# AGREEMENT

BETWEEN THE CITY OF LINCOLN, NEBRASKA,
AND
LINCOLN M CLASS
EMPLOYEES ASSOCIATION

FOR THE PERIOD
AUGUST 23, 2007 THROUGH AUGUST 31, 2008

# INDEX


PREAMBLE . . . . . 1

ARTICLE 1 EXISTING CONDITIONS . . . . . 2

ARTICLE 2 BARGAINING UNIT/DUES CHECK OFF . . . . . 3

ARTICLE 3 MANAGEMENT RIGHTS . . . . . 5

ARTICLE 4 STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK WEEK . . . . . 7

ARTICLE 5 WAGES . . . . . 8

ARTICLE 6 BULLETIN BOARDS AND NOTICES . . . . . 10

ARTICLE 7 LMCEA BUSINESS . . . . . 11

ARTICLE 8 HEALTH CARE AND LIFE INSURANCE . . . . . 12

ARTICLE 9 NON-DISCRIMINATION . . . . . 14

ARTICLE 10 SAVINGS AND LEGALITY CLAUSE . . . . . 15

ARTICLE 11 LABOR MANAGEMENT MEETINGS . . . . . 16

ARTICLE 12 DURATION OF AGREEMENT . . . . . 17

# PREAMBLE

This agreement made and entered into on the ____ day of June, 2007 by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City" and the Lincoln M Class Employee's Association, hereinafter referred to as the "LMCEA". The City agrees to provide wages and benefits under the conditions identified in this agreement.

# ARTICLE 1

# EXISTING CONDITIONS

All provisions contained within Lincoln Municipal Code (LMC) Chapter 2.78 (Management Compensation Plan), LMC Chapter 2.76 (Personnel System), LMC Chapter 2.62, LMC Chapter 2.65, LMC Chapter 2.66 (Police and Fire Pension Plans "A", "B", and "C" respectively) related to M Class Employees shall remain in force for the period of the contract.

In addition, all M Class personnel related provisions contained in City Ordinance shall remain in full force for the duration of the contract.

# ARTICLE 2

## BARGAINING UNIT/DUES CHECK OFF

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

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

**Section 3.** Upon receipt of a voluntary written individual authorization form (provided by the Union), the City will deduct from the requesting employee's pay the membership dues as required by the Union. The deduction shall be in such amount as is certified to the City in writing by the Union. All written authorizations shall be submitted to the City payroll office.

**Section 4.** Following receipt of written authorization for union dues deduction in the City payroll office, the requesting employee's deduction will become effective in accordance with City payroll office deadlines. The Union dues shall be deducted only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance and life insurance.

**Section 5.** Upon receipt of the name of an employee for whom dues deductions are to stop, certified to the City in writing by the Union, the City will discontinue automatic payroll dues deductions from such employee's paycheck in accordance with City payroll office deadlines.

**Section 6.** The City shall submit to the Union a monthly "Union Deduction Report" listing employees with Union dues deductions in paper format.

**Section 7.** The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of Sections 4 through 6.

**Section 8.** The City agrees to provide the Union with a list of employees twice per contract year on or about October 1 and April 1. Such list will be in Excel format, and at the Union's expense. Such list shall include name, home address, department, division, class code, class title, pay range, and date of hire of each employee in the bargaining unit. The Union agrees to keep this list confidential. The Union shall indemnify, release and hold harmless the City against any and all claims, demands, suits, judgments or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Section 8.

**Section 9.** The City agrees to include a Union orientation notice in the packet of material provided to employees completing probation, such notice to be supplied by the Union.

**Section 10.** LMCEA board members and stewards shall have the ability to communicate with each other through email correspondence within the framework of the City's email system. Use of email shall be permitted to address individual requests by Union members. Use of email is limited to work-related matters.

# ARTICLE 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.** LMCEA 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 4

## STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK WEEK

**Section 1.** The protection of the public health, safety, and welfare demands that neither LMCEA, nor any LMCEA 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 LMCEA 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 LMCEA or the LMCEA'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 LMCEA 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 5

# WAGES

Wages for employees covered by this Agreement shall be in accordance with the Variable Merit Pay Plan as set forth in LMC 2.78.025 within the Pay Ranges outlined in Appendix "B". Said wages shall be increased by 2.75% effective fiscal year 2007-2008.

**Section 1. PROBATIONARY PERIOD** The minimum rate of pay for a class shall normally be paid to any employee upon original appointment. Original appointment above the minimum rate may be made if a Department Head submits a written request outlining the reasons for such action for approval of the Personnel Director. Probationary employees shall receive a four and one half percent (4 ½%) increase upon successful completion of the six month probationary period. Thereafter, the eligibility date for future merit increases for employees who complete their probationary period shall be one (1) year from the date of successful completion of the probationary period. An employee performance evaluation form is not required to be completed upon successful completion of the probationary period. The determination of successful completion of the probationary period is solely at the discretion of the Department Head.

The Personnel Department requires that upon successful completion of the probationary period a personnel action form shall be completed and forwarded to the Personnel Department.

