AGREEMENT

BETWEEN LINCOLN POLICE UNION

AND THE

CITY OF LINCOLN, NEBRASKA

FOR THE PERIOD OF AUGUST 18, 2011

THROUGH AUGUST 31, 2012

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PREAMBLE

This Agreement, by and between the City of Lincoln, Nebraska, hereinafter referred to as the City, and the Lincoln Police Union, hereinafter referred to as the Union, is designed to promote and to strive to maintain a working agreement between the City and the Union.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

A. DEPARTMENT shall mean the Police Department of the City of Lincoln, Nebraska.

B. EMPLOYEE shall mean any regular full-time employee of the Police Department of the City of Lincoln, Nebraska, including and limited to Police Officer and Sergeant. All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be considered to include male and female employees, unless the context otherwise requires.

C. DEPARTMENT HEAD shall mean the duly appointed Chief of the Police Department of the City of Lincoln, Nebraska.

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

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

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

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

H. UNION shall mean the Lincoln Police Union, hereinafter called the Union.

I. MANAGEMENT COMMAND OFFICERS shall mean the duly appointed chief of police, assistant chiefs of police, and captains.

J. WORK WEEK is hereby defined to mean forty (40) hours of work consisting of five eight hour shifts or four ten hour shifts, or an alternating thirty-six (36) or forty-eight (48) hours of work consisting of three or four twelve hour shifts with either two, three, or four consecutive days off.

K. CALENDAR WEEK shall mean the seven consecutive days of the week beginning with Sunday through Saturday inclusive.

L. WORKING DAY is hereby defined as the consecutive eight, ten, or twelve hour period of time that the employee is on duty with the Department.

M. PROBATIONARY EMPLOYEE shall mean an employee who has not completed his six (6) month probationary period commencing on the date of his commission.

N. WORK PERIOD shall be a biweekly period of time, sometimes referred to as pay period, starting on a Thursday and ending fourteen (14) days later on a Wednesday. It shall consist of eighty (80) working hours.

O. EMERGENCY shall mean an unanticipated event that requires immediate attention.

P. POLICE OFFICER shall be considered a generic term referring to all commissioned members of the Department. For the purposes of this contract, a police officer shall be known as a police officer/investigator.

Q. POST EMPLOYMENT HEALTH PLAN (PEHP) shall mean the plan provided by the City which allows for the accumulation of funds for the future payment of medical expenses and premiums.

R. For purposes of the definition of “retirement” as it relates to H.R. 218: The Law Enforcement Officers Safety Act of 2004, RETIREMENT shall mean any officer who is receiving a monthly retirement pension or annuity from the City of Lincoln and has worked for the Lincoln Police Department as a commissioned police officer for at least fifteen (15) years.

ARTICLE 2

UNION RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining representative of employees of the Police Department including but limited to Police Officer and Sergeant.

Section 2. The term "employee" as used in this Agreement shall be defined as set forth in Article 1(B) and shall be limited to the recognized bargaining unit as set forth in Section 1 hereof.

Section 3. The City and Union agree that if the City wishes to recreate the rank of Lieutenant, the Union shall retain the right of representation of that classification, and the classification shall be placed in the bargaining unit. See Letter of Agreement dated May 9, 1996.

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 and remain exclusively within the rights of the City.

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

a. The right to determine, effectuate, and implement the objectives and goals of the City.

b. The right to manage and supervise all operations and functions of the City.

c. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours so long as changes in days off, shifts, and working hours other than in emergencies are made only after the order has been posted for seven (7) calendar days.

d. The right to establish, set, modify, change, and discontinue work standards.

e. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.

f. The right to increase, reduce, change, modify, and alter the composition and size of the work force.

g. The right to determine, establish, and implement policies for the selection, training, and promotion of employees.

h. The right to create, establish, change, modify, and discontinue any City function, operation, and 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 any existing rules, regulations, procedures, and policies which are not in direct conflict with any provisions of this Agreement. Notice of intended changes in the Lincoln Police Department policy and procedures

manual shall be provided to the Union, through a Union-designated Executive Board representative on the policy and review committee prior to the implementation of such change except when an emergency exists as declared by the Department Head.

k. The right to determine and enforce employee's quality and quantity standards.

l. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Agreement.

ARTICLE 4

STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK ROUTINE

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

Section 2. Violation of any provisions of this Article by the Union shall be cause for the City terminating this Agreement upon the giving or written notice to this effect to any elected principal officer of the Union, in addition to whatever other remedies may be available to the City at law or in equity.

Section 3. Violation of any of the provisions of this Article by any police officer shall be just cause for the immediate discharge of that police officer, in addition to whatever other remedies may be available to the City at law or in equity. No police officer shall receive any portion of his salary and/or other fringe benefits while engaging in activity in violation of this Article.

Section 4. The City agrees that it shall not lock out any employees because of a labor dispute, and agrees to not implement any "last best offer" prior to acceptance or resolution of said labor dispute by arbitration, mediation, or the Nebraska Commission of Industrial Relations.

ARTICLE 5

UNION ACTIVITY

Section 1. The Union agrees that its members, agents and representatives shall not solicit membership in the Union or otherwise carry on Union activities during working hours except as otherwise specified in this Agreement.

Section 2. The management of the Department will provide a briefing session to new officers on Department rules and regulations and will include in its presentation reference to the Union and the labor agreement that exists between the City and the Union. Such presentation shall be made by a member of the Union Executive Board with a sixty (60) minute time limit.

Section 3. The agenda and minutes of labor/management meetings shall be posted on the Union bulletin board after review and approval by both management and the Union.

Section 4. Union officials, not exceeding three (3) in number, shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, educational conferences or conducting Union business. Such leave shall be contingent upon a written request by the Union and approval by the Department Head no less than one week in advance of the requested leave dates.

Section 5. Approved time may be granted to the Union President or his designated representative for the purpose of investigating, processing and assisting in the settlement of grievances filed by members of the bargaining unit and other Union activities. Such time shall be deducted from the Union time provided in Section 10 of this Article.

Section 6. The City agrees to provide a mailbox for each employee of the bargaining unit. Union material to be placed in mailboxes of Union members shall be noninflammatory and shall be placed in the mailboxes by off-duty officers of the Union, and, further shall be placed only in the mailboxes of Union members. Management and the City shall be held harmless by this Union activity.

Section 7. Officials who are members of the bargaining committee, not to exceed five (5) in number, shall be paid by the City for time spent in negotiations with the committee, at their then current straight time pay rate. The payment shall be made for time spent in negotiation sessions only and solely for the time during which such employee was scheduled to work. The time shall be deducted from the Union time provided in Section 10 of this Article.

