AGREEMENT

BETWEEN THE CITY OF LINCOLN, NEBRASKA,
AND
PUBLIC ASSOCIATION OF GOVERNMENT
EMPLOYEES

FOR THE PERIOD
AUGUST 21, 2008 THROUGH AUGUST 31, 2009

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PREAMBLE

This Agreement, by and between the City of Lincoln, Nebraska, hereinafter referred to as the City, and the Public Association of Government Employees, hereinafter referred to as the Union, is designed to promote harmony between the City and its employees concerning wages, benefits and conditions of employment, and to be a working agreement between the City and the Union with respect thereto.

ARTICLE 1

DEFINITIONS

The City and the Union agree that in construction and interpretation of this Agreement, the following definitions shall control:

A. DEPARTMENT shall mean any department of the City of Lincoln, Nebraska, in which are employed persons represented by the bargaining unit.

B. EMPLOYEE shall mean any regular, full-time employee as defined in Appendix "B" who, by classification definition in Appendix "B", is a member of the bargaining unit. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees.

C. DEPARTMENT HEAD shall mean the duly appointed and acting director of any department of the City of Lincoln, Nebraska, as hereinabove defined.

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

E. PERSONNEL DIRECTOR shall mean the duly appointed Personnel Director of the City of Lincoln, Nebraska.

F. PERSONNEL CODE shall mean Chapter 2.76 of the Lincoln Municipal Code, entitled "Personnel System."

G. CITY shall mean the City of Lincoln, Nebraska.

H. UNION shall mean Public Association of Government Employees ("PAGE").

I. WORK WEEK is hereby defined to mean forty (40) hours of work which shall consist of five eight-hour days or four ten-hour shifts with either two or three consecutive days off, respectively.

J. WORKING DAY is hereby defined as the consecutive eight-hour, exclusive of lunch breaks, or ten-hour, exclusive of lunch breaks, period of time that the employee is on duty and performing his job assignment.

K. PAY WEEK is hereby defined for purposes of this Agreement and the Fair Labor Standards Act as Thursday through Wednesday.

L. JOB DESCRIPTION shall mean the “class specification” as defined in the City Code and as written and on file with the Personnel Department.

M. 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.

ARTICLE 2

UNION RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining representative of full-time, regular employees of the City engaged in labor and trades and as defined in Appendix “B” of this Agreement.

Section 2. The City agrees to provide to the Union, upon the written request by the Union, an updated list of the employees in the bargaining unit semi-annually.

ARTICLE 3

MANAGEMENT RIGHTS

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

Section 2. The Union acknowledges the concept of inherent management rights. These rights, powers, and authority of the City include, but are not limited to the following:

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.

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.

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 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 City will not abolish or change any bargaining unit classifications for the purpose of depriving bargaining unit employees of benefits under this Agreement.

ARTICLE 4

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

Section 1. The protection of the public health, safety, and welfare demands that neither Union, nor any Union 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 this 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 the Article by the Union 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 PAGE or the Union 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 Union or City bulletin boards, provided that such notice is posted for not less than thirty (30) days.

Section 3. Violation of Section 1 by any 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 without cause.

ARTICLE 5

UNION ACTIVITY

Section 1. The Union agrees that its members, agents, or representatives shall not solicit membership in the Union or otherwise carry on Union activities during working hours, subject to the provisions of Section 3 of this Article.

Section 2. The City, during its new employee orientation, shall inform new employees of the existence of PAGE. The City shall from time to time, through its Personnel Department, upon receipt of reasonable requests from Union representatives, provide to the Union names and class titles of new employees within the bargaining unit. The City further agrees to provide to such new employees an information packet (approved by the City) regarding PAGE, as may be made available to the City.

Section 3. Union representatives shall be permitted to be in City Departments, during such times and in such manner as shall be approved in advance by the Department Head, for the purposes of performing Union obligations and duties to employees with respect to processing of grievances; representations of employees with respect to grievances; insurance claims; processing claims by employees for benefits provided by the Union; and for the purpose of posting material on Union bulletin boards. Union representatives in City Departments for the above-described purposes shall conduct themselves in such manner as not to disrupt the normal work routine of the Department, and shall conduct such activities on their own time. The Union President or his designated representative(s) shall have available a bank of two hundred (200) hours maximum per contract year. This means the combined hours used by the Union President and his designated representative(s) to conduct the above described activities shall not exceed two hundred (200) hours per contract year.

The designated representative(s) will consist of the two Vice-Presidents, Chief Steward, Secretary, and Treasurer.

Section 4. The City agrees to provide copies of this Agreement (a) to all existing employees employed by the City upon the implementation of this Section, and (b) to all new employees who become employed by the City thereafter. The City shall further provide copies of annual revisions to this Agreement to all employees upon implementation. All costs for preparation, photocopying and distribution shall be borne by the City and the Union equally.

Section 5. Union officials who are members of the bargaining committee, not to exceed five (5) in number, shall be paid by the City for time spent in negotiations with a committee maximum of 100 work hours at their then current straight time pay rate. The 100 work hour maximum shall be cumulative; that is, the combined hours used by all members of the bargaining committee shall not exceed 100 hours per contract year. Payment shall be made for time spent in negotiation sessions only and solely for time during which such employees are scheduled to work.

After the 100-hour allocation is expended, a maximum of five (5) Union officials shall continue to be granted leave from duty without pay for the purpose of negotiating the terms of an Agreement.

Section 6. None of the time spent in negotiations shall be used to compute hours worked for overtime compensation.

Section 7. The maximum 100 work hours shall be exhausted prior to August 15th of each year or forfeited. The City will not pay nor be liable for Union time spent negotiating with the City subsequent to the above mentioned day.

Section 8. Union officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, educational conferences, or conducting Union business. Such leave shall be contingent upon a written request by the Union and approval by the Department Head not less than one (1) calendar week in advance of the requested date.

Section 9. When officers or designated Board members of the bargaining unit are requested by the City to participate in conferences or meetings (other than contract negotiations as provided for in Section 5 of this Article) during working hours, attendance at such meetings shall be without loss of pay or other benefits.

ARTICLE 6

CHECK-OFF

Section 1. The City agrees to deduct regular monthly Union dues from the pay of each employee covered by the Agreement for whom, at the time of such deduction, the City possesses a current, unrevoked written assignment executed by such employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "A," and by this reference incorporated herein.

Section 2. Unrevoked, written authorizations shall continue in effect for any employee reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days. Authorizations of employees rehired or reinstated under any other circumstances shall be deemed revoked, and shall not be effective.

Section 3. Such authorized deductions shall be made biweekly. The amount collected from the deductions shall be remitted to the duly designated Union official within twenty (20) days following the issuance of pay warrants for the pay period. The Union shall advise the City in writing of the name of such official.

Section 4. If the City receives written revocation of authorization from an employee during the month of June of each year, no deduction will be made in subsequent payroll periods.

Section 5. The exact amount of regular monthly Union dues to be deducted by the City from the wages of employees for whom deduction has been authorized shall be specified by the Union from time to time in writing, and shall be amounts duly approved by the Union in accordance with its Constitution and Bylaws.

Section 6. The City will make no charge to the Union for the service of deducting regular monthly dues.

