

AGREEMENT

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

for the period of August 16, 2001
through August 31, 2003.

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PREAMBLE

THIS AGREEMENT made and entered into on the 16th day of August, 2001, 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:

ARTICLE 1

BARGAINING UNIT

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.

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.

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.

ARTICLE 2

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. LCEA 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.

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.
- 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 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, 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 without cause.

ARTICLE 4

WAGES

Wages for employees covered by this Agreement shall be in accordance with the Variable Merit Pay Plan set forth in Appendix "A" and Appendix "B" that reflect a four percent (4%) increase effective August 16, 2001. Said wages shall be increased by four percent (4%) effective August 15, 2002.

Section 1. 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 ranging from zero percent (0%) to six percent (6%); 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 2. Eligibility dates for evaluating performance or for advancement within the Variable 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 3. Merit increases are awarded to employees based on the employee's overall level of performance. The Variable Merit Pay Plan allows an employee to advance through the salary range at a pace commensurate with the employee's performance.

Section 4. 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 merit increase ranging from zero percent (0%) to six percent (6%). 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. All merit increases up to the maximum rate advance the employees within their respective pay ranges and such salary shall be in effect with the possible exception of promotion, demotion, reallocation, layoff, or termination.

Section 5. Under unusual circumstances, in order to retain trained and qualified individuals, a Department Head may recommend permanent salary increases within the employee's pay range that are consistent with the spirit and purpose of the merit system provisions of the City Charter. Such pay increases, not to exceed ten percent (10%), may only be granted with the permission of the Personnel Director and the Mayor. The effective date of any increase granted in accordance with this Section shall be used to establish a new eligibility date, which shall be one year from the effective date of such increase. Increases granted under this Section may be granted only once per contract year.

Section 6. In lieu of the provisions of Section 2.76.160 of the Lincoln Municipal Code, the following shall apply: A Department Head may recommend a

temporary, exceptional service award for an employee in order to recognize exceptional service. The temporary exceptional service award shall not exceed four percent (4%) of the employee's current annualized salary. The employee may elect to receive the temporary service award in either two, four, or six pay periods. Increases for exceptional service shall be paid only upon 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 7. Upon a general adjustment to the established salary ranges, the minimum rate and the employee's rate of pay shall be adjusted by the appropriate amount. There shall be a thirty-seven and one-half percent (37.5%) differential between the minimum rate and the maximum rate for classes with a pay range prefixed by the letter "C". There shall be a fifty percent (50%) differential between the minimum rate and the maximum rate for classes with a pay range prefixed by the letter "A".

Section 8. 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 four and one-half percent (4.5%) merit 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 9. 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.

Section 10. In the event of a market shortage of qualified applicants, or when it is necessary to adjust the pay of employees within a particular classification due to economic differences caused by market competition or other unusual circumstances, the following procedures shall be utilized:

- A. If a shortage of qualified applicants exists within a particular classification, or employee turnover is substantially higher within a particular classification as compared to other classifications within the City, and the Personnel Director finds that market conditions as described herein exist, he shall notify the union of such condition and may take the following action:

- (1) Increase the pay of the employee(s) in the affected classification to compensate for the shortages, up to a maximum of 10% in a contract year; or
 - (2) Any employee that has reached the maximum rate of the pay range, and whose pay needs to be adjusted to compensate for the market, may have his/her pay advanced above the maximum of the pay range in accordance with the provisions of (1) above, provided, however that any increase above the range maximum shall not exceed 20%; and
- B. If the shortage persists, then the procedure outlined in (a) may be followed; however, if the shortage ceases the employees being paid above the maximum rate of the pay range 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.
- C. Any changes in an employee's rate of pay, pursuant to this section, shall not effect the employee's eligibility date for merit evaluation purposes.

Section 11. 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	\$ 464.00
15 Years	\$ 734.00
20 Years	\$ 927.00
25 Years	\$1,191.00

Effective September 1, 1992, 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 (100) hours with pay for the sole purpose of labor negotiations with the City. These hours shall be utilized by the end of the fiscal year or be forfeited.
- 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 or his designated representative will be granted a maximum of forty (40) hours per contract year for the purpose of representing members of the bargaining unit during grievances, disciplinary hearings or other administrative conferences. Such time off must be requested of the employee's supervisor in writing normally at least two (2) working days prior to the requested leave.
- 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.

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.

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 seven (7) 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 seven (7) 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 seven (7) 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.

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 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 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.