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

Section 8. None of the time spent in negotiations shall be used to compute hours worked for overtime compensation.

Section 9. The Union President or his designated representative shall be granted time from the Union time bank in Section 10 to attend conferences and seminars mutually agreed upon by the Department Head and the Union. Such leave shall be contingent upon a written request by the Union and approval by the Department Head not less than one (1) week in advance of the requested leave dates.

Section 10. Union Time Bank: The Union President or his designated representative(s) shall have available a bank of three hundred (300) hours maximum per contract year to conduct Union business. This means the combined hours used by the Union President and his designated representative(s) to conduct the activities described in this Article shall not exceed three hundred (300) hours per contract year. No hours from this bank shall be carried forward past the expiration of the contract year.

ARTICLE 6

CHECK-OFF

Section 1. The City shall deduct regular monthly Union dues from the pay of each employee covered by the Agreement; provided, that at the time of such deduction there is in the possession of the City a current unrevoked written authorization, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.

Section 2. Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.

Section 3. Such authorized deductions shall be made from the first payroll period of each calendar month and will within twenty (20) days following the issuance of pay warrants for that pay period be remitted to the duly designated Union official. The Union shall advise the City in writing of the name of such official.

Section 4. If the City receives an employee revocation of authorization no later than two (2) weeks prior to the first payday of each month, no deduction will be made from that payroll period or subsequent payroll periods. Revocations received too late for this handling will then only effect subsequent payroll periods.

Section 5. At the time of execution of the Agreement, the Union shall advise the City in writing of the exact amount of regular monthly Union dues. If subsequently, the Union requests the City to deduct additional monthly Union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular monthly Union dues duly approved in accordance with the Union's constitution and bylaws.

Section 6. The City agrees to provide this service without charge to the Union.

Section 7. The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall made that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. If the City inadvertently makes a deduction from an employee who has not authorized said deduction or who has revoked said authorization in accordance with Section 4 of this Article, the Union agrees to refund said deduction to the affected employee. The Union further agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of the Article.

ARTICLE 7

BULLETIN BOARD AND BALLOT BOXES

Section 1. The City shall permit the Union to use one bulletin board, designated by the Department Head, in the line-up room, for posting of Union meetings, elections, reports of Union Committee and other notices or announcements that would be of benefit or interest to the employee. Said bulletin board shall be closed by a glass covering which shall be provided by the City.

Section 2. Posted materials shall not contain anything discriminatory or inflammatory or reflecting adversely upon the City or any of its employees. Any Union-authorized violation of this Article shall entitle the City to cancel immediately the provisions of this Article and prohibit the Union further use of the bulletin board. Any item of a political nature must be signed off by the Department Head or his designated representative and the Local Union President prior to posting. No political advertising will be allowed.

Section 3. The bulletin board shall be for the exclusive use of the Union.

Section 4. The City will permit the Union to use their own ballot box in the line-up room in Union elections or other reasonable locations agreed to by the City and the Union. No employee shall participate in any Union election in any manner during his tour of duty.

ARTICLE 8

DISCHARGE, DISCIPLINE AND EMPLOYEE INCIDENT REPORTS

Section 1. DISCIPLINARY ACTION -- CAUSE. Any action which reflects discredit upon the City service or is a direct hindrance to the effective performance of the municipal government functions shall be considered good cause for disciplinary action. Good cause for disciplinary action against any employee shall include any cause specified in Section 2.76.445 of the Lincoln Municipal Code and the written Rules and Regulations of the Lincoln Police Department, contained in the Operational Manual, and any other written posted directive of the Department which has been posted for a minimum of thirty (30) days.

Section 2. DISCIPLINE -- PERSONNEL ACTIONS. Personnel actions shall fall into three (3) categories: Reprimand, Suspension and Dismissal.

Personnel Actions shall be presented to the employee, who will initial receipt. A signed copy shall be delivered to the Personnel Department for inclusion in the employee's personnel file. Copies of the Personnel Action shall be kept in a file at Department Headquarters. The employee may submit an explanation or rebuttal to be included in the appropriate file. Personnel Actions in the category of Reprimand shall not be grievable, as they do not constitute a loss of wages, suspension or dismissal, however they may be appealed to the Department Head following this procedure:

1. Employees shall raise any matters of disagreement with discipline by presenting a written notification to the Department Head, the Assistant Chief or, the Chief's Administrative Assistant within ten (10) calendar days of receiving such discipline.
2. The Department Head shall arrange for a meeting with the employee within seven (7) calendar days.
3. The Department Head will render a written decision within ten (10) calendar days after meeting with the employee.
4. The Department Head's decision will be the final authority on the matter.

Section 3. DISCIPLINARY ACTIONS -- SUSPENSION. The Department Head may suspend any employee without pay for cause for a period or periods not exceeding two hundred forty (240) working hours in any consecutive twelve (12) month period; however, no single suspension shall be for more than one hundred twenty (120) working hours. The Department Head shall orally notify the employee concerned with confirmation to the Personnel Director and employee in writing no less than seven (7) calendar days after the date the suspension is made effective. Such notice shall include the reasons for the duration of the suspension.

Section 4. DISCIPLINARY ACTIONS -- DEMOTIONS. The Department Head may demote any employee for just cause. A written statement of the reasons

for any such action shall be furnished to the employee and a copy filed with the Personnel Director.

Section 5. DISCIPLINARY ACTIONS -- DISMISSAL. The Department Head may dismiss for cause any regular employee under his jurisdiction by delivering, at least fifteen (15) calendar days before the effective date thereof, a written statement of reasons to the employee concerned and to the Personnel Director. If the Department Head, because of the reasons for the discharge, desires to make an immediate separation from the service, he may make a suspension without pay, pending discharge. By so notifying the Personnel Director in writing, such action shall automatically result in permanent separation at the end of the period of such suspension. Suspensions pending discharge shall not be subject to the limitations provided in other sections of these rules.

Section 6. FILE MAINTENANCE -- PERSONNEL ACTIONS. If an employee has received Personnel Actions, except suspension or dismissal, he may request in writing that those Personnel Actions over two (2) years old be removed from his files maintained in the City Personnel Department and the Police Department. No copies or notations of these Personnel Actions shall be maintained in either the City Personnel Department or the Police Department. Personnel Actions for suspension or dismissal will not be purged from an employee's personnel file. All Personnel Actions removed from files maintained at the City Personnel Department and Personnel Department at the Police Department will be returned to the employee requesting removal pursuant to this Section.