Section 7. The City shall be liable to remit to the Union only such sums as are actually deducted in accordance with this Article. If an authorized deduction is not made by the City in any pay period, the City shall make such deduction from the next succeeding pay period occurring more than two weeks after receipt of written notice of the omission. In the event the City remits an overpayment to the Union, it may deduct the amount of the overpayment from the next succeeding remittance to the Union. The Union agrees to refund any unauthorized deduction remitted to the Union by the City.

Section 8. Notwithstanding the expiration of this contract because of negotiations for amendment thereof or during the pendency of any appeals or proceedings of any kind concerning representation of the bargaining unit herein described, the provisions of this Article shall remain in full force and effect unless:

A. Article 4 is violated.

B. The Union is decertified.

C. It is ordered discontinued by an appropriate administrative or judicial authority.

ARTICLE 7

BULLETIN BOARDS

Section 1. The City shall permit the Union to use one bulletin board in each workplace, with the site designated by each affected Department or Division Head, for posting of information concerning Union meetings and elections and reports of Union committees. Any other notices shall require the approval of the Department or Division Head prior to posting, provided that such approval shall not be unreasonably withheld.

Section 2. The Union agrees that posted materials shall not be in violation of the Constitutions of the United States and the State of Nebraska, the Charter of the City of Lincoln, or the Ordinances of the City of Lincoln, and shall not reflect adversely upon the City, any of its employees, elected officials, or appointed boards. The City shall be entitled to remove or cause the removal of any Union bulletin boards as to which the Union is found to be in violation of this Article.

Section 3. The bulletin boards referred to in this Article shall be for the exclusive use of the Union.

ARTICLE 8

DISCHARGE AND DISCIPLINE

Section 1. Disciplinary Action - Cause: Any action which reflects discredit upon the City service or is a direct hindrance to the effective performance of the municipal government functions shall be considered cause for disciplinary action. Cause for disciplinary action against any employee shall include any cause specified in the Personnel Code and in departmental rules and procedures of departments employing members of the bargaining unit; provided, that such departmental rules and procedures:

A. Shall have been published prior to the date of an infraction cited as cause for disciplinary action; and

B. Such departmental rules and procedures shall have been designed as a basis for disciplinary action; and

C. Such departmental rules and procedures shall have been filed with the City Personnel Department.

Section 2. Disciplinary action shall consist of written warning, written reprimand, suspension, demotion and dismissal. Written warnings may be given by any supervisor. A Department Head may reprimand any employee for cause. Such reprimand shall be in writing and addressed and presented to the employee who will initial indicating receipt of the reprimand. Any reprimand will be initiated within fifteen (15) working days subsequent to the Department Head's initial awareness of the occurrence or behavior in question. A signed copy shall be delivered to the Personnel Department for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal of which a copy shall be placed in the employee's file in the Personnel Department. Written reprimands and rebuttals or explanations thereof shall be removed from an employee's personnel file, including such files within a Department, one (1) year after the filing thereof provided there is a written request for removal from the affected employee and further provided there have been no additional disciplinary actions taken against the employee. In no event shall any reprimands be removed prior to one (1) year of incident-free performance, except with the approval of the Personnel Director.

Section 3. The employee shall receive a copy of the disciplinary action at the time it is initiated. The employee, at the employee's option, shall have the right to Union representation at the time any disciplinary action shall occur. No representation shall be permitted during the investigative process. Any employee may tape record any

questioning if they are required to answer. The City may also tape record such questioning.

Section 4. A Department Head may suspend an employee without pay for cause for not more than fifteen (15) working days, but no more than thirty (30) working days in any twelve (12) months. In the event of suspension, written notice thereof, setting forth the duration of the suspension and the reasons therefor, shall be provided to the suspended employee and to the Personnel Department no later than one (1) working day after the date the suspension becomes effective.

Section 5. A Department Head may demote an employee to a lower job classification for cause. Written notice of the demotion setting forth the reasons therefor shall be provided to the employee and a copy filed with the Personnel Department no later than five (5) working days prior to the date the demotion is made effective.

Section 6. A Department Head may dismiss an employee for cause. A written notice of the dismissal shall be delivered to the dismissed employee at least ten (10) working days before the effective dismissal date setting forth the reasons for the dismissal, and a copy thereof shall be filed with the Personnel Department. If the Department Head desires to make an immediate separation from the service, he may suspend the employee without pay for ten (10) working days with permanent separation at the end of the suspension. Any regular employee who has been terminated may appeal for a hearing before the Personnel Board. The appeal must be submitted in writing to the Personnel Director or his designated representative any time after written notice of, but no later than ten (10) working days after, the effective date of the termination.

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, he shall give written notice of the dismissal in accordance with the first paragraph of this Section 6, 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 7. Written warnings and reprimands shall not be subject to the grievance procedure as set out in Article 9. Written reprimands may be appealed to the Personnel Director or his designated representative within ten (10) days of receiving such. The Personnel Director or his

designated representative shall review the reprimand and render a decision which shall be final and binding.

Section 8. Citizen Complaints: An employee shall not be subject to disciplinary action in excess of a written reprimand on the basis of a citizen complaint about the employee's conduct, unless the complaining citizen is willing to identify himself to the City and is willing to provide a written statement recounting the employee's conduct.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. The grievance procedure set forth herein is designed to preserve harmony and friendly relations between the City and its employees. Furthermore, the grievance procedure is to provide a just and equitable method for the resolution of grievances without discrimination, coercion, restraint, or reprisal against any employee who may submit or be involved in a grievance. The grievance procedure shall not be used to change, but to clarify provisions of the Personnel Code, municipal ordinances, any departmental rules and regulations, and the contract between the Union and the City.

Section 2. A grievance is hereby jointly defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions of this Agreement relating to wages, fringe benefits, or working conditions.

Section 3. A grievance must be in writing, setting forth the following information:

A. The name of the Department Head or other City representative whose action or non-action is the subject of the grievance.

B. The specific action or non-action which is the subject of the grievance.

C. The date upon which the action or non-action which is the subject of the grievance occurred.

D. The specific provisions of this Agreement or the Personnel Code which are alleged to have been violated by the action or non-action which is the subject of the grievance.

E. The name, job classification, and City department of the employee who is filing the grievance.

F. The name and address of a Union representative or attorney, if any, presenting the grievance on behalf of the employee.

G. The reasons relied upon by the employee in concluding that the action or non-action complained of is in violation of this Agreement or the Personnel Code.

H. The remedy sought by the employee making the grievance.

Section 4. Grievances shall be processed in the following manner:

Step 1. Within seven (7) working days of the occurrence of the disagreement giving rise to this grievance, the employee must submit a written request to the Department Head. The Department Head or his designee shall arrange for a meeting with the employee within seven (7) working days from the date of receipt of employee's request for review as described in this step. The Department Head will render a written decision within seven (7) working days of the meeting with the employee.

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 seven (7) working days from the date of 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.

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 5. A grievance may be initiated and prosecuted by the City with regard to actions by the Union which are violations of this Agreement by filing of such grievance in writing with the designated representative of the PAGE. Notice shall be given by registered mail. Within thirty (30) days of the date of delivery of such grievance, the designated representative of the Union and the City, through its designated representative, shall arrange for a meeting in order to discuss the grievance.