ARTICLE 10

PROMOTION, TRANSFER, REALLOCATION, REASSIGNMENT, DEMOTION

Section 1. PROMOTION In the event of a promotion, the rate of the promoted employee shall be increased at least five percent (5%) in the higher pay range above the employee's rate of pay prior to promotion. More than a five percent (5%) 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 an increase in accordance with the variable merit pay plan. 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, former rate of pay, and his former eligibility date.

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 OR REASSIGNMENT In the event of the reallocation of a position or the reassignment of a class to the appropriate class or pay range which has a lower maximum salary rate, the employee concerned shall normally be paid at the same rate 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. However, if after one year the maximum rate does not meet or exceed the employee's frozen (red-circled) rate of pay, the employee's rate of pay will be reduced four and one-half percent (4.5%) or to the maximum rate, whichever results in the smallest decrease in pay. Each year thereafter, the employee's rate of pay shall be reduced an additional four and

one-half percent (4.5%) or to the maximum rate, which ever results in the smallest decrease in pay.

Section 4. In the event of the reallocation of a position or the reassignment of a class to the appropriate class or pay range which has a higher maximum salary rate, the employee concerned shall normally be paid at the minimum rate of the pay range, or five percent (5%) above the employee's present rate, whichever is greater. The effective date of the reallocation of a position or the reassignment of a class shall be used to establish a new eligibility date, which shall be one (1) year from the date of the reallocation or reassignment.

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 four and one-half percent (4.5%) 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 four and one-half percent (4.5%) 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 seven (7) 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 pay range.

An employee 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 a minimum of three consecutive work days in the higher classification shall be compensated at the minimum rate established for the higher class for each consecutive eight hours or more of work performed during any regularly assigned work shift served in the higher class. If an employee works more than the three day minimum, that employee shall be compensated for all the time worked in the higher classification. In the event that the minimum salary of the higher classification is not at least five percent (5%) above the employee's current salary, said employee working in a higher classification for the required time shall be paid for that temporary assignment at the rate of five percent (5%) above his current base salary.

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 rate of at least five percent (5%) above the employee's current base salary, or at the minimum rate of the established range of the vacant position, whichever is greater, but any increase in pay greater than five percent (5%) 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.

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 five percent (5%) above the employee's current base salary, or at the minimum rate of the established range of the vacant position, whichever is greater. However, any increase in pay greater than five percent (5%) 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.

Section 4. 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 5. 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. When possible scheduling of shifts shall be done on the basis of seniority. For purposes of this section only, seniority shall mean continuous length of City service.

Section 3. 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 4. REST PERIODS There shall be allowed one fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift of the work day. The rest period shall be scheduled at the approximate middle of each one-half ($\frac{1}{2}$) shift whenever possible. The rest period may also be scheduled at other times in each one-half ($\frac{1}{2}$) shift if service would be adversely affected by taking the rest period in the approximate middle of the one-half ($\frac{1}{2}$) shift. Employees working nonconsecutive one-half ($\frac{1}{2}$) 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 5. 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 (must be a full eight hour block) 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. Any payment for time not worked (i.e., paid leave time) shall not count toward the forty (40) hour work week. For employees who are not working in a seven day a week or twenty-four hour operation and who are not scheduled to work on a holiday, the legal holiday time not worked will be added to the regular schedule to determine hours worked for overtime purposes.

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 Non-exempt employees will receive call back pay in accordance with Lincoln Municipal Code 2.76.205.

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.

To supplement section 2.76.445 of the Lincoln Municipal Code, Personnel System: The employee has established a pattern of sick leave usage and/or excessive unexcused leave of absence.

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 may be granted time off for a maximum of forty (40) hours per calendar year for illness in the employee's immediate family. Immediate family will also include any other family member, whether it be by blood or marriage, or legal adoption or foster children, residing in the same household. Such time off will be deducted from the employee's accumulated sick leave. Upon written request, the Personnel Director may waive the forty (40) hour limit after reviewing the individual circumstances in support of the request.

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-fourth (1/4) of the employee's accumulated sick leave with the rate of payment based upon the employee's regular pay at the time the employee retires. Upon the death of an employee, the employee's beneficiary shall be paid one-fourth (1/4) of the employee's accumulated unused sick leave with the rate of payment based upon the employee's regular 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 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 (7th) 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).

This would replace the current Section 2.76.410.

Section 3. FUNERAL LEAVE In the case of the death of the employee's mother, father, stepmother, stepfather, brother, sister, husband, wife, child, step-child, mother-in-law, father-in-law, grandparent, 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 three (3) days (twenty-four (24) 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 three (3) working days (twenty-four (24) hours) of the employee's accumulated sick leave in the case of the death of any above designated persons.