When a Personnel Action is removed from the file pursuant to the contract, no document will be placed in the file reference to the document.

Section 7. EMPLOYEE INCIDENT REPORT. Any documentation concerning the conduct of an employee that is not recorded on a Personnel Action shall be recorded on the Employee Incident Report form. Employee Incident Reports are divided into five areas: education, commendation, inquiry, warning and complaint. The reports can have the following dispositions: unfounded, exonerated, sustained, sustained on policy or not sustained. This form is to be used for minor infractions and also to commend performance or behavior that is above standard.

When an Employee Incident Report is completed, it shall be kept in a file at the Police Department, but not forwarded to or kept at the City Personnel Department. Those Employee Incident Reports which deal with education, warning, or commendation will be kept in the employee's personnel file in the Support Division. All other Employee Incident Reports will be kept in a file in the Department Head's Office.

Employee Incident Reports, except not sustained, received during a rating period may be used by the employee's supervisor as a source of information for the evaluation. Employee Incident Reports can be used for the promotional process and for the selection process for specialized openings.

The Department may purge any educational Employee Incident Reports after six months and other Employee Incident Reports after one year.

An employee may request in writing that an Employee Incident Report more than six months or one year old be purged according to type as listed above. Employee Incident Reports may be retained for more than one year when the Employee Incident Report constitutes a step in a progressive disciplinary process which has led to a Personnel Action, in which case the Employee Incident Report may be purged at the same time and in the same manner as the Personnel Action itself. Any Employee Incident Report which remains in the personnel file after the time it was eligible to be purged shall not be used for any purpose.

All Employee Incident Reports which are purged will be returned to the employee.

ARTICLE 9

GRIEVANCE PROCEDURE

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

Section 2. A grievance is hereby jointly defined to be any disagreement concerning the interpretation or application of the specific and expressed provisions of this Agreement relating to wages, fringe benefits, or working conditions. It is also agreed that the procedure outlined in this Article will be followed in any disagreement over the interpretation or application of a Department General Order, through Step 2 only.

Section 3. It is understood and agreed that a written grievance under this Agreement, in order to be valid, must allege a direct violation of the express purpose of the contractual provision in question. It is also understood and agreed that it is the intent of the parties of this Agreement that a written grievance shall not be valid if such written grievance challenges action taken by the City in the exercise of inherent management rights, except where such written grievance is based upon an express limitation thereon.

Section 4. In reducing a grievance to writing, the following information must be stated with reasonable clearness: The exact nature of the grievance, the act or acts of commission or omission, the exact date of the act or acts of commission or omission, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the specific provisions of this Agreement that are alleged to have been violated, and the remedy which is sought.

Section 5. DEMOTION, SUSPENSION OR DISMISSAL. In the case of a demotion, suspension or dismissal, Steps 1-2 of the grievance procedure shall be eliminated, and the employee shall present notice of appeal to the Personnel Director or his designated representative within fifteen (15) calendar days from the date of notification of the discipline for scheduling on the Personnel Board agenda.

Section 6. Grievances shall be processed in the following manner:

Step 1. Employees shall raise any matters of disagreement by presenting a written grievance to the Chief of Police, one of the Assistant Chiefs, the Chief's Administrative Assistant within ten (10) calendar days of the occurrence giving rise to the grievance. The division chief shall within seven (7) calendar days attempt to informally resolve the grievance

with the employee and the employee's unit command officer. If not resolved or withdrawn by the employee at the meeting, the employee shall request that the grievance proceed to Step 2 by notifying the Department Head, in writing, within three (3) calendar days.

Step 2. Upon receipt of the employee's written request to proceed to Step 2, the Department Head shall arrange for a meeting with the employee within seven (7) calendar days. The Department Head will render a written decision within ten (10) calendar days of the meeting with the Department Head.

Step 3. If the grievance is not resolved under Step 2, and the employee has not withdrawn the grievance, the employee shall within fifteen (15) calendar days from the date of the written response from the Department Head request in writing to the Personnel Director or his designated representative that the grievance be placed for hearing before the Personnel Board.

Section 7. A grievance may be initiated and prosecuted by the City with regard to actions by the Union which are violations of this Agreement by the filing of such grievance, in writing, with the designated representative of the Union. Notice shall be given by certified mail. Within thirty (30) calendar days of the date of delivery of such grievance, the designated representative of the Union, and the City, through its designated representative, shall arrange for a meeting in order to discuss the grievance. The designated representative of the Union shall provide the City, or its designated representative, with a written answer to the grievance within five (5) calendar days after the conclusion of such a meeting. If not resolved, the City may request a hearing before the Personnel Board by notifying the Personnel Director, in writing, within seven (7) calendar days from the date of the Union response above. Upon such written notification, the Personnel Director shall arrange for a hearing before the Personnel Board within thirty (30) calendar days from the date of request.

Section 8. Unless waived in writing by the grievant and Department Head or their representatives, the time limits provided for in this Article shall be strictly construed and the failure of either party to meet the time limits listed in this Article relative to resubmittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate.

Section 9. An aggrieved employee shall have the right to process his grievance individually, by the Union, by an attorney at law, or by both.

Section 10. If said settlement is not reached through the grievance procedure as set out herein, the aggrieved employee or the City shall have the right to seek adjudication of the respective parties' rights before a court of competent jurisdiction in Lancaster County, Nebraska.

ARTICLE 10

INTERNAL AFFAIRS AND EMPLOYEE RIGHTS

Section 1. Any employee who is the subject of a complaint filed with the Internal Affairs Office shall be informed of the nature of the complaint in writing as soon as possible following the determination by the Department Head or his designated representative as to whether the complaint will be handled formally or informally and who will handle the investigation. The written notice must contain the following information: 1) Name of complainant; 2) Nature of the initial complaint with specific allegations outlined; 3) Time and date of occurrence of alleged act or commission; and 4) Location. The employee shall contact the Internal Affairs Unit within five (5) calendar days for the purpose of scheduling an interview that must be held within ten (10) days of the date on the written notification. Internal Affairs will not investigate any complaint received forty-five (45) calendar days after the alleged incident took place.

The City will not initiate an investigation at the team level to circumvent the rights of the officers as set forth in this Article.

Section 2. The City and the Union agree that the right to representation during the investigation and adjudication of alleged misconduct is not to be denied to any employee.

Section 3. No employee under investigation shall be loaned or reassigned to the Internal Affairs Office except when such employee is to be interviewed, and then only for such time as is reasonably necessary to conduct such interview.