The designated representative of the Union shall provide the City, or its designated representative, with a written answer to the grievance within seven (7) 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 seven (7) working days after receipt of the Union'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 6. The time limits provided for in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to the resubmittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate.

Section 7. Any aggrieved employee shall have the right to present a grievance as hereinabove set forth individually or by a Union representative, or by an attorney, at the option of the aggrieved employee.

ARTICLE 10

EMPLOYEE RIGHTS

Section 1. All sections of the Personnel Code not in conflict with this Agreement are by this reference made a part hereof. No employee shall suffer any loss of wages, hours, or working conditions by reason of the signing of this Agreement. No employee shall be subjected to disciplinary procedures except in the manner provided in Article 8 of the Agreement.

Section 2. No employee shall be subject to disciplinary procedures for violation of any department policies, rules, procedures or regulations unless the employee has been provided a copy of such department policy, rule, procedure or regulation or should have reasonably known that such exists prior to the proposed discipline for violation of such policy, rule, procedure or regulation.

Section 3. An oral review shall be conducted whereby the employee's rating supervisor, at the request of the employee, shall make the employee aware of his strengths and/or weaknesses.

Section 4. If a supervisor believes that a supervisory referral to Continuum Employee Assistance is warranted, the Personnel Director must be contacted. The Personnel Director will review the facts of the situation and make a final judgment as to the necessity of the referral.

The above stipulation does not apply in the following cases:

A. Where the employee has received a positive pharmacological test result showing past use of illegal drugs; or,

B. Where the Department Head reasonably believes that the employee has been under the influence of alcoholic beverages or drugs during a period that the employee was at work.

Section 5. No employee may be disciplined or evaluated negatively solely for smoking legal tobacco products or using smokeless tobacco products if the use of the tobacco products occurs while the person is on any break, and the employee is not in a city building, is not in a city vehicle or violating any provision of the Lincoln Smoking Regulation Act.

An employee shall be allowed to leave city property during an authorized break, provided he returns prior to or at the expiration of such break.

ARTICLE 11

SENIORITY AND REDUCTION IN FORCE

Section 1. 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.

Section 2. 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 year in that class.

Section 3. 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.

Section 4. 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 5. In the event an employee is to be laid off, the City shall give to the employee in person, or by mail, written notice to the last known address of record thereof at least fourteen (14) calendar days prior to the effective date of the layoff. In order to utilize the privilege of bumping as set forth above, the employee shall give written notice of such election to the Personnel Director within five (5) calendar days after being served with written layoff notice from the City.

Section 6. Any employee who is promoted to a classification which is not represented by the Union shall have the ability to demote back to a position in his former classification within the Department which he was promoted from so long as the employee has not completed his six (6) month probationary period. Any status employee in a classification which is not represented by the Union shall not be allowed to demote back to a position in his former classification which is represented by the Union unless said employee applies for and is selected for a vacant position.

Section 7. When seniority is utilized to determine work assignments, days off, or shift assignments, “seniority” shall be defined as the period of full-time service within any classification represented by the PAGE bargaining unit. This definition of “seniority” shall not govern lay-offs or reductions in force. This definition of “seniority” shall apply only to employees who obtain positions in a classification represented by the PAGE bargaining unit on or after March 7, 2000. Unless the needs of the department indicate otherwise, seniority will be the basis for shift changes, vacations, holidays, and regular days off.

For employees in a classification represented by the PAGE bargaining unit prior to March 7, 2000, seniority for work assignments, days off, or shift assignments shall be defined as length of continuous service of an employee with the City.

Section 8. Seniority is defined for purposes of this Agreement as the length of continuous service of an employee to the City. For purposes of this Agreement, seniority status shall be evidenced by the employee's date of hire (the “seniority commencement date”); provided, however, that no seniority rights shall vest until the employee completes six (6) months of continuous full time service.

Section 9. An employee’s seniority status and date shall not be affected by absence from work on account of:

A. Illness or approved sick leave;

B. Injury in the line of duty covered by this Agreement and/or State workers' compensation laws;

C. Time spent on approved leave of absence for service in the Armed Forces of the United States or applicable reserve programs;

D. Service as a regularly impaneled member of a state or federal jury.

Section 10. If an employee in a classification represented by the PAGE bargaining unit accepts another City position that is not represented by PAGE, and then returns to a position represented by PAGE, the employee’s seniority for work assignments, days off, or shift assignments shall start over from the date an employee returns to a classification within the PAGE bargaining unit.

Section 11. Seniority will be the basis for the determination of the priority between employees of the following: shift assignments, vacations, holidays, and regular days off in that division.

Section 12. SHIFT BID FOR DIVISIONS THAT HAVE SECOND AND/OR THIRD SHIFTS.

All shifts and days off that are in positions that ordinarily operate a second or third shift within an employee's division and any position that has variable start and end times within a shift and/or variable days off in a work week shall be assigned based on an annual bid submitted by such employees in that division on the basis of seniority on the first Wednesday following the first Tuesday of December each year. The positions shall take effect beginning with the first pay period of January of the following year.

Employees can only bid within their currently assigned, Department, Division, and job classification.

Thirty days prior to the date of the bid, the Department Head shall publish the current Seniority list, and shall identify all positions within an employee's division, which shall include each shift, job classification, and days off for each position to be bid. The Department shall include in this information the date of the bid, and the time that the employee shall be available to make their bid, as discussed below.

The bidding shall begin at 9:00 a.m. on the day that the bidding shall take place. At 9:00 a.m. on that day, the Department shall contact the first person on the Seniority list with the available positions (including shifts and days off) and that person shall have the opportunity to select their shift and days off.

If the person making the bid is present at the location of the bid, the person shall make the bid at that time, with no more than 15 minutes to make their selection. If the person will not be present at the location of the bid, the person shall have the duty to provide the Department with the phone number at which the person can be reached at the time they are to place their bid, and the Department shall make the contact with the employee by telephone.

In the event that the person does not respond to the telephone call within the allotted time, the Department shall move to the next person on the seniority list. Thereafter, any person that has been skipped due to lack of timely response may make contact with the Department, and the person shall be permitted to make their bid after the person that is then making their bid has completed their bid.

Management shall have the right to assign shift and days off to any new employee who is in training.

Section 13. MINI-BID

In the event new positions are allocated, positions are vacated or there is a need for the readjustment of staffing in the middle of the bid year, the Department may elect to open the position(s) for a mid-year mini bid to fill this position(s) and subsequent positions that become vacant during the mini bid.

The division supervisor will post the notice of the mini bid, the vacant position(s), date and time of the mini bid and the seniority list a minimum of 14 days prior to the mini bid date.

Any employee who wishes to be included in the mini bid shall notify the unit manager 4 days before the mini bid occurs.

The bidding shall begin at 9 a.m. on the day of the mini bid and will otherwise comply with the yearly bidding procedure.

Section 14. In the event a reduction in force is necessary, any employee who is laid off and is a member of the retirement plan may withdraw his total contribution without forfeiture of that 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 the vested portion over into an authorized IRA or other plan qualified under the Internal Revenue Code.

