	20.809	21.485	22.185	22.906
3675	PUBLIC HEALTH LAB SCIENTIST	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
3683	PUBLIC HEALTH EDUCATOR II	A08	18.033	18.619	19.225	19.849	20.496	21.161	21.851	22.562	23.294	24.053
3684	PUBLIC HEALTH EDUCATOR III	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
4013	ASST RECREATION MANAGER	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
4016	COMMUNITY CENTER SUPERVISOR	A09	18.932	19.548	20.184	20.841	21.518	22.218	22.941	23.687	24.458	25.252
4018	NEIGHBORHOOD CENTER SUPERVISOR	A07	17.174	17.732	18.309	18.904	19.518	20.152	20.809	21.485	22.185	22.906
4020	ATHLETICS SUPERVISOR	A08	18.033	18.619	19.225	19.849	20.496	21.161	21.851	22.562	23.294	24.053
4022	LEARNING CENTER SUPERVISOR	A06	16.356	16.888	17.437	18.004	18.590	19.195	19.818	20.464	21.130	21.816
4109	LIBRARIES SYSTEMS COORDINATOR	A15	25.376	26.202	27.054	27.934	28.843	29.781	30.749	31.750	32.781	33.848
4110	LIBRARIAN I	A06	16.356	16.888	17.437	18.004	18.590	19.195	19.818	20.464	21.130	21.816
4111	LIBRARIAN II	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
4112	LIBRARIAN III	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
4113	LIBRARIAN IV	A16	26.644	27.511	28.405	29.329	30.284	31.268	32.285	33.335	34.419	35.539
4121	LIBRARY SUPERVISOR II	A07	17.174	17.732	18.309	18.904	19.518	20.152	20.809	21.485	22.185	22.906
4122	LIBRARY SUPERVISOR III	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
4123	LIBRARY SUPERVISOR IV	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696

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5011	LABOR SUPERVISOR II	A09	18,932	19,548	20,184	20,841	21,518	22,218	22,941	23,687	24,458	25,252
5017	ASST SUPT OF SOLID WASTE OPERATIONS	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
5019	RECYCLING COORDINATOR	A15	25,376	26,202	27,054	27,934	28,843	29,781	30,749	31,750	32,781	33,848
5020	SUPT ROAD & STORM SEWER MAINTENANCE	A15	25,376	26,202	27,054	27,934	28,843	29,781	30,749	31,750	32,781	33,848
5022	SOLID WASTE OPERATIONS SUPERVISOR	A09	18,932	19,548	20,184	20,841	21,518	22,218	22,941	23,687	24,458	25,252
5110	BUILDING SUPERINTENDENT	A11	20,878	21,557	22,257	22,982	23,729	24,501	25,298	26,120	26,970	27,847
5121	GARAGE SUPERVISOR	A11	20,878	21,557	22,257	22,982	23,729	24,501	25,298	26,120	26,970	27,847
5122	ASST SUPT OF FLEET SERVICES	A13	23,013	23,761	24,534	25,332	26,156	27,007	27,885	28,792	29,729	30,696
5123	SUPT OF FLEET SERVICES	A15	25,376	26,202	27,054	27,934	28,843	29,781	30,749	31,750	32,781	33,848
5302	SENIOR UTILITY ENGINEERING SPECIALIST	A13	23,013	23,761	24,534	25,332	26,156	27,007	27,885	28,792	29,729	30,696
5308	MANAGER OF LABORATORY SERVICES	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
5311	ASST SUPT OPERATIONS - WPC	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
5323	UTILITIES LABORATORY SUPERVISOR	A12	21,919	22,632	23,367	24,128	24,912	25,723	26,559	27,423	28,315	29,235
5329	WATER METER SHOP SUPERVISOR	A10	19,880	20,526	21,193	21,883	22,595	23,329	24,089	24,872	25,681	26,516
5334	WATER SERVICE SUPERVISOR	A10	19,880	20,526	21,193	21,883	22,595	23,329	24,089	24,872	25,681	26,516
5341	ASST SUPT - WATER CONSTRUCTION	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
5342	ASST SUPT - WATER SERVICE	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
5344	ASST SUPT - WASTEWATER COLLECTION	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
5348	ASST SUPT OPERATIONS - WP & TREATMENT	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235
5349	ASST SUPT - WP & TREATMENT	A14	24,168	24,953	25,766	26,602	27,468	28,361	29,284	30,237	31,220	32,235