Section 4. Once notified of a formal Internal Affairs complaint, only Internal Affairs may interview the employee about the complaint. The interview of an employee shall be during regular Internal Affairs office hours. No employee shall be scheduled for interviews on his day off, however any employee who is interviewed off-duty will be paid overtime.

Section 5. During an investigation of an Internal Affairs complaint, other alleged violations may be found. In the event the alleged violation(s) do(es) not come within the context of a formal Internal Affairs investigation, it will be referred to the division level for disposition.

Limited to the situation where a citizen complaint has been filed against an employee, and after an investigation by the Internal Affairs Office of that complaint when no corroborating evidence has been uncovered to prove or disprove either the citizen's complaint or the employee's explanation of the incident, it shall then be the right of the complaining citizen to take a polygraph examination administered by the polygraph examiner of the Lincoln Police Department if such citizen wishes to continue the processing of his complaint. If such polygraph examination shows the complaining person or witness to be truthful as to the relevant issues of the complaint, then the employee at the discretion of the Department Head, may be compelled to

submit to a polygraph examination regarding that investigation; and the employee shall have the right to select a mutually agreeable polygraph examiner for the purposes of this Section. In the event the parties shall be unable to mutually agree upon a polygraph examiner, the Personnel Director shall select a polygraph examiner for the purposes of complying with this Section.

In no event shall the results of the polygraph examination be admitted into evidence at any Police Review Board hearing when it is the only evidence to support an allegation or the only evidence to corroborate the testimony of a complainant.

Section 6. When an employee has had a complaint filed against him in Internal Affairs, the case file will not be kept in Internal Affairs for more than eighteen (18) months from the date of the incident. After eighteen (18) months the file will be sealed and placed in a locked file cabinet in the Department Head's Office. The employee and the Union will be notified in writing of the retention of the file. It will be the responsibility of the Department Head to ensure the transfer and segregation of the Internal Affairs case files, provided however that Internal Affairs may maintain a file which shall contain name of employee, date of hire, date of complaint, name of complainant, type of complaint, Internal Affairs case number, LPD case number, disposition and date the Internal Affairs case file was transferred to the Department Head's office. This file shall not be used anytime for enhancing any personnel action against an employee.

The seal on Internal Affairs files kept in the Department Head's office shall only be broken for review in situations where the City, the Department and/or employee is a party to legal action involving performance of duty. Prior to unsealing the file, the employee and the Union President or designated representative will be notified in writing.

These files shall only be unsealed by the Department Head or designated representative. The sealed files shall only be maintained for five (5) years from the date of the incident and then returned to the employee.

Section 7. No portion of an investigative Internal Affairs report shall be given to, or maintained by, anyone outside the Police Department except legal counsel for the affected employee and the City, or as directed by a court order.

Section 8. Any person desiring to file an Internal Affairs complaint will be required to fill out a complaint form and sign the form in the presence of witness. The complainant's signature on the form will verify the truthfulness of the complaint. If the complainant is found to have made a false statement to the Department, the form and all statements made by the complainant may be used to prosecute the complainant for making a false report. The requirement for a signed complaint shall not apply to investigations initiated by the Department Head.

Section 9. The City will not discipline officers for matters pertaining to the use of force if the force is consistent with the officer’s department training.

Section 10. An employee may ask for a review of an issued EIR (Education or Warning) discipline for actions that they were ordered or told to do by a supervisor to the Department Head. The request for review and employee's comments shall be reduced to writing and submitted to the Department Head or his designee within ten (10) calendar days from the employee receiving the EIR. The Department Head shall have the ability to affirm, amend or rescind the EIR.

ARTICLE 11

SENIORITY

Section 1. Seniority shall be based on continuous length of service in classification without a break or interruption; provided, that any suspension for disciplinary purposes, absence on authorized leave with pay, absence on authorized leave without pay for thirty (30) calendar days or less; or layoff for thirty (30) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Section. Any layoff or authorized absence without pay for more than thirty (30) calendar days shall result in an adjustment in seniority for all time on leave or layoff. Employees on military leave of absence shall be exempt from any adjustments to seniority due to the absence without pay.

Section 2. Educational leaves of absence for more than thirty (30) calendar days may be granted by the Department Head with approval by the Personnel Director, and will result in an adjustment in seniority when the employee returns to the classified service in the Department. If the employee remains in the classified service for a period of two (2) years after returning, the employee's seniority will be readjusted to incorporate time spend for educational leave, if the employee so notifies the Department that he desires the adjustment.

Section 3. The Union shall provide the City with a seniority list within thirty (30) calendar days of the signing of the contract showing the seniority of each member of the bargaining unit. That list shall then become binding upon all parties to this Agreement.

Seniority of employees not shown on that list shall be determined in the following manner:

1. Seniority shall commence from the date the employee enters a classification.

2. Where two (2) employees enter a classification on the same date, their seniority shall be determined by:

    a. the original date of hire as a Police Officer;
    b. if employed on the same day, the date of application and if the same,
    c. a designation by the Department Head at the time of hire as to rank and seniority.

The designation of the Department Head shall be final and binding upon the employee involved. The seniority list as updated annually by the Department Head in accordance with this Section shall become a part of this Agreement.

Section 4. A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by employees, provided

that the seniority list be revised and updated in accordance with Section 3 of this Article; a copy of the same shall be transmitted to the Union.

Section 5. Seniority, subject to the exercise of management rights, shall be the primary consideration in granting employee preference relative to holidays off, vacation leave time, shift assignments and days off.

Officers who are assigned to uniformed Teams will bid by seniority every year for Team, beat, days off, and shift assignments. Sergeants assigned to uniformed Teams will bid for Team, days off, and shift assignment every year. Officers and Sergeants assigned to the Criminal Investigations Team, Narcotics Unit, Education and Personnel Unit, and Traffic Unit will bid for days off and shift assignments within their specialized unit every year.

For the purpose of this Section, any Officer or Sergeant may be assigned to a specialized unit within such Team or Unit; for example Case Detective, Family Crimes, Polygraph, TIU, Liquor and Vice, Checks and Fraud within the Criminal Investigations Unit or a Team Detective or any other specialized unit so designated by the Department Head. When the bid occurs for the Officers or Sergeants, the selection will be restricted within the specialized units. Case managers are not to be considered specialized and will be appointed by management after the bid.

Since certain assignments within the Criminal Investigations Unit require specialized training or experience, management shall have the right to assign shift and days off to any Officer within the Criminal Investigations Unit with less than one year of service within the Criminal Investigations Unit as they feel will best benefit the employee and the department. After one year of service, the Officer will be allowed to choose shift and days off by seniority.