ARTICLE 12

NON-DISCRIMINATION

Section 1. The parties agree not to discriminate against any employee because of race, color, sex, religious or political affiliations, national origin, disability, age, ancestry, marital status, sexual orientation, 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 13

LEAVE PROVISIONS

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 bargaining unit employee at the factored hourly equivalent of eight (8) hours for each full month (3.69 hours per pay period) of service. Sick leave 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 probationary period occurring after original appointment.

B. **WHEN TAKEN** Sick leave with pay must be earned before it can be taken and advancing sick leave is prohibited. Employees may utilize their allowances of sick leave when unable to perform their work duties by reason of personal illness, bodily injury, for periods of time during which no injury leave or workers' compensation benefits are payable, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments.

When an employee finds it necessary to utilize sick leave, his supervisor must be notified immediately. An employee must keep his Department/Division Head informed of his condition daily unless relieved of said responsibility. An employee may be required by the Personnel Director or his designated representative to submit a medical certificate for any sick leave absence. Failure to fulfill these requirements may result in a denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave. The Personnel Director shall disclose the name(s) of his "designated representative or representatives" in writing to the Union President and Chief Steward by September 15th of the contract year. The Personnel Director reserves the right to modify the names as business necessity dictates.

C. **FAMILY ILLNESS** Sick leave may also be granted for a maximum of sixty (60) hours per calendar year for illness of the employee's immediate family. For the purposes of this

Section 1, the term immediate family shall include the employee's mother, father, sister, brother, husband, wife, child, foster child, mother-in-law, father-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchild, stepgrandchild, grandparent, grandchild and the grandparent of the employee's spouse, or any other relative residing in the household. Family sick leave may also be granted to an employee who has been appointed by a court of competent jurisdiction as legal guardian of any person, with proper documentation. Such time off will be deducted from the employee's accumulated sick leave. Upon written request, the Personnel Director may waive the sixty (60) hour limit after reviewing the individual circumstances in support of the request.

D. **UNUSED SICK LEAVE** Upon retirement from the City service, or upon a reduction-in-force, an employee shall be paid one-third (a) of his accumulated sick leave with the rate of payment based upon his regular pay at the time he retires or is subject to a reduction-in-force. Upon the death of an employee, his beneficiary shall be paid one-third (a) of the employee's accumulated sick leave with the rate of payment based upon the employee's regular pay at the time of the employee's death. All payments shall be made to the employee's PEHP premium account as outlined in Article 23, Section 4.

Section 2. PREGNANCY LEAVE Pregnancy leave shall be handled in the same manner as any other temporary disability. An employee shall expend accrued sick leave while disabled and as verified by a physician's statement. When the physician certifies the employee may return to work, the employee may request as outlined in Section 2.76.400, a leave of absence without pay not to exceed ninety (90) calendar days. Failure on the part of the employee to report promptly at its expiration without good cause shall be considered as a resignation.

Prior to the seventh month of pregnancy, the employee will provide her division supervisor with a statement from her physician indicating a date when she should discontinue working.

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).

Section 3. FUNERAL LEAVE WITH PAY

A. In the case of the death of a regular employee's mother, father, brother, sister, husband, wife, child, mother-in-law, father-in-law, stepmother, stepfather, step child, grandparent,

grandparent of spouse, grandchild, or in the case of death of any other relative residing in the immediate household of a regular employee, the employee may be allowed twenty-four (24) hours funeral leave with regular pay without deduction from his pay or accumulated sick leave.

B. In the case of the death of a regular employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, nephew, niece, or great-grandparent, or the aunt, uncle, nephew or niece of the spouse of an employee, the employee may be allowed sixteen (16) hours funeral leave with regular pay without deduction from his pay or accumulated sick leave.

C. Further, a regular employee may also be allowed to use up to twenty-four (24) hours of his accumulated sick leave in the case of death of any of the designated persons in Subsections A and B.

D. For purposes of section 3, in-laws outlined in Subsections A and B shall include the mother, father, brother, sister, son, and daughter of the employee's deceased spouse or divorced spouse unless either has remarried.

E. In order to receive funeral leave with pay the employee must attend the funeral.

F. 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 provided, however, that such permission is granted by the employee's Department Head or 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 (80) hours per year.

B. After five (5) years of service – at the factored hourly equivalent of one hundred sixteen (116) hours per year.

C. After ten (10) years of service – at the factored hourly equivalent of one hundred thirty (130) hours per year.

D. After twelve (12) years of service – at the factored hourly equivalent of one hundred forty-eight (148) hours per year.

E. After fifteen (15) years of service – at the factored hourly equivalent of one hundred sixty (160) hours per year.

F. After twenty (20) years of service – at the factored hourly equivalent of one hundred ninety-six (196) hours per year.

G. After twenty-five (25) years of service – at the factored hourly equivalent of two hundred (200) hours per year.

Vacation leave shall be earned, but not granted, during the probationary period occurring 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.

Section 5. VACATION BANK For employees maintaining a vacation bank, an employee may request to sell all or part of their bank at the first full pay period in July each year. Such request for payment shall be made in writing and approved by the employee's department head and the Mayor, provided there are sufficient funds in the department's budget for salaries. Payment for requested hours will be paid at the employee's usual rate of pay as of the last January 1.

Section 6. INJURY LEAVE WITH PAY Whenever a probationary or regular employee becomes temporarily totally disabled from an injury arising out of and in the course of the employee's employment, such employee shall be eligible to receive his salary during the continuance of such temporary total disability for so long as such employee is temporarily totally disabled. However, in no event shall such period of eligibility exceed six (6) months. After the first instance during any contract year, the period of eligibility shall be deemed to commence on the seventh (7) day from the date when the employee incurred such injury giving rise to said temporary total disability and shall end six (6) consecutive calendar months after the date when the employee incurred such injury. During this period of eligibility, payment of said salary shall be deemed to be payment of all statutorily imposed periodic temporary total disability benefits for the same period of time under the workers' compensation act or other applicable pension laws of the State of Nebraska. The benefits provided for by this Section are not intended to be in addition to any temporary total disability benefits provided for by state law, but are intended to be payment of such benefits when applicable. In no case will any employee be allowed to receive statutory temporary total disability payments for the same periods of disability for which the employee receives the benefits provided herein. Any employee on injury leave with pay shall earn vacation leave, personal holidays, and sick leave. If the employee's period of disability exceeds six (6) months, the employee shall thereafter receive all benefits allowable under state law.

In order for such employee to be eligible for injury leave benefits, the employee shall furnish, when requested by the appointing authority, such medical or other supporting evidence regarding any injury or condition which such employee claims has rendered the employee temporarily totally disabled. Upon the refusal to provide such requested information, such injury leave benefits may be withheld or discontinued until such evidence is provided.

ARTICLE 14

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 for a total of sixteen (16) hours to all eligible employees. These hours may be taken at any time during the payroll fiscal year provided the hours 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 a 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 working day before and the normal hours scheduled the working day after the authorized holiday in order to be eligible for holiday pay.

Section 2. 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 (November 11), Thanksgiving Day, Day after Thanksgiving, Christmas Day (December 25), New Year's Day (January 1), Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day (July 4).