**Section 2. MERIT INCREASES** In making the decision as to whether or not an employee deserves and shall receive a merit pay increase, the Department Head must find that the employee being considered has performed in a commendable or outstanding manner. Employees who have a rate of pay which is less than the maximum rate established for their pay range shall annually be eligible for a merit pay increase of up to 4% based on:

1. Rated performance. 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.

2. A Department Head may recommend up to an additional one (1%) percent increase for an employee in order to recognize exceptional service during the rating period. Such increases for exceptional service shall be paid only on recommendation of the Department Head supported by a convincing showing in writing of exceptional service as related to specific criteria to be recommended by each department director applicable to the Department's work and approved by the Personnel Director, Finance Director, and a Mayor's Department representative.

**Section 3. ELIGIBILITY DATES** 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.

# ARTICLE 6

## BULLETIN BOARDS AND NOTICES

**Section 1.** LMCEA bulletin boards may be installed by LMCEA 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 LMCEA recreational, educational, and social affairs.

B. Notices of LMCEA elections, appointments and results of LMCEA elections.

C. Notices of LMCEA meetings.

D. Copies of current LMCEA 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 LMCEA will be responsible for the posting and removal of all LMCEA notices.

# ARTICLE 7

## LMCEA BUSINESS

**Section 1.** The negotiating team for the LMCEA shall have available a total of one hundred (100) hours with pay for the sole purpose of labor negotiations with the City.

**Section 2.** When officers of the LMCEA, or designated Board members of the LMCEA, are requested by the City to participate in meetings excluding contract negotiations during working hours as LMCEA 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 LMCEA. The City further agrees to provide to such new employees, an information packet (approved by the City) regarding LMCEA, as may be made available to the City Personnel Department.

**Section 4.** The LMCEA president and/or designated representative will be granted a maximum of one hundred (100) hours with pay per contract year for the purpose of representing members of the bargaining unit during grievances, disciplinary hearings or other administrative conferences.

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

# ARTICLE 8

# HEALTH CARE AND LIFE INSURANCE

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

**Section 2. DENTAL** Employees will be eligible to be covered under the dental plan. The City will pay seventy-five percent (75%) of the monthly cost of single coverage and the employee will pay twenty-five percent (25%) of the monthly cost of coverage. The City will pay sixty-seven and one-half percent (67.5%) of the monthly cost of 2/4 party or family coverage and the employee will pay thirty-two and one-half percent (32.5%) of the monthly cost of coverage.

**Section 3. LIFE** The City will provide long-term disability insurance and will provide a $50,000 life insurance policy to all eligible employees.

**Section 4. RETIREE HEALTH INSURANCE** 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 5. POST EMPLOYMENT HEALTH PLAN (PEHP)** The City shall provide a Post Employment Health Plan which allows for the accumulation of funds for the future payment of medical expenses

and premiums. The PEHP will be considered by both parties to be part of total compensation in the computation of wages and benefits. Effective with this Agreement, the amount of dollars paid into the employee's PEHP universal account by the City on behalf of the employee shall be $25.00 per pay period for each eligible employee.

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

# ARTICLE 9

## NON-DISCRIMINATION

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

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

# ARTICLE 10

## 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 11

# LABOR MANAGEMENT MEETINGS

**Section 1.** To promote communication and problem resolution between the City and the membership of the union, the Personnel Director, and other representatives determined appropriate by the City may meet quarterly with the Executive Officers of the Union and other representatives that would be useful to discuss or resolve current issues.

**Section 2.** The first meeting may take place during the fourth quarter of 2007. The time and place of each meeting will be mutually agreed upon in advance of the meeting. At least one week's notice shall be provided for each meeting. If there are no issues to discuss, the quarterly meeting may be cancelled through mutual agreement of both parties.

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

# ARTICLE 12

## DURATION OF AGREEMENT

This Agreement shall be in effect as of August 23, 2007, and shall remain in effect until the 31st day of August, 2008. 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, 2008. If such notice is given, negotiations shall not begin later than the first day of March, 2008 or as otherwise mutually agreed to by the parties. 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 LMCEA and to LMCEA by the City.

Executed by the City on the ___day of _____, 2007.

| | |
|---|---|
| ATTEST: | CITY OF LINCOLN, NEBRASKA<br>a municipal corporation |
| _____ | _____ |
| City Clerk | Mayor, City of Lincoln |
| ATTEST: | Lincoln M Class Employees<br>Association |
| _____ | _____ |
| Secretary | President |