New Officers will fill positions created by absences due to injury leave, limited duty or vacancies. New Officers will not participate in the annual bid until the next recruit academy class has graduated and completed field training. New Officer assignments during this period shall be temporary and not subject to any other time limitations than those provided in this paragraph. After this period, management shall permanently assign new Officers. Once permanently assigned, new Officers will be treated as any other employee in future bids. Upon return from injury leave or limited duty between bids, and subject to management rights, an employee will be returned to the same Team/Unit assignment the employee had prior to the leave.

Each year schedules approved by the Department Head regarding Officer days off and shift assignments of the Teams/Units will be posted and provided to the Union by November 15th and will reflect all positions allocated for the Team/Unit for the upcoming year. Management will inform the Union of the number of slots to be held open for each team. No specific slots will be designated by management as “vacant”, therefore, unable to be bid. The Union shall conduct the bid by seniority and return the completed schedule to the Department Head by December 15th.

During the month of January, each Team/Unit shall open its holiday and vacation schedule for the remainder of the bid year. Each Officer may request

any holiday off and any vacation leave (in blocks for 36 hours or more) by seniority, and the Team/Unit will approve any time off based on seniority. After January 31, any additional requests for vacation, holiday or compensatory time off will be considered and approved or denied on a first come first served basis.

The new bid schedule shall go into effect at the beginning of the first full pay period in January. For the purposes of this Agreement, the time which passes between the effective dates of the selection process will be considered one year.

Section 6. When new positions are allocated or positions are vacated, the Department may elect to open the position(s) for a selection process.

If new positions or vacated positions are opened for a selection process for the rank of Officer or Sergeant on any Uniformed Team/Unit (not specialized units), they will be posted Department-wide. Positions on any Uniformed Team (1, 2, 4, 5 and 7) will be selected by seniority with preference given to officers assigned to the Team/Unit in which the opening occurred. A Sergeant's position on any Uniformed Team (1, 2, 4, 5 and 7) will be selected by Department-wide seniority.

Postings for all opened positions will be on a bulletin board in the lineup room for a period of ten (10) days. During this time, anyone wishing to fill the posted position must submit a signed memo to the Education & Personnel Unit expressing interest in the position(s). The memo places the officer in the selection process and is not to be construed as an offer or acceptance of any open position.

The posting will provide a date and time the selection process will take place. It will be the responsibility of any Officer or Sergeant submitting a memo to make themselves available at the listed time and date, either in person, by telephone, or if unavailable, by proxy with prior signed notification of the identity of the proxy, in order to participate in the selection process. If the Officer or Sergeant cannot be contacted within a fifteen (15) minute time period on the selection day, the Officer or Sergeant will be bypassed for the position and will be removed from the selection process. If an Officer or Sergeant elects to pass on the opening, they must at that time indicate if they are still interested in subsequent openings. If not, they are out of the process. Once an opening has been filled, and management determines that the subsequent openings will be filled, Officers or Sergeants still in the process will be contacted by seniority to fill the subsequent opening. This process will be continued within the Team or Unit and then again Department-wide until all openings have been filled. Management retains the right to end this process at any time. Management may state the intention to limit the process within the original posting, and in this fashion limit the memos of interest in the opening(s).

Employees selected to fill vacated or new positions will work the shift and days off which correspond to that position until such time that realignment of shift assignments and days off occur.

Employees on probationary status shall not be eligible to participate in this process. As probationary employees become ready for assignment, management shall permanently assign them as needs dictate. Once assigned, probationary employees can then participate in the processes previously stated in this Section.

Section 7. When new positions are allocated or positions are vacated for specialized positions, and the positions are to be filled, the Department will post the position Department-wide for all eligible employees, with management rights to control the selection process.

The posting will be on the bulletin board in the lineup room for a period of ten (10) days. The posting will include a description of the position's duties, hours and days off, and what the selection process will be. During this time, anyone wishing to apply for the position must submit a signed memo to the Education & Personnel Unit expressing interest in the position.

Employees selected to fill vacated or new positions in specialized Teams/Units will work the shift and days off which correspond to that position until such time that realignment of shift assignments and days off occur.

Section 8. Seniority for the purpose of computing rate of vacation leave earnings shall date from initial appointment to a classified position in the service of the City.

Section 9. No employee shall evaluate, discipline or investigate a complaint of another employee of the same rank. The Internal Affairs Sergeant and the Field Training Officer Coordinator are exempt from this language.

ARTICLE 12

NON-DISCRIMINATION

Section 1. The parties hereby agree not to discriminate against any employees because of race, color, creed, sex, religious or political affiliations, national origin, age, marital status, sexual orientation, receipt of public assistance, or Union or non-Union membership.

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

ARTICLE 13

LEAVE PROVISIONS

(To supplement pertinent sections of the Lincoln Municipal Code)

Section 1. SICK LEAVE.

a. **Amount.** Sick leave shall be earned by each employee at the factored hourly equivalent of eight (8) hours for each full month of service. The accrual of unused sick leave hours is unlimited. Sick leave shall be earned but not granted during the first six (6) months of employment after the date of commission.

b. **When Taken.** Sick leave with pay must be earned before it can be used. Employees can take sick leave for the following reasons:

1. Personal illness;
2. Non-compensable bodily injury;
3. Pregnancy;
4. Disease or exposure to contagious diseases when the health of other employees or the public would be endangered by attendance on duty; and,
5. Medical or dental appointments.

When an employee finds it necessary to utilize sick leave, the employee must notify his supervisor or his commanding officer or the duty command officer. If sick leave is utilized for more than two (2) consecutive days, the employee must keep the Department Head informed of his condition, and may be required by the Department Head to submit a medical record of the illness. If so required, the employee will be notified in writing. Failure on the part of the employee to fulfill these requirements may result in denial of sick leave. Employees may not utilize sick leave for an illness incurred while on vacation leave except upon documented hospitalization of the employee.

c. **Family Illness.** Employees may also use a maximum of sixty (60) hours in each calendar year commencing with the first full pay period in January for illness in the household of the employee or his immediate family. Immediate family shall be defined as a spouse, mother, father, stepmother, stepfather, brother, sister, child, stepchild, mother-in-law, father-in-law, grandchild or grandparents. All step-relationships must be current relationships. Upon written request, the Personnel Director may waive the sixty (60) hour limit after reviewing the individual circumstances in support of the request.

d. **Sick Leave Payout.** Upon leaving City service, or upon the death of an employee, he or his beneficiary shall be paid for his accumulated sick leave based upon the following schedule:

0-5 years 0% sick leave payout
6-10 years 50% sick leave payout no minimum
11-15 years 55% sick leave payout no minimum
16-25 years 65% sick leave payout or 100% up to 825 hours whichever is greater
26+ years 70% sick leave payout or 100% up to 825 hours whichever is greater

Upon the death of an employee, his beneficiary shall be paid for his accumulated sick leave up to a maximum of eight hundred twenty-five (825) hours pay at the regular rate of pay of the employee at the time of his death or fifty percent (50%) of his total balance, whichever is greater.

e. **PEHP.** One hundred percent (100%) of the employee's sick leave balance payout shall be paid into the employee's PEHP Premium account.

f. **Nonservice Connected Illness or Injury.** When a member of the bargaining unit incurs a serious nonservice connected illness or injury with medical verification and the illness or injury extends one (1) week after all sick leave has been utilized, members of the Union may voluntarily transfer to the affected members' sick leave account, enough earned compensatory time, or holiday bank time to maintain the affected bargaining unit employee in a pay status for a period not to exceed one thousand one hundred twenty (1,120) hours of duty time. After one (1) week waiting period, the ill or injured employee shall be paid retroactive for that one (1) week. This policy shall be strictly voluntary on the part of the Union. Police management and the City shall be held harmless of this agreement.

g. **Sick Leave Incentive.** The City will institute a sick leave incentive based on the usage of the bargaining unit; further, the City will pay each person who qualifies during January of each year. The incentive will be calculated and monitored by the Personnel Department and will be based on the pay periods during a calendar year.

The incentive shall be awarded only when the bargaining unit's average sick leave usage is less than the City average and the following conditions are met: When the bargaining unit's sick leave usage is greater than forty (40) hours but less than the City average, the City will pay each member using between zero (0) and sixteen (16) hours of sick leave, eight (8) hours pay and any member using more than sixteen (16) but equal to or less than twenty-four (24) hours, four (4) hours pay. When the bargaining unit's average sick leave usage is equal to or less than forty (40) hours, the City will pay each member who used between zero (0) and sixteen (16) hours, sixteen (16) hours of pay at their current hourly rate. Those members who used more than sixteen (16) but equal to or less than twenty-four (24) hours, will receive eight (8) hours of pay.

Section 2. FUNERAL LEAVE WITH PAY.

a. In the case of the death of a mother, father, stepmother, stepfather, brother, sister, husband, wife, child, stepchild, mother-in-law, father-in-law, or in the case of death of any other relative residing in the immediate household of a regular employee, the employee shall be allowed thirty-two (32) hours funeral leave with regular pay without deduction from his pay or accumulated sick leave. In the case of death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt, uncle, nephew, or niece of the regular employee or spouse, the employee shall be allowed sixteen (16) hours funeral leave with regular pay without deduction from his pay or accumulated sick leave. In addition, the regular employee may be allowed to use twenty-four (24) hours accumulated sick leave in the case of death of any of the above designated persons.

b. An employee may be allowed up to two (2) hours funeral leave with pay to attend the funeral of a co-worker who was employed by the City at the time of his or her death provided, however, that permission to do so is granted by the employee's department head or designated representative.

Section 3. INJURY LEAVE WITH PAY. In the case of temporary total disability of an employee received in the line of duty, there shall be such payment as provided by Pension Ordinances 2.62, 2.65 or 2.66, whichever applies.

Section 4. VACATION LEAVE WITH PAY.

a. **Amount.** Each regular employee shall earn vacation leave credit annually as follows:

After successful completion of the first six (6) months of employment--at the factored hourly equivalent of forty (40) hours for the second six (6) months of service.

After the first year of service--at the factored hourly equivalent of eighty-eight (88) hours per year.

After five (5) years of service--at the factored hourly equivalent of one hundred twenty-eight (128) hours per year.

After ten (10) years of service--at the factored hourly equivalent of one hundred forty-four (144) hours per year.

After fifteen (15) years of service--at the factored hourly equivalent of one hundred sixty-eight (168) hours per year.

After twenty (20) years of service--at the factored hourly equivalent of two hundred (200) hours per year.

After twenty-five (25) years of service--at the factored hourly equivalent of two hundred eight (208) hours per year.

Vacation leave credit shall not accrue during a leave of absence without pay.

b. During the first six (6) months of employment, employees will not be allowed to use vacation leave. Vacation leave will be granted in accordance with Article 11, Section 5. Management shall schedule vacation leave in accord with operating requirements and insofar as possible with requests of employees.

c. **Accumulated Leave.** Employees may accumulate vacation leave to a maximum of forty (40) hours over and above the employee's maximum annual earning rate. No additional vacation leave shall be earned until such time as the employee's accumulated vacation leave drops below the stated maximum. In such event, the accumulation of vacation leave will again commence, but in no event shall it exceed forty (40) hours over and above the employee's maximum earning rate.

d. **Termination Leave.** Any employee who has completed his probationary period after original appointment and leaves the city service in good standing after giving two (2) weeks notice of such termination of employment shall be compensated for vacation leave accrued and accumulated to the date of separation. Such two-week notice may be reduced or waived by the department head in the event of extenuating circumstances.

e. **Waiving Vacation.** For the purpose of maintaining necessary personnel on duty to accomplish City work, the Department Head, with approval of the Mayor, may waive accumulated vacation leave in excess of eighty (80) hours for any employee entitled to more than eighty (80) hours vacation leave in any year and in lieu thereof grant such employee additional pay at his usual rate of pay as of the last January 1; provided, the Department Head shall waive vacation and grant additional pay in lieu thereof as provided above, unless there are sufficient funds therefor in the Department's budget for salaries. All additional pay for such waived vacation shall be paid to the employees entitled thereto at the first pay period in the month of July of each year.

f. The beneficiary of any employee who dies while employed by the Department shall receive full pay for all unused, accumulated vacation leave standing to the employee's credit at the time of his death.

Section 5. LEAVES OF ABSENCE WITHOUT PAY, PREGNANCY LEAVE and MILITARY LEAVE WITH PAY are set forth and will be used in accordance with the Personnel Code stipulations in Chapter 2.76 of the Lincoln Municipal Code entitled "Personnel System".