In addition, the City will provide two (2) non-cumulative personal holidays for a total of sixteen (16) hours to all eligible employees. These hours may be taken at any time during the year provided the hours 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.

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 one and one-half (1 ½) times

the hourly rate for such hours worked in addition to holiday pay. All hours worked on the holiday, within an employee's regular scheduled work week, shall be used in computation of weekly overtime; provided, that an employee shall not be paid time and one half twice on the same hours.

Section 3. HOLIDAY PAY The following policies for holiday pay and arrangements for holiday pay shall govern:

A. Regular full-time employees shall be credited with pay at straight time for the number of hours in their normal work shift not to exceed eight (8) hours for each of the holidays authorized by this Article. Employees whose regular work schedule includes work on a holiday may receive, in addition to their normal holiday pay, either compensation in accordance with this subsection or compensatory time at straight time, subject to approval by Department Head.

B. Employees except as provided in Subsection A who, because of emergency conditions, are recalled to work on a general paid holiday shall be paid at one and one-half (1 ½) times their hourly rates for such hours worked in addition to the number of work hours credited as provided in Subsection A.

Section 4. 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 one and one-half (1 ½) times the hourly rate for such hours worked in addition to holiday pay. All hours worked on the holiday, within an employee's regular scheduled work week, shall be used in computation of weekly overtime; provided, that an employee shall not be paid time and one half twice on the same hours.

ARTICLE 15

PRODUCTIVITY

The parties recognize that delivery of essential municipal services in the most efficient and effective manner is a common goal of the City and the Union. Individual effectiveness and productivity may be maintained and improved through orientation, primary function training, maintenance of attendance, and performance review. Management effectiveness and efficiency of operations may be maintained and improved through management training and performance review.

It shall be a combined effort of the City and the Union to obtain the ability to achieve maximum yield out of allocated resources by effective management and measurement, cross-training, achievement-oriented employees and supervisors, and utilization of modern technology.

The Union will support and assist in the implementation of methods of increasing department productivity and maintaining safe work places. The City will endeavor to develop policies with Union assistance to increase department productivity, maintain safe work places, and otherwise increase and maintain the morale of employees. Furthermore, employees are encouraged to communicate ideas and suggestions to their supervisors without retribution.

ARTICLE 16

SAFETY COMMITTEE

Section 1. In the interest of safety, a Safety Committee consisting of at least four (4) members of the bargaining unit, together with no more than an equal number of selected designees of the affected department shall be created in each of the City departments covered by the bargaining unit. Bargaining unit employee members shall be selected by the Union.

Section 2. The Safety Committee shall meet with the appropriate Department Head at least once every three (3) months or as often as such Committee shall determine, to discuss and make recommendations for improvements of general health and safety of employees. All Safety Committee meetings shall be held during normal working hours, on the City's premises, and without loss of pay to the designated members of the bargaining unit. The City hereby agrees it will endeavor to provide efficient and safe equipment and material to protect the health and safety of employees. The Union agrees fully to support the City in all areas of occupational safety.

Section 3. Complaints by employees may be filed with the Committee in writing. The Committee will make a recommendation to the appropriate Department Head who will take such remedial action as he deems appropriate.

Section 4. Authority for the Safety Committee program is provided in the Personnel Code in Section 2.76.535. The final or primary responsibility for the Safety Program and Rules and Regulations relating to safety lies with the affected Department Head or his designee.

Section 5. This Article shall not displace any departmental safety committees that are currently in operation.

Section 6. In addition to the above identified departmental safety committees, the Union shall be entitled to select a representative from the bargaining unit to be a member of any City-wide safety committee(s) that may be established by the City.

ARTICLE 17

CLOTHING AND EQUIPMENT

Section 1. The City shall provide and replace uniforms for employees where uniforms are currently required.

Section 2. The City shall provide required equipment for employees. The City shall provide a method by which employees can obtain footwear at no cost to the employee for those employees covered by this agreement who are required for safety reasons by their Department Head to wear a specific style or type of footwear. Replacement footwear will be at the discretion of the Department Head after reviewing the condition of the employee's footwear.

Section 3. Regular replacement articles shall be provided as necessary for wear or damage of issued uniforms and equipment occurring while in the performance of duties.

Section 4. While employed, the City uniforms and equipment issued to employees are the responsibility of the employee. Upon separation from City service, all uniforms and equipment belonging to the City shall be returned to the City prior to the final paycheck being issued by the City.

ARTICLE 18

HOURS OF WORK AND DUTY SHIFTS

Section 1. Eight (8) consecutive hours, exclusive of lunch, shall constitute a day's work and five (5) consecutive calendar days shall constitute a week's work. From time to time, ten (10) hour working shifts, exclusive of lunch, may be made available. When ten (10) hour working shifts are available, the option, within demand constraints, to work these shifts will be made available to employees working eight (8) hour shifts. When an employee elects to change his work shift to either an eight (8) hour or ten (10) hour work shift, he may not, without management consent, again change his work shift from eight (8) to ten (10) hours or from ten (10) hours to eight (8) hours.

Section 2. Each employee shall be entitled to two (2) or three (3) days off each week which shall be consecutive, unless in conflict with shift or other assignments.

Section 3. An employee may elect to change hours of work and duty shifts, with the consent of the employee's Department Head, in which case Sections 1 and 2 would not apply and hours worked and duty shifts would become forty (40) hours per work week.

The employee may request in writing to return to his previous hours and duty shifts at the beginning of any following work week with seven (7) days notice upon approval of Department Head.

Section 4. All employees who are regularly assigned to second and third shifts shall be paid an additional twenty (20) cents per hour for second shift and thirty (30) cents per hour for third shift. The differential pay per hour shall be included as an addition to their current hourly rate.

For purposes of this Section 4, the following conditions shall apply:

A. To be entitled to second shift differential pay, an employee must work a majority of his regularly scheduled shift hours between 5:00 p.m. and 11:59 p.m.

To be entitled to third shift differential pay, an employee must work a majority of his regularly scheduled shift hours between 11:59 p.m. and 9:00 a.m.

B. For purposes of computing any shift differential pay, "current hourly rate" shall mean the regular hourly rate set forth in Appendix "B", attached to this Agreement, which is applicable

to the employee's regularly assigned job classification; provided, however, that if an employee is entitled to out-of-class pay as specified in Section 4 of Article 21, the employee's "current hourly rate" shall be the increased pay as provided for in that Section.

C. An employee whose regularly scheduled shift entitles him to shift differential pay shall receive the shift differential pay as a part of his current hourly rate for leaves of absence including vacation, sick leave, holiday pay and funeral leave.

D. For purpose of computing overtime pay, an employee shall receive his current hourly rate in addition to the corresponding differential pay.

ARTICLE 19

OVERTIME, CALL BACK, AND STAND-BY PAY

(To supplement pertinent sections of the Lincoln Municipal Code)

Section 1. OVERTIME Work performed by employees in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of the employee. For employees not working in a seven (7) day a week or twenty-four (24) hour operation, and who are not scheduled to work on a holiday, the legal holiday time not worked shall count toward hours worked for the computation of overtime.

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. Overtime hours worked in conjunction with snow removal shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of the employee, regardless of whether the employee has taken any paid leave during the same pay week in which the snow removal overtime was worked.