In the case of the death of the employee'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.

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 the 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 twelve (112) hours per year.
- C. After seven (7) years and six (6) months — at the factored hourly equivalent of one hundred twenty (120) hours per year.
- D. After ten (10) years — at the factored hourly equivalent of one hundred twenty-eight (128) hours per year.
- E. After twelve (12) years and six (6) months — at the factored hourly equivalent of one hundred thirty-six (136) hours per year.
- F. After fifteen (15) years of service — at the factored hourly equivalent of one hundred sixty (160) hours per year.
- G. After twenty (20) years of service — at the factored hourly equivalent of one hundred eighty-four (184) hours per year.
- H. After twenty-five (25) years of service — at the factored hourly equivalent of one hundred ninety-two (192) 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 H. Vacation leave shall not accrue during a leave of absence without pay. Vacation leave shall be earned but not be granted during the first six months of employment after original appointment.

Section 5. INJURY LEAVE WITH PAY Whenever a 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 the employee's 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 (7th) 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 the seven (7) day waiting period, an employee may use accumulated sick leave. During this period of eligibility, payment of said salary shall be deemed to be payment of all statutorily imposed benefits under the worker's 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 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 benefits in addition to the benefits provided herein.

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 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 contract 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 eight (8) hour increments.

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 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.

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 contract 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 eight (8) hour increments.

ARTICLE 16

PRODUCTIVITY

The most efficient and effective delivery of those municipal services designated by the legislative branch and administrative branch of City government is a common goal of the City and LCEA. Orientation, primary-function training, honesty, good judgment with respect to absences from work, and objective performance review will contribute to effectiveness and productivity of individual employees, and of groups of employees. Achievement of objectivity in performance review is an essential element of said common goal. Shared responsibility hereby is granted to and assumed by the LCEA for initiating, formulating, and implementing programs in pursuit of said common goal, insofar as they concern members of the bargaining unit represented by LCEA.

ARTICLE 17

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-eight percent (98%) of the monthly cost of coverage and the employee's contribution shall equal two percent (2%) of the monthly cost of coverage. If an employee elects 2/4 party coverage, the City shall contribute an amount equal to seventy-eight percent (78%) of the monthly cost of coverage and the employee's contribution shall equal twenty-two percent (22%) of the monthly cost of coverage.

If an employee elects family coverage, the City shall contribute an amount equal to seventy-eight percent (78%) of the monthly cost of coverage and the employee's contribution shall equal twenty-two percent (22%) 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 fifty percent (50%) of the monthly cost of coverage and the employee will pay fifty percent (50%) of the monthly cost of coverage.

Section 4. LIFE The provisions of the 1980 agreement respecting eligibility at the end of the first six months of employment after original appointment for life insurance and long-term disability insurance shall remain in effect. The City will provide long-term disability insurance and will provide a \$30,000 life insurance policy to all eligible employees.

Section 5. All retired members of the bargaining unit who have not reached normal social security age, as defined by the Social Security Administration, 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.

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 \$12.50 per pay period for each eligible employee. Beginning with the 2002-2003 contract year, the City will contribute \$25.00 per pay period to the PEHP universal account.

In addition, upon retirement, death or reduction in force one-half (1/2) of the employee's sick leave payout shall be added (paid) into the employee's PEHP premium account and one-half (1/2) paid out in cash.

ARTICLE 18

NON-DISCRIMINATION

Section 1. The parties hereby agree not to discriminate against any employee because of race, color, religion, sex, 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 19

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 20

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 one-hundred dollars (\$100.00) towards the purchase of required safety glasses. This excludes the cost of the eye examination which will be the responsibility of the employee. In the event the fees, excluding the examination, exceed the one-hundred dollar (\$100.00) allowance, the balance is 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.

ARTICLE 21

TUITION REIMBURSEMENT

All employees covered by this contract are eligible for tuition reimbursement at a rate of six hundred dollars (\$600.00) per contract year. Courses must be selected from the following academic areas:

- 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 academic 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 22

DURATION OF AGREEMENT

This Agreement shall be in effect as of August 16, 2001, and shall remain in effect until the 31st day of August, 2003. 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, 2003. If such notice is given, negotiations shall not begin later than the first day of March, 2003. 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 _____, 2001.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

City Clerk

Mayor

ATTEST:

Lincoln City Employees Association

Secretary

President

LCEA01