Section 6. NON-DUTY RELATED TEMPORARY DISABILITY. Any employee who is temporarily disabled due to a non-duty related injury, illness, or medical condition may submit a request in writing to the Department Head to be placed in a temporary modified work assignment. The disabled employee making the request must then provide the name and address of his treating physician, must sign an Authorization for Medical Reports and Records form, and will incur all expenses involved in obtaining the required

medical documentation, including the costs of the medical examination and the costs of furnishing such medical or other supporting evidence regarding any injury or conditions. The Department will then provide the employee's treating physician with a copy of the proposed limited duty job description, and request the treating physician to confirm the employee's ability to perform these duties. If the Department Head determines that the Department cannot accommodate the employee's temporary medical restriction in a short-term and productive employment position, and the employee remains temporarily disabled from employment, the employee will be required to utilize leave in a paid status or request a leave of absence without pay. Such time in a paid status shall consist of sick leave, vacation, or other accumulated leave. Should an employee's temporary disability become permanent in nature, the City shall comply with the requirements and guidelines of the Americans with Disabilities Act with regard to reasonable accommodation. An employee may be assigned to limited duty for up to two hundred ten (210) days in a twelve (12) month period beginning with the initial light duty assignment. Limited duty assignments for duty related illness, injuries or medical conditions are governed by the current City Administrative Regulation and Department General Orders.

ARTICLE 14

HOLIDAYS

(To supplement pertinent sections of the Lincoln Municipal Code)

Section 1. AUTHORIZED HOLIDAYS. The following and, in addition, any other days or holidays that may be designated by the Mayor or City Council, are paid holidays for employees under this contract: (2011 - 2012) September 5, November 24, December 24, December 25, January 1, January 16, July 4.

Section 2. HOLIDAY BANKS.

a. **Personal Holiday Bank.** In addition to the authorized holidays specified in Section 1, the City will provide forty-two (42) additional personal holiday hours each fiscal year to all eligible employees. For accrual purposes, personal holiday hours will be added to the employee's personal holiday bank in the following manner: twenty-one (21) hours will be credited to the employee's personal holiday bank at the beginning of the first pay period of each fiscal year and an additional twenty-one (21) hours will be credited to the employee's personal holiday bank on the beginning of the first pay period after January 1.

Personal holiday hours may be taken at any time during the year, provided the hours selected by the employee have the prior approval of the appointing authority. These hours shall not be taken in increments of less than two (2) hours, unless necessary to exhaust the holiday bank. Upon separation from City service, an employee will not be compensated for personal holiday hours not taken. The personal holiday bank cannot exceed fifty-seven (57) hours.

b. **Authorized Holiday Bank.** Employees will have the option of receiving either holiday pay or placing the holiday pay hours, or portion thereof, in an authorized holiday bank. Employees will be allowed to accumulate up to eighty-two (82) hours of authorized holiday bank time. Once authorized holiday hours have been placed in the holiday bank, it must be taken as scheduled leave time. Holiday bank hours will be computed from regular pay sheets and maintained by the Police Department. Upon separation from City service, an employee will be compensated for authorized holiday hours left in the holiday bank at the employee's regular hourly rate of pay at the time of separation.

Holidays which occur during a vacation, sick, funeral, or injury leave shall not be charged against that leave. An employee absent without authorized leave on the last working day preceding or the first working day following an authorized holiday shall not receive regular compensation for the holiday.

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

a. Regular full-time employees who normally work eight (8) hour shifts will be credited with pay at straight time for the number of hours in their normal work shift not to exceed eight (8) hours for each of the holidays authorized by this Article that fall on the employee's day off.

b. Regular full-time employees who normally work ten (10) hour shifts will be credited with pay at straight time not to exceed eight (8) hours for each of the holidays authorized by this Article that fall on the employee's day off, provided, however, that employees who work ten (10) hours who are scheduled off will receive ten (10) hours pay at straight time. Those regular full-time employees who are scheduled to and actually work a ten (10) hour holiday shift will instead be credited with fifteen (15) hours of holiday pay. Employees who are scheduled to and actually work an eight (8) hour holiday shift will instead be credited with twelve (12) hours of holiday pay.

c. Regular full-time employees who normally work twelve (12) hour shifts will be credited with pay at straight time not to exceed eight (8) hours for each of the holidays authorized by this Article that fall on the employee’s day off, provided, however, that employees who work twelve (12) hours who are scheduled off will receive twelve (12) hours pay at straight time. Those regular full-time employees who are scheduled to and actually work a twelve (12) hour holiday shift will instead be credited with eighteen (18) hours of holiday pay.

d. Employees scheduled to work on a holiday and who work past their eight (8), ten (10), or twelve (12) hour work day, will be paid three (3) times their straight time rate of pay for all overtime hours worked.

e. Employees scheduled off on a holiday or who have a holiday on their regular day off, and who work overtime on a holiday, will receive holiday pay as set forth in Subsection (b) plus one and one-half (1 ½) times their rate of pay for overtime hours worked. (2-4 hour minimum). This would be the employee's rate of pay until such time as the employee worked overtime in excess of his eight (8), ten (10), or twelve (12) hours. Then his overtime rate would be three (3) times his regular rate of pay, as per Subsection (c).

f. All hours paid for as holiday allowance shall be used in the computation of weekly overtime only when the authorized holiday falls within the employee's regular scheduled work week.

g. Officers assigned to rotated positions will not be allowed to exercise seniority over a less senior officer assigned to a uniformed team for the purpose of working on a holiday.

On holidays, the Department will staff uniformed teams at a level of at least one officer over minimum staffing. Staffing may be at minimum level if more officers request time off for the holiday than the number

of officers required to staff at one plus minimum for a team. Beginning on January 3, 2009, all officers assigned to a uniform team and scheduled to work on a holiday will be included to take the holiday off based on seniority.

In addition, all hours worked on the holiday, whether within or outside the employee's regular scheduled work week, shall be used in computation of weekly overtime; provided, that an employee shall not be paid both daily and weekly overtime for the same hours worked.

ARTICLE 15

PROMOTIONS

Section 1. All promotions of employees of the Department to fill existing positions within the Department shall be made from the ranks of such employees in strict accord with the procedures specified in the Personnel Code; provided, any employee to be so promoted must be qualified for the position to be filled. All vacant promotional positions must be filled within sixty (60) days of becoming vacant, unless the position is not being retained in the Department's organizational structure.

Section 2. Promotional examinations for the rank of Sergeant shall commence in the month of February and every other year thereafter unless three (3) or more promotions to the rank of Sergeant are made prior to August 1 of the testing year.

If three (3) or more promotions are made in the classification, then testing will occur the following February and a new two year cycle is established. Testing that commences in February will be completed in ninety (90) calendar days. The Department will allow all eligible applicants the opportunity to participate in the Captain's promotional process.

Section 3. Such promotional testing will be held on the designated day at 1900 hours.