Section 2. CALL BACK

A. If an employee is called back to physical duty during his off-duty time, and such time does not merge with his scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half (½) or one and one-half (1 ½) times the actual number of hours worked, whichever is greater.

B. If an employee is called by telephone during his off-duty time for any purpose other than scheduling , the employee will receive one (1) hour of pay during an eight (8) hour period or actual time, whichever is greater.

Section 3. STAND BY When an employee is on officially designated stand-by duty, the employee shall receive one (1) hour of pay at straight time for eight (8) hours of stand-by duty or any fraction thereof.

Section 4. In lieu of payment for overtime hours worked the employee may opt to take compensatory time off, at the rate of one and one-half (1 ½) hours of compensatory time for each overtime hour worked. The maximum accrual of compensatory time shall be forty (40) hours. At the end of each fiscal year, the employee shall be compensated for unused compensatory time at his current rate of pay. An employee, upon separation from City service, shall be compensated for accrued compensatory time in cash. The City reserves the right to pay cash for any or all overtime hours, or for any accrued compensatory time.

Section 5. ALTERATION OF ORDINARY SHIFT Except for those employees that are on paid on-call or standby status, an employee may be called into work on a shift that is not his or her regular shift on a mandatory basis only when there is an emergency. For the purposes of this clause, an “emergency” shall mean those circumstances in which the City or any part thereof is suffering or is in imminent danger of suffering from a natural disaster or other event, including floods, tornadoes, or other occurrences which will seriously and substantially endanger the health, safety, welfare or property of the citizens of the City of Lincoln as determined by the Department Head or the Mayor.

ARTICLE 20

WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the Merit Pay Plan set forth in Appendix "B" which identifies steps "A" through "J" for each salary range. Wages as set forth in Appendix "B" shall be increased by one and a quarter percent (1.25%) effective fiscal year 2008-2009.

A. 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.

Merit increases shall be awarded on the basis of performance only, and under no circumstances shall any Department Head award or deny any employee a merit step increase on the basis of personal or political favoritism or discrimination.

B. An employee shall become eligible for a one step merit pay increase after completion of a six (6) month probationary period beginning with the original date of appointment. Except as otherwise provided in Subsection C below, a one-step merit pay increase may be granted no more often than one (1) year of service from the date the last merit step increase became effective. Merit step increases shall be effective beginning the first full pay period following the established eligibility date. Salary increases or decreases resulting from the amendment of the compensation plan in accordance with Sections 2.76.125 and 2.76.130 of the Lincoln Municipal Code shall have no effect on the within-range merit step increases authorized by this Section unless otherwise specified in Section 2.76.130(b) of the Lincoln Municipal Code.

C. Upon a showing by employees of exceptional and unusual circumstances in connection with their classification and with the recommendation of the appointing authority, the Personnel Director may grant permanent merit step 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, granted in accordance with this Subsection C, shall be used to establish a new eligibility date, which shall be one (1) year from the date of the merit step increase.

D. An employee's evaluation date will be extended due to an event of injury or illness when such leave is greater than thirty (30) consecutive calendar days. Any wage increase granted on the employee's extended evaluation date will be retroactive to the employee's original eligibility date. The employee's eligibility date will remain the same, which shall be one year from the original eligibility date.

Section 2. LONGEVITY In addition to an employee's base salary provided for in Section 1, each full time employee shall annually receive longevity pay based upon the total length of 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 prorated basis on each regular pay day. The longevity schedule shall be as follows:

Completed Years of Service	Annual Pay
5 years (Beginning 6th Year)	$ 215
10 years (Beginning 11th Year)	$500
15 years (Beginning 16th Year)	$754
20 years (Beginning 21st Year)	$977
25 years (Beginning 26th Year)	$1,300

Any full-time employee hired August 29, 1991 or after shall annually receive longevity pay based upon total continuous length of service with the City.

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

Section 3. The wage provisions of this Article shall apply to all regular full-time employees in the bargaining unit.

Section 4. In the event the City is required by economic necessity to consider a City-wide reduction in force during the term of this Agreement, the City and the Union agree that this Article may be

opened for renegotiation by either party to consider alternatives to such a reduction in force.

Section 5. CDL's The City will reimburse an employee the difference in cost between a regular drivers license and a Commerical Drivers License, when the employee's position requires a Commerical Drivers License, and only when that license is renewed.

ARTICLE 21

PROMOTION, DEMOTION, LATERAL TRANSFER, OUT OF CLASS WORK, REALLOCATION

Section 1. PROMOTION In the event of a promotion, the rate of the promoted employee shall be increased to the step in the higher range above his rate of pay prior to promotion.

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 promotion shall start a promotion probationary period of six (6) months in the higher classification. However, a reclassification of a probationary employee to a position in a newly-created class with a higher pay range will not terminate the probationary period.

Prior to the completion of the promotion probationary period, a performance appraisal shall be completed on the promoted employee. The employee may be eligible for a one-step increase. The employee will not be eligible for a one-step increase if the employee was advanced to the maximum step upon promotion. If an employee fails to successfully complete the promotion probationary period, the employee shall retreat to his former classification and rate of pay only if the employee's promotion was within the PAGE bargaining unit. If the employee promoted out of the PAGE bargaining unit, he will not be allowed to retreat back into his former PAGE position if he fails to successfully complete the promotion probationary period. 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.

Postings or other applications for promotional positions shall be limited to regular employees in the City Service when the Personnel Director determines that there are a sufficient number of qualified candidates within the classified service to provide sufficient competition to fill the position.

Section 2. DEMOTION Any employee who is demoted whether voluntarily or involuntarily will receive a reduction in pay to the next lower step in the lower pay range and under no circumstance shall the new rate of pay exceed the maximum rate for the lower class in the merit pay plan. The date that the demotion becomes effective shall be used to establish a new eligibility date, which shall be one (1) year from the date of the demotion.

Section 3. LATERAL TRANSFER In event of a lateral transfer, the employee's rate of pay will remain unchanged at the time of transfer.

Section 4. OUT OF CLASS WORK Out of class work is work having substantially similar duties and responsibilities as those of another permanent position (classification) with a higher maximum salary (the out of class work). While assigned, the employee shall receive at least a step increase in pay during the period so authorized, provided the following occurs:

A. 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; and

B. The employee performs the out of class work for a minimum of six (6) consecutive hours or more to be eligible. The employee shall then receive compensation for all hours worked in the higher class.

C. Notwithstanding the above, an employee shall not receive out of class pay for out of class work performed, in the following circumstances.

1. The Employee is participating in out of class work, because the Department is engaging the employee in bona fide training to learn how to complete the out of class tasks. For the purposes of this subparagraph, "bona fide training" shall not include the assignment of out of class work to an employee that has previously performed the out of class work for a cumulative eighty (80) hours during their employment with the City; or

2. The employee is in a class that has a progression from a lower classification to a higher classification that automatically occurs on a predetermined time schedule, and the out of class work assigned is work that is within the classification that is the higher classification within the automatic progression.