| "M" CLASS TITLES REPRESENTED BY THE M CLASS BARGAINING UNIT | | | |
|---|---|---|---|
| June 26,2007 | | | |
| | | | |
| | CLASS | TITLE | RANGE |
| 1 | 2256 | AFFIRMATIVE ACTION OFFICER | M01 |
| 1 | 3693 | ANIMAL CONTROL MANAGER | M01 |
| 1 | 4130 | ASSISTANT LIBRARY DIRECTOR | M02 |
| 7 | 2006 | ASSOCIATE ENGINEER | M01 |
| 2 | 1166 | BUDGET & ADMIN ANALYST | M01 |
| 2 | 3239 | BUILDING & SAFETY MANAGER | M03 |
| 1 | 3016 | CHIEF FIRE PREVENTION INSPECTOR | M02 |
| 1 | 1131 | CITY CLERK | M02 |
| 1 | 5519 | CITY FORESTER | M01 |
| 1 | 1140 | CITY TREASURER | M03 |
| 1 | 1322 | CLAIMS & INSURANCE COORDINATOR | M01 |
| 1 | 3161 | COMMUNICATIONS COORDINATOR | M02 |
| 1 | 3669 | Community Health Services Manager | M02 |
| 1 | 3612 | DENTAL DIVISION MANAGER | M01 |
| 6 | 3008 | DEPUTY FIRE CHIEF | M56 |
| 1 | 3024 | DEPUTY FIRE CHIEF OF MAINTENANCE | M02 |
| 1 | 3019 | DEPUTY FIRE CHIEF OF TRAINING | M02 |
| 5 | 2007 | ENGINEER | M01 |
| 1 | 2019 | ENGINEERING SERVICE MANAGER | M02 |
| 1 | 2019 | ENGINEERING SERVICE MANAGER | M02 |
| 1 | 3654 | ENVIRONMENTAL HEALTH MANAGER | M03 |
| 1 | 2250 | EQUAL OPPORTUNITY OFFICER | M01 |
| 1 | 5315 | FACILITIES MAINTENANCE | M01 |
| 1 | 5525 | GOLF MANAGER | M01 |
| 1 | 1168 | GRANTS ADMINISTRATOR | M01 |
| 1 | 3607 | HEALTH DATA & EVAL MANAGER | M02 |
| 1 | 3136 | IDENTIFICATION LAB MANAGER | M01 |
| 1 | 3608 | INFO & FISCAL SERVICES MANAGER | M01 |
| 0 | 1135 | Internal Auditor | M02 |
| 1 | 5501 | NATURAL RESOURCES MANAGER | M01 |
| 1 | 1486 | NETWORK SUPERVISOR | M02 |

"M" CLASS TITLES REPRESENTED BY THE M CLASS BARGAINING UNIT

June 26,2007

| | CLASS | TITLE | RANGE |
|---|---|---|---|
| 1 | 2028 | PARKING MANAGER | M01 |
| 1 | 5529 | PLANNING & CONST MANAGER | M01 |
| 14 | 3123 | POLICE CAPTAIN | M02 |
| 2 | 2113 | PRINCIPAL PLANNER | M02 |
| 1 | 3685 | PUBLIC HEALTH EDUCATION | M02 |
| 1 | 5015 | PUBLIC WORKS MAINTENANCE COOR | M02 |
| 1 | 1310 | PURCHASING AGENT | M03 |
| 1 | 4015 | RECREATION MANAGER | M02 |
| 1 | 1324 | SAFETY & TRAINING COORDINATOR | M01 |
| 2 | 2036 | SANITARY ENGINEER | M02 |
| 2 | 2008 | SENIOR ENGINEER | M02 |
| 1 | 5018 | SUPT OF SOLID WASTE OPERATIONS | M02 |
| 1 | 5343 | SUPT OF WASTEWATER COLLECTION | M02 |
| 1 | 5351 | SUPT OF WATER DISTRIBUTION | M02 |
| 1 | 5350 | SUPT OF WATER PROD & TREATMENT | M02 |
| 1 | 5310 | SUPT-WATER POLL CONTROL | M02 |
| 1 | 1520 | SYSTEM SUPERVISOR | M01 |
| 2 | 1480 | SYSTEMS PROJECT SUPERVISOR | M02 |
| 5 | 1472 | TECHNICAL SUPPORT SPEC. II | M02 |
| 1 | 5600 | TRANSIT MANAGER | M03 |
| 4 | 2209 | URBAN DEVELOPMENT MANAGER | M02 |
| 1 | 2031 | UTILITIES SECURITY MANAGER | M01 |
| 1 | 635 | WOMEN'S COMMISSION MANAGER | M01 |
| | | | |
| --- | | | |
| 94 | | | |
| | | | |

# MANAGEMENT - M RANGES

Effective August 23, 2007
Reflects 2.75% Increase

| PAY RANGE | | MINIMUM | MAXIMUM |
|---|---|---|---|
| M01 | Annual | 47,347.04 | 81,040.96 |
| | Monthly | 3,945.59 | 6,753.41 |
| | Biweekly | 1,821.04 | 3,116.96 |
| | Hourly | 22.763 | 38.962 |
| M02 | Annual | 48,821.76 | 99,569.60 |
| | Monthly | 4,068.48 | 8,297.47 |
| | Biweekly | 1,877.76 | 3,829.60 |
| | Hourly | 23.472 | 47.870 |
| M03 | Annual | 61,228.96 | 119,394.08 |
| | Monthly | 5,102.41 | 9,949.51 |
| | Biweekly | 2,354.96 | 4,592.08 |
| | Hourly | 29.437 | 57.401 |
| M56 | Annual | 48,825.50 | 99,570.02 |
| | Monthly | 4,068.79 | 8,297.50 |
| | Biweekly | 1,877.90 | 3,829.62 |
| | Hourly | 16.767 | 34.193 |