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5375	CONTROL SYSTEM SUPPORT SPECIALIST	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
5430	FOOD PRODUCTION MANAGER	A04	14.834	15.317	15.814	16.330	16.860	17.408	17.975	18.560	19.163	19.787
5502	NATURE CENTER COORDINATOR	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
5504	NATURALIST	A06	16.356	16.888	17.437	18.004	18.590	19.195	19.818	20.464	21.130	21.816
5506	PARK PLANNING ASSISTANT	A06	16.356	16.888	17.437	18.004	18.590	19.195	19.818	20.464	21.130	21.816
5511	PARK HORTICULTURIST	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
5513	PARK PLANNER I	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
5514	PARK PLANNER II	A14	24.168	24.953	25.766	26.602	27.468	28.361	29.284	30.237	31.220	32.235
5518	FORESTRY OPERATIONS SUPERVISOR	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
5522	PARK MAINTENANCE SUPERVISOR	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
5524	DISTRICT PARK SUPERVISOR	A10	19.880	20.526	21.193	21.883	22.595	23.329	24.089	24.872	25.681	26.516
5527	GOLF COURSE SUPERINTENDENT	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
5533	PARKS OPERATIONS COORDINATOR	A12	21.919	22.632	23.367	24.128	24.912	25.723	26.559	27.423	28.315	29.235
5601	BUS OPERATIONS SUPERINTENDENT	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696
5602	STARTRAN HANDI-VAN SUPERVISOR	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
5603	STARTRAN FIELD SUPERVISOR	A11	20.878	21.557	22.257	22.982	23.729	24.501	25.298	26.120	26.970	27.847
5605	BUS MAINTENANCE SUPERINTENDENT	A13	23.013	23.761	24.534	25.332	26.156	27.007	27.885	28.792	29.729	30.696

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2.75% Between Steps

CLASS CODE	CLASS TITLE	PAY										
		RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
1124	ACCOUNTING SUPERVISOR	C26	18.516	19.025	19.549	20.088	20.640	21.209	21.792	22.393	23.009	23.643
1148	BILLING SUPERVISOR	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
1483	NETWORK TECHNICIAN	C25	18.067	18.564	19.075	19.600	20.140	20.694	21.264	21.850	22.452	23.070
1495	MICROCOMPUTER SUPPORT SPECIALIST I	C30	20.378	20.939	21.516	22.109	22.717	23.343	23.985	24.646	25.325	26.022
1496	MICROCOMPUTER SUPPORT SPECIALIST II	C36	23.580	24.228	24.896	25.582	26.287	27.010	27.754	28.518	29.304	30.111
1512	SYSTEMS SPECIALIST I	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
1514	SYSTEMS SPECIALIST II	C30	20.378	20.939	21.516	22.109	22.717	23.343	23.985	24.646	25.325	26.022
1516	SYSTEMS SPECIALIST III	C34	22.450	23.068	23.703	24.356	25.027	25.715	26.424	27.153	27.900	28.668
1630	ADMINISTRATIVE SECRETARY	C25	18.067	18.564	19.075	19.600	20.140	20.694	21.264	21.850	22.452	23.070
1634	OFFICE OPERATIONS SPECIALIST	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
1639	GRAPHIC DESIGNER I	C17	14.858	15.267	15.687	16.119	16.563	17.020	17.488	17.970	18.464	18.973
1640	GRAPHIC DESIGNER II	C23	17.203	17.677	18.164	18.665	19.178	19.706	20.249	20.807	21.380	21.968
1641	PUBLIC INFORMATION SPECIALIST I	C17	14.858	15.267	15.687	16.119	16.563	17.020	17.488	17.970	18.464	18.973
2001	ASSOCIATE ENGINEERING SPECIALIST	C23	17.203	17.677	18.164	18.665	19.178	19.706	20.249	20.807	21.380	21.968
2002	ENGINEERING SPECIALIST	C30	20.378	20.939	21.516	22.109	22.717	23.343	23.985	24.646	25.325	26.022
2106	PLANNING ASSISTANT	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
2218	HOUSING REHAB SPECIALIST I	C26	18.516	19.025	19.549	20.088	20.640	21.209	21.792	22.393	23.009	23.643
2220	HOUSING REHAB SPECIALIST II	C29	19.889	20.437	21.001	21.579	22.172	22.784	23.411	24.055	24.718	25.399
2252	CIVIL RIGHTS INVESTIGATOR	C26	18.516	19.025	19.549	20.088	20.640	21.209	21.792	22.393	23.009	23.643
2254	SR CIVIL RIGHTS INVESTIGATOR	C34	22.450	23.068	23.703	24.356	25.027	25.715	26.424	27.153	27.900	28.668