Section 4. The City shall have a period of up to ninety (90) calendar days after the examination date to complete the promotional procedure in ranking the candidates.

Section 5. No early examinations shall be given. Makeup examinations will be allowed for personnel on military orders, or on emergency police duty assigned by the Department Head, or on sick leave with medical verification. All makeup examinations will have a maximum extension of eighteen (18) calendar days per phase, and the length of the extension shall be added to the ninety (90) calendar day completion requirement.

Section 6. No member of the bargaining unit shall suffer loss of wages through participation in promotion examinations. Off-duty personnel participating in promotion examinations shall receive compensatory time at the straight time rate.

Section 7. ELIGIBILITY FOR PROMOTION. An employee in the classification of Police Officer must have a minimum of five (5) years service in the classification of Lincoln Police Officer as of March 1 of the testing year to be eligible to test for the classification of Sergeant.

Section 8. PROMOTION LIST. Following the promotional testing process as set forth herein, a promotion list shall be promulgated and posted reflecting those eligible employees who have completed all written tests of the promotion

process. All promotions shall be made from the current promotion list at the time of the vacancy. All promotion lists shall expire on March 1st of the testing year. The first promotional vacancy shall be filled by utilizing the first five (5) names from the promotional list, and for each similar position to be filled the names of the three (3) next highest eligible employees from the promotional list shall be considered. The process outlined herein shall be utilized beginning with the Spring of 2009.

ARTICLE 16

SAFETY COMMITTEE

Section 1. In the interest of safety, a Safety Committee consisting of three (3) employees designated by the Union, two (2) citizens may be appointed (one by the Department Head and one by the Union) and three (3) employees designated by the Department Head shall be created. If the Chief wishes to add a citizen then the Union will have one citizen to appoint. In addition, the chairperson shall be nonvoting and shall be appointed by the Department Head. Members will serve at the pleasure of the Department Head or Union President, depending upon who the member represents. Members will serve and be replaced on a staggered system (approximately three (3) year limit) depending upon the schedule agreed upon by the Department Head and the Union President. In addition, the Police legal advisor may provide assistance as a nonvoting participant.

Section 2. The Safety Committee shall meet with the Department Head at least once every three (3) months to discuss and make recommendations for improvements of general health and safety of the employees. The City hereby agrees it will endeavor to provide efficient and safe equipment and materials to protect the health and safety of employees. The Union agrees to fully support the City in all areas of occupational safety. Additional meetings may be scheduled by mutual agreement of the Committee and the Department Head.

Section 3. Complaints by employees may be filed with the Committee in writing. The Committee will make a recommendation to the Department Head who shall take remedial action deemed necessary.

Section 4. The Safety Committee will review all motor vehicle accidents involving vehicles and equipment of the Department to determine if the accident could have been prevented.

The Safety Committee will review all line-of-duty injuries to members of the Department to determine if the injury could have been prevented.

Accidents and injuries will normally be reviewed at the regularly scheduled Safety Committee meetings. If the accident or injury occurred at such time when the necessary reports would not be available, the Safety Committee may reschedule its meeting in order to have the necessary materials at hand.

Upon review of the investigating officer's reports and other pertinent data, the Committee shall find that the accident was either preventable or nonpreventable.

> A preventable accident is defined as one in which the driver failed to do everything reasonable and appropriate under the prevailing circumstances in an attempt to prevent the accident.

> A nonpreventable accident is one in which the driver did everything reasonable and appropriate under the prevailing circumstances in an attempt to prevent the accident.

The chairperson of the Safety Committee will maintain a statistical file of all on-duty motor vehicle accidents involving personnel of the Department. It is also his responsibility to obtain all investigative reports, ordinances, and Departmental Policy which would pertain to any case coming before the Committee.

The chairperson shall notify all principals involved that their accident is being reviewed. Such notification shall be in writing and given at least five (5) calendar days prior to the Committee meeting. The employee may voluntarily appear and testify, but no compensation will be approved.

Upon review of the investigating officer's reports and other pertinent data, the Committee shall find that the injury was either preventable or nonpreventable.

> A preventable injury is defined as one in which the employee failed to do everything reasonable and appropriate under the prevailing circumstances in an attempt to prevent the injury.
>
> A nonpreventable injury is one in which the employee did everything reasonable and appropriate under the prevailing circumstances in an attempt to prevent the injury.

The chairperson of the Safety Committee will maintain a statistical file of all on-duty motor vehicle accidents and all line-of-duty injuries involving personnel of the Department. It is also his responsibility to obtain all investigative reports, ordinances, and Department Policy which would pertain to any case coming before the Committee.

The chairperson shall notify all principals involved that their injury is being reviewed. Such notification shall be in writing and given at least five (5) calendar days prior to the Committee meeting. The employee may voluntarily appear and testify, but no compensation will be approved.

Once the safety committee has ruled on the injury or accident it cannot be reviewed again unless new evidence is found.

This section does not exclude other discipline that may be issued which is not a part of the safety committee’s review.

The findings of the Committee shall be prepared by the chairperson and this report will be presented to the Department Head within seven (7) days. The Department Head will record his approval or disapproval and return a copy of the report to the chairperson. The chairperson will then make a copy of the report available to the persons directly involved.

If the accident or injury is found to have been preventable, either by the Safety Committee or by the Department Head, administrative action will be at the discretion of the Department Head.

Section 5. The final or prime responsibility for all safety issues lies with the Department Head or his delegate.

ARTICLE 17

UNIFORMS AND EQUIPMENT

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

Section 2. The City shall provide a clothing allowance of forty dollars ($40.00) per month to be paid to nonuniformed employees for the purpose of maintaining civilian attire. Payment shall be made in September and February of each year.

Section 3. The City shall provide all authorized police equipment for uniformed and nonuniformed employees.

Section 4. The City shall reimburse each employee for the purchase of new protective body armor to a maximum of eight hundred dollars ($ 800.00) once every five (5) years. This reimbursement will be contingent upon the presentation of a receipt to the City for same. The body armor purchased by the employee shall be concealable armor of the employee's choice and shall become the exclusive property of the employee. If an employee leaves City service, for any reason within one (1) year from his original date of hire, the employee will either return in good condition to the Department body armor purchased under this provision, or reimburse the City for funds granted to the employee to purchase body armor. If the employee chooses to return the vest, the City will reimburse the employee for the difference between the purchase price and the eight hundred dollars ($ 800.00) reimbursement.

Section 5. Regular replacement articles shall be provided as necessary for wear or damage or loss of uniforms and equipment occurring while in the performance of duties.

Section 6. The City shall provide a cleaning allowance of thirty