AGREEMENT

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

FOR THE PERIOD
AUGUST ~~21,~~ 20, 200~~8~~9 THROUGH AUGUST 31, 20~~09~~10

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PREAMBLE

This agreement made and entered into on the ~~21st~~ 20th day of August, ~~2008~~ 2009 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%~~ 1% effective ~~January 22, 2009~~ August 20, 2009.

The City and Union agree to benchmark the following classifications to determine comparability for the maximum of all "M" pay ranges:

1. 1522 - GIS Program Manager
2. 2019 - Engineering Services Manager
3. 3008 - Deputy Fire Chief
4. 3123 - Police Captain
5. 5343 - Supt of Wastewater Collection
6. 5351 - Supt of Water Distribution

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.

Section 4. 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 thirty-two (32) 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**
10 Years	$ 850.00
15 Years	$1,150.00
20 Years	$1,450.00
25 Years	$1,750.00
30 Years	$2,050.00

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

ARTICLE 6

VACATION

Section 1. Effective on the first day of the second complete pay period in January of each year, each employee shall be entitled to annual leave equivalent to 160 hours per year, or 240 hours for those employees who work a fifty-six hour work week.

After twenty years of service -- annual leave equivalent of 200 hours per year, or 300 hours for those employees who work a fifty-six hour work week.

Employees may carry over unused annual leave to a maximum of ~~sixty~~ eighty hours, or ~~eighty~~ one hundred hours for employees with a fifty-six hour work week.~~, but any leave, over the maximum of sixty/eighty hours, unused by the last day of the first complete pay period in January of the following year shall be forfeited.~~ Any accumulated leave earned by an employee and unused as of January 12, 2005, shall be retained by the employee and may be used at any future time, and for any remaining upon termination of employment with the city, shall be compensated for such unused accumulated vacation leave.

Any employee hired at any time after the first day of the second complete pay period in January of any year shall be entitled to and shall receive only a pro-rated portion of the otherwise authorized annual leave for that year.

Any employee may use vacation during their probationary period upon approval by their supervisor.

Section 2. VACATION PAYOUT Any employee who separates from the city service shall be compensated for vacation leave accrued and accumulated to the date of separation. The vacation payout shall occur with the paycheck immediately following separation. In the event the separation is the result of retirement, as defined by the applicable retirement plan, an employee may elect to utilize vacation until all accrued vacation has been exhausted.

ARTICLE 7

SICK LEAVE

Section 1 **AMOUNT** Sick leave shall be earned by each employee at the factored hourly equivalent of eight (8) hours for each full month of service or twelve (12) hours for each full month of service for an employee who works a fifty-six (56) hour work week. Earnings shall be computed only for those hours when an eligible employee is in a pay status, excluding overtime.

Section 2 **WHEN TAKEN** Sick leave will be paid only when an employee is unable to perform work duties due to actual personal illness, non compensable bodily injury, pregnancy, or 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 and for no other reason. A sick leave pay account will be established and funds appropriated for that reason only. 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. An employee may utilize no more than his 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 his department head in accordance with departmental rules and regulations. Sick leave shall be earned, but not be granted, during the probationary period occurring after original appointment. An employee must keep his department head informed of his condition. This shall be on a daily basis unless waived by the department head or 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.

Section 3 **ACCUMULATED SICK LEAVE** The accumulation of unused sick leave is unlimited.

Section 4 **UNUSED SICK LEAVE** Upon retirement, death or reduction in force, sixty-five (65%) percent of his accumulated sick leave balance shall be paid into the employee's PEHP premium account, as provided in Article 10, Section 5, herein. The rate of payment shall be based upon the employee's regular hourly rate of pay at the time the employee retires, is laid off, or at the time of the employee's death.

Section 5 **FAMILY ILLNESS** An employee may be granted time off for a maximum of sixty (60) hours in each calendar year for illness in the employee's immediate family. For those employees in the M56 pay range, sick leave may be granted for a maximum of eighty (80) hours in each calendar year for illness in the employee's immediate family. For purposes of this section, 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, step grandchild, grandparent, grandchild, and the grandparent of the employee's spouse. Immediate family will also include any other family member, whether it be by blood, marriage, legal adoption, or foster children, 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 from an employee in the above-referenced pay range, the Personnel Director may waive the sixty (60) or eighty (80) hour limit after reviewing the individual circumstances in support of the request.

ARTICLE ~~7~~8

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 ~~8~~9

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 ~~9~~10

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~~ ninety-eight percent ~~(75%)~~ (98%) of the monthly cost of single coverage and the employee will pay ~~twenty-five~~ two percent ~~(25%)~~ (2%) 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)~~ sixty-five percent (65%) of the employee's accrued sick leave balance shall be paid into the employee's PEHP premium account.

ARTICLE 1~~0~~1

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 1~~1~~2

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 1~~2~~3

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 2008. 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 14

PENSION AND RETIREMENT

Section 1. **PLAN DESCRIPTION** During the term of this Agreement, bargaining unit employees not covered by the Police and Fire Pension Plan shall be provided retirement benefits through the City's defined contribution retirement plan established pursuant to Art. II, Section 3 of the City Charter.

Section 2. **ELIGIBILITY REQUIREMENTS** Any member of the bargaining unit not covered by the Police and Fire Pension Plan is eligible to participate in the City's defined contribution plan in accordance with the terms and conditions established in the retirement plan documents.

Section 3. **EMPLOYER CONTRIBUTIONS**

a. **Contribution for employees hired prior to May 1, 2010.** For an employee employed as of May 1, 2010, the employer's contribution will be an amount equal to 6.3% of the employee's compensation up to an including $4,800.00 plus 12% of the employee's compensation in excess of $4,800.00.

b. **Contribution for employees hired on or after May 1, 2010.** For an employee who is hired by the City of Lincoln on or after May 1, 2010, the employer's contribution will be an amount equal to 9% of the employee's compensation.

Section 4. **EMPLOYEE CONTRIBUTIONS** Any employee who is a member of the bargaining unit who is hired on or after May 1, 2010 and who participates in the City's defined contribution retirement plan shall be required to make a mandatory employee contribution in an amount equal to 7% of the employee's compensation.

ARTICLE 15

VOLUNTARY DEFERRED COMPENSATION PLAN

Section 1. PLAN DESCRIPTION AND ELIGIBILITY REQUIREMENTS. During the term of this Agreement, bargaining unit employees hired on or after May 1, 2010 shall be eligible to voluntarily participate in the City of Lincoln 457 Deferred Compensation Plan in accordance with the terms and conditions established in the Ameritas Deferred Compensation Plan documents.

Section 2. EMPLOYEE CONTRIBUTIONS. Any member of the bargaining unit who is hired on or after May 1, 2010 is eligible to make a voluntary contribution to the City's Deferred Compensation Plan offered by Ameritas.

Section 3. EMPLOYER CONTRIBUTIONS. An employee hired in accordance with section 2 who elects to make a voluntary contribution, in an amount determined by the employee, to the City's Deferred Compensation Plan offered by Ameritas (except for employees who elect to defer the maximum allowable amount as determined by the Internal Revenue Service) shall also receive a City contribution in an amount not to exceed 0.50% of the employee's annual compensation.

ARTICLE 1~~3~~6

DURATION OF AGREEMENT

This Agreement shall be in effect as of August ~~21,~~ 20, 200~~8~~9, and shall remain in effect until the 31st day of August, 20~~09~~10. 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, 20~~09~~10. If such notice is given, negotiations shall not begin later than the first day of March, 20~~09~~10 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 _____, 20~~8~~10.

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