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2408	COMMUNITY RESOURCE SPECIALIST	C22	16.791	17.254	17.730	18.217	18.718	19.235	19.764	20.309	20.867	21.442
2420	AGING SPECIALIST I	C14	13.861	14.242	14.635	15.037	15.453	15.878	16.315	16.764	17.226	17.700
2421	AGING SPECIALIST II	C20	15.995	16.435	16.888	17.353	17.830	18.322	18.827	19.345	19.878	20.426
2422	AGING SPECIALIST III	C26	18.516	19.025	19.549	20.088	20.640	21.209	21.792	22.393	23.009	23.643
3028	URBAN SEARCH & RESCUE SPECIALIST	C17	14.858	15.267	15.687	16.119	16.563	17.020	17.488	17.970	18.464	18.973
3100	EMERGENCY SERVICE CALL TAKER	C12	13.205	13.570	13.943	14.327	14.722	15.128	15.544	15.972	16.412	16.863
3102	ESD II / TECHNOLOGY SUPPORT	C25	18.067	18.564	19.075	19.600	20.140	20.694	21.264	21.850	22.452	23.070
3105	EMERGENCY SERVICE DISPATCHER I	C19	15.578	16.006	16.447	16.900	17.366	17.845	18.336	18.840	19.360	19.892
3106	EMERGENCY SERVICE DISPATCHER II	C25	18.067	18.564	19.075	19.600	20.140	20.694	21.264	21.850	22.452	23.070
3107	EMERGENCY SERVICE DISPATCHER III	C31	20.858	21.434	22.023	22.630	23.253	23.893	24.552	25.228	25.922	26.636
3108	SERVICE DESK SUPERVISOR	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
3132	IDENTIFICATION LAB TECHNICIAN	C27	18.952	19.474	20.011	20.561	21.128	21.709	22.308	22.921	23.552	24.201
3134	IDENTIFICATION LAB SPECIALIST	C33	21.897	22.499	23.119	23.756	24.409	25.081	25.773	26.483	27.211	27.961
3140	POLICE RECORDS SUPERVISOR	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
3144	VICTIM/WITNESS ASSISTANT	C13	13.515	13.887	14.269	14.661	15.066	15.480	15.907	16.344	16.796	17.258
3148	AUDIO VIDEO TECHNICIAN	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
3149	CRIME ANALYST	C30	20.378	20.939	21.516	22.109	22.717	23.343	23.985	24.646	25.325	26.022
3165	RADIO SYSTEM SUPERVISOR	C34	22.450	23.068	23.703	24.356	25.027	25.715	26.424	27.153	27.900	28.668
3201	PLANS EXAMINER I	C31	20.858	21.434	22.023	22.630	23.253	23.893	24.552	25.228	25.922	26.636
3603	GENERAL NUTRITIONIST	C21	16.375	16.825	17.289	17.765	18.255	18.757	19.275	19.805	20.350	20.910