The Personnel Director may approve out-of-class work, in the event no vacancy exists in a higher classification, when it is determined through supportive documentation that an employee is performing the work of the higher classification. All other requirements outlined in this Section must be met prior to the approval of out-of-class work when no vacancy exists. The decision to approve or disapprove out-of-class work when no vacancy exists shall be at the discretion of the Personnel Director.

In the event an employee is performing out-of-class work and requests and receives approval for paid leave, such paid leave shall be compensated at the employee's rate of pay prior to the assignment of the out-of-class work.

Section 5. REALLOCATION A. In the event a position is reallocated to a classification with a higher pay range, the rate of the reallocated employee shall be increased to that step in the new pay range next above his rate of pay prior to reallocation. 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 position is reallocated to a classification with a lower pay range, the reallocated employee shall be paid at the same rate of pay in the new pay range, or at his present rate of pay, until the wage schedule through general increases makes sufficient upward movement to include the employee's rate of pay. However, if after one (1) year the employee's rate of pay continues to exceed the maximum rate of his pay range, the employee shall begin receiving the maximum rate in the pay plan in his pay range.

B. In the event a classification is allocated to a higher 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 his present rate of pay, whichever is applicable. There shall be no change in the employee's eligibility date as a result of such allocation.

In the event a classification is allocated to a lower pay range, the employee in the classification shall be paid at the same rate of pay until the wage schedule through general increases makes sufficient upward movement to include the employee's rate of pay. However, if after one (1) year the employee's rate of pay continues to exceed the maximum rate for the classification as reallocated, he shall begin receiving the maximum rate of pay for that classification.

C. In the event a position is reallocated to a classification with the same pay range, the rate of the reallocated employee shall remain unchanged and there shall be no change in eligibility date.

Section 6. APPEAL OF ALLOCATION An employee may appeal the allocation of his position to the Personnel Board following the receipt of the result of a position audit if the employee's position is downgraded to a class with a lower pay range.

ARTICLE 22

SAFETY GLASSES

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 cost 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 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. 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.

ARTICLE 23

HEALTH CARE PLAN AND INSURANCE

Section 1. HEALTH CARE PLAN 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-eight percent (98%) of the monthly cost and the employee's contribution shall equal two percent (2%) 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-six percent (86%) of the monthly cost of coverage and the employee's contribution shall equal fourteen percent (14%) of the monthly cost of coverage.

Section 2 DENTAL PLAN The City shall provide a group dental plan. The City will pay fifty percent (50%) of the monthly cost of coverage and the employee will pay fifty percent (50%) of the monthly cost of coverage.

Section 3 LIFE INSURANCE The City shall provide a $30,000 life insurance policy to eligible employees.

Section 4. POST EMPLOYMENT HEALTH PLAN. 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 amount of dollars paid into the employee's PEHP universal account by the City on behalf of the employee shall be $30.00 per pay period.

Upon retirement, death, or a reduction in force, the employee's sick leave payout shall be added (paid) into the employee's PEHP premium account.

ARTICLE 24

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 25

DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the pay period beginning August 21, 2008, and ending on August 31, 2009. In the event either party desires to modify this Agreement or any part thereof, it shall notify the other party in writing no later than February 1, 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 underlined and deletions struck through, must be submitted to the City by the Union and City proposals submitted to the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2008.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

_____
City Clerk

_____
Mayor, City of Lincoln

ATTEST:

PUBLIC ASSOCIATION OF
GOVERNMENT EMPLOYEES

_____
President

APPENDIX "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____
(Please print last name, first name, middle name)

Department _____

Classification _____

Social Security Number _____

TO THE CITY OF LINCOLN:

Effective the _____ day of _____, 20___, I hereby request and authorize you to deduct from my biweekly earnings a sufficient amount to provide for the regular payment of Union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of the Public Association of Government Employees. This authorization shall remain effective unless terminated by me by written notice to the City.

Signature _____

Address _____

City _____

State/Zip _____

Date: _____

PAGE PAY PLAN

Reflects 1.25% increase

Effective August 21, 2008

3.5% between steps

CLASS CODE	CLASS TITLE	PAY RANGE	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
1020	CUSTOMER SERVICE ASSISTANT I	N10	13.518	13.992	14.481	14.987	15.512	16.055	16.618	17.198
1022	CUSTOMER SERVICE ASSISTANT II	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
1030	OFFICE ASSISTANT	N08	12.619	13.060	13.518	13.992	14.481	14.987	15.512	16.055
1032	SENIOR OFFICE ASSISTANT	N10	13.518	13.992	14.481	14.987	15.512	16.055	16.618	17.198
1034	OFFICE SPECIALIST	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
1036	OFFICE MANAGER	N15	16.055	16.618	17.198	17.802	18.424	19.069	19.737	20.426
1040	PUBLICATIONS SPECIALIST	N11	13.992	14.481	14.987	15.512	16.055	16.618	17.198	17.802
1120	ACCOUNT CLERK I	N09	13.060	13.518	13.992	14.481	14.987	15.512	16.055	16.618
1121	ACCOUNT CLERK II	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
1122	ACCOUNT CLERK III	N16	16.618	17.198	17.802	18.424	19.069	19.737	20.426	21.142
1214	RIGHT-OF-WAY TECHNICIAN	N12	14.481	14.987	15.512	16.055	16.618	17.198	17.802	18.424
1215	RIGHT-OF-WAY SPECIALIST	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
1218	REAL ESTATE CLERK	N08	12.619	13.060	13.518	13.992	14.481	14.987	15.512	16.055
1306	STORES CLERK I	N09	13.060	13.518	13.992	14.481	14.987	15.512	16.055	16.618
1307	STORES CLERK II	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
1463	COMPUTER OPERATOR I	N12	14.481	14.987	15.512	16.055	16.618	17.198	17.802	18.424
1464	COMPUTER OPERATOR II	N16	16.618	17.198	17.802	18.424	19.069	19.737	20.426	21.142
1466	INTERNET SUPPORT SPECIALIST	N20	19.069	19.737	20.426	21.142	21.881	22.647	23.441	24.261
2216	HOUSING REHABILITATION ASST	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
3129	PUBLIC SERVICE OFFICER	N10	13.518	13.992	14.481	14.987	15.512	16.055	16.618	17.198