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3613	DENTAL HYGIENIST I	C28	19,442	19,977	20,526	21,093	21,673	22,270	22,883	23,513	24,162	24,825
3620	ENVIRONMENTAL HEALTH SPECIALIST I	C23	17,203	17,677	18,164	18,665	19,178	19,706	20,249	20,807	21,380	21,968
3630	ENVIRONMENTAL HEALTH EDUCATOR I	C21	16,375	16,825	17,289	17,765	18,255	18,757	19,275	19,805	20,350	20,910
3655	LICENSED PRACTICAL NURSE	C11	12,786	13,138	13,499	13,871	14,253	14,646	15,049	15,464	15,889	16,328
3672	PUBLIC HEALTH LAB TECHNICIAN	C17	14,858	15,267	15,687	16,119	16,563	17,020	17,488	17,970	18,464	18,973
3680	COMMUNITY OUTREACH SPECIALIST	C20	15,995	16,435	16,888	17,353	17,830	18,322	18,827	19,345	19,878	20,426
3682	PUBLIC HEALTH EDUCATOR I	C21	16,375	16,825	17,289	17,765	18,255	18,757	19,275	19,805	20,350	20,910
3692	ANIMAL CONTROL FIELD SUPERVISOR	C30	20,378	20,939	21,516	22,109	22,717	23,343	23,985	24,646	25,325	26,022
4019	ASSISTANT CENTER SUPERVISOR	C18	15,235	15,655	16,086	16,527	16,984	17,451	17,932	18,425	18,933	19,455
4108	LIBRARY ASSISTANT III	C16	14,514	14,913	15,324	15,746	16,180	16,626	17,083	17,554	18,037	18,534
4120	LIBRARY SUPERVISOR I	C18	15,235	15,655	16,086	16,527	16,984	17,451	17,932	18,425	18,933	19,455
5010	LABOR SUPERVISOR I	C23	17,203	17,677	18,164	18,665	19,178	19,706	20,249	20,807	21,380	21,968
5016	LANDFILL GATEHOUSE SUPERVISOR	C17	14,858	15,267	15,687	16,119	16,563	17,020	17,488	17,970	18,464	18,973
5021	ENVIRONMENTAL COMPLIANCE TECH	C19	15,578	16,006	16,447	16,900	17,366	17,845	18,336	18,840	19,360	19,892
5107	MAINTENANCE SUPERVISOR	C29	19,889	20,437	21,001	21,579	22,172	22,784	23,411	24,055	24,718	25,399
5118	LEAD MECHANIC	C26	18,516	19,025	19,549	20,088	20,640	21,209	21,792	22,393	23,009	23,643
5290	ENVIRONMENTAL LABORATORY SPEC I	C20	15,995	16,435	16,888	17,353	17,830	18,322	18,827	19,345	19,878	20,426
5292	ENVIRONMENTAL LABORATORY SPEC II	C28	19,442	19,977	20,526	21,093	21,673	22,270	22,883	23,513	24,162	24,825
5300	UTILITY ENGINEERING SPECIALIST	C30	20,378	20,939	21,516	22,109	22,717	23,343	23,985	24,646	25,325	26,022
5301	UTILITY PLANT TECHNICIAN	C23	17,203	17,677	18,164	18,665	19,178	19,706	20,249	20,807	21,380	21,968

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5304	TELEMETER CONTROL TECHNICIAN	C30	20.378	20.939	21.516	22.109	22.717	23.343	23.985	24.646	25.325	26.022
5307	WW TREATMENT PLANT OPERATOR	C28	19.442	19.977	20.526	21.093	21.673	22.270	22.883	23.513	24.162	24.825
5317	WATER PLANT OPERATOR	C28	19.442	19.977	20.526	21.093	21.673	22.270	22.883	23.513	24.162	24.825
5320	ENVIRONMENTAL SPECIALIST I	C17	14.858	15.267	15.687	16.119	16.563	17.020	17.488	17.970	18.464	18.973
5321	ENVIRONMENTAL SPECIALIST II	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537
5322	ENVIRONMENTAL SPECIALIST III	C27	18.952	19.474	20.011	20.561	21.128	21.709	22.308	22.921	23.552	24.201
5338	FACILITY MAINTENANCE SUPERVISOR	C29	19.889	20.437	21.001	21.579	22.172	22.784	23.411	24.055	24.718	25.399
5339	UTILITY SUPERVISOR	C26	18.516	19.025	19.549	20.088	20.640	21.209	21.792	22.393	23.009	23.643
5371	UTILITY CONTROL/INSTRUMENTATION TECH	C23	17.203	17.677	18.164	18.665	19.178	19.706	20.249	20.807	21.380	21.968
5372	CONTROL/INSTRUMENTATION TECH	C30	20.378	20.939	21.516	22.109	22.717	23.343	23.985	24.646	25.325	26.022
5503	VISITOR SERVICES COORDINATOR	C14	13.861	14.242	14.635	15.037	15.453	15.878	16.315	16.764	17.226	17.700
5520	PARKS ELECTRICIAN	C26	18.516	19.025	19.549	20.088	20.640	21.209	21.792	22.393	23.009	23.643
5526	ASST GOLF COURSE SUPERINTENDENT	C24	17.649	18.134	18.634	19.148	19.675	20.217	20.773	21.345	21.934	22.537