PAGE PAY PLAN

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CLASS CODE	CLASS TITLE	PAY RANGE	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
3137	POLICE SERVICES SPECIALIST	N12	14.481	14.987	15.512	16.055	16.618	17.198	17.802	18.424
3139	POLICE RECORDS TECHNICIAN	N10	13.518	13.992	14.481	14.987	15.512	16.055	16.618	17.198
3141	PROPERTY & EVIDENCE TECHNICIAN	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
3147	CRIME ANALYSIS TECHNICIAN	N15	16.055	16.618	17.198	17.802	18.424	19.069	19.737	20.426
3163	RADIO SYSTEM TECHNICIAN	N20	19.069	19.737	20.426	21.142	21.881	22.647	23.441	24.261
3164	RADIO SYSTEM LEAD TECHNICIAN	N21	19.737	20.426	21.142	21.881	22.647	23.441	24.261	25.109
3205	BUILDING INSPECTOR	N21	19.737	20.426	21.142	21.881	22.647	23.441	24.261	25.109
3212	HOUSING INSPECTOR II	N21	19.737	20.426	21.142	21.881	22.647	23.441	24.261	25.109
3213	HOUSING INSPECTOR I	N18	17.802	18.424	19.069	19.737	20.426	21.142	21.881	22.647
3215	ELECTRICAL INSPECTOR	N21	19.737	20.426	21.142	21.881	22.647	23.441	24.261	25.109
3217	HVAC INSPECTOR	N21	19.737	20.426	21.142	21.881	22.647	23.441	24.261	25.109
3220	PERMIT ASSISTANT	N10	13.518	13.992	14.481	14.987	15.512	16.055	16.618	17.198
3222	PERMIT TECHNICIAN	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
3225	PLUMBING INSPECTOR	N21	19.737	20.426	21.142	21.881	22.647	23.441	24.261	25.109
3611	DENTAL ASSISTANT	N08	12.619	13.060	13.518	13.992	14.481	14.987	15.512	16.055
3619	ENVIRONMENTAL HEALTH TECH	N11	13.992	14.481	14.987	15.512	16.055	16.618	17.198	17.802
3690	ANIMAL CONTROL OFFICER I	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
3691	ANIMAL CONTROL OFFICER II	N19	18.424	19.069	19.737	20.426	21.142	21.881	22.647	23.441
3695	ANIMAL CONTROL DISPATCHER	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
4106	LIBRARY ASSISTANT I	N03	10.625	10.997	11.382	11.779	12.193	12.619	13.060	13.518

PAGE PAY PLAN

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CLASS CODE	CLASS TITLE	PAY RANGE	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
4107	LIBRARY ASSISTANT II	N05	11.382	11.779	12.193	12.619	13.060	13.518	13.992	14.481
5008	LABORER I	N09	13.060	13.518	13.992	14.481	14.987	15.512	16.055	16.618
5009	LABORER II	N11	13.992	14.481	14.987	15.512	16.055	16.618	17.198	17.802
5023	GATEHOUSE ATTENDANT I	N06	11.779	12.193	12.619	13.060	13.518	13.992	14.481	14.987
5024	GATEHOUSE ATTENDANT II	N10	13.518	13.992	14.481	14.987	15.512	16.055	16.618	17.198
5031	LANDFILL OPERATOR I	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5032	LANDFILL OPERATOR II	N17	17.198	17.802	18.424	19.069	19.737	20.426	21.142	21.881
5033	LANDFILL OPERATOR III	N19	18.424	19.069	19.737	20.426	21.142	21.881	22.647	23.441
5104	MAINTENANCE MECHANIC	N12	14.481	14.987	15.512	16.055	16.618	17.198	17.802	18.424
5105	MAINTENANCE REPAIR WORKER I	N12	14.481	14.987	15.512	16.055	16.618	17.198	17.802	18.424
5106	MAINTENANCE REPAIR WORKER II	N16	16.618	17.198	17.802	18.424	19.069	19.737	20.426	21.142
5115	AUTOMOTIVE SERVICE WORKER	N12	14.481	14.987	15.512	16.055	16.618	17.198	17.802	18.424
5116	AUTOMOTIVE MECHANIC	N17	17.198	17.802	18.424	19.069	19.737	20.426	21.142	21.881
5117	HEAVY EQUIPMENT MECHANIC	N18	17.802	18.424	19.069	19.737	20.426	21.142	21.881	22.647
5146	PARKS WELDER	N18	17.802	18.424	19.069	19.737	20.426	21.142	21.881	22.647
5150	CONCRETE FINISHER I	N16	16.618	17.198	17.802	18.424	19.069	19.737	20.426	21.142
5151	CONCRETE FINISHER II	N17	17.198	17.802	18.424	19.069	19.737	20.426	21.142	21.881
5201	DELIVERY CLERK	N06	11.779	12.193	12.619	13.060	13.518	13.992	14.481	14.987
5205	EQUIPMENT OPERATOR I	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5206	EQUIPMENT OPERATOR II	N17	17.198	17.802	18.424	19.069	19.737	20.426	21.142	21.881

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CLASS CODE	CLASS TITLE	PAY RANGE	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
5216	PUBLIC WORKS INSPECTOR	N19	18.424	19.069	19.737	20.426	21.142	21.881	22.647	23.441
5225	UTILITY EQUIPMENT OPERATOR I	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5226	UTILITY EQUIPMENT OPERATOR II	N17	17.198	17.802	18.424	19.069	19.737	20.426	21.142	21.881
5228	PUBLIC WORKS LABORER	N11	13.992	14.481	14.987	15.512	16.055	16.618	17.198	17.802
5229	PUBLIC WORKS EQUIPMENT OPR I	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5230	PUBLIC WORKS EQUIPMENT OPR II	N17	17.198	17.802	18.424	19.069	19.737	20.426	21.142	21.881
5232	BARRICADE WORKER	N12	14.481	14.987	15.512	16.055	16.618	17.198	17.802	18.424
5235	WATER SERVICE TECHNICIAN I	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
5236	WATER SERVICE TECHNICIAN II	N16	16.618	17.198	17.802	18.424	19.069	19.737	20.426	21.142
5237	SENIOR WATER SERVICE TECHNICIAN	N18	17.802	18.424	19.069	19.737	20.426	21.142	21.881	22.647
5303	UTILITY SERVICE TECHNICIAN	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
5313	MAINTENANCE OPERATOR I	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5314	MAINTENANCE OPERATOR II	N16	16.618	17.198	17.802	18.424	19.069	19.737	20.426	21.142
5316	ASST WATER PLANT OPERATOR	N16	16.618	17.198	17.802	18.424	19.069	19.737	20.426	21.142
5325	METER READER I	N11	13.992	14.481	14.987	15.512	16.055	16.618	17.198	17.802
5326	METER READER II	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5335	UTILITY PLANT MECHANIC II	N19	18.424	19.069	19.737	20.426	21.142	21.881	22.647	23.441
5336	UTILITY PLANT MECHANIC I	N18	17.802	18.424	19.069	19.737	20.426	21.142	21.881	22.647
5337	ASST UTILITY PLANT MECHANIC	N14	15.512	16.055	16.618	17.198	17.802	18.424	19.069	19.737
5407	CUSTODIAN	N08	12.619	13.060	13.518	13.992	14.481	14.987	15.512	16.055

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CLASS CODE	CLASS TITLE	PAY RANGE	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
5435	COOK	N07	12.193	12.619	13.060	13.518	13.992	14.481	14.987	15.512
5436	FOOD SERVICE WORKER	N05	11.382	11.779	12.193	12.619	13.060	13.518	13.992	14.481
5510	GARDENER	N15	16.055	16.618	17.198	17.802	18.424	19.069	19.737	20.426
5516	ARBORIST I	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5517	ARBORIST II	N18	17.802	18.424	19.069	19.737	20.426	21.142	21.881	22.647
5523	ATHLETIC FIELDS TECHNICIAN	N17	17.198	17.802	18.424	19.069	19.737	20.426	21.142	21.881
5538	PARKS PLUMBER I	N13	14.987	15.512	16.055	16.618	17.198	17.802	18.424	19.069
5539	PARKS PLUMBER II	N19	18.424	19.069	19.737	20.426	21.142	21.881	22.647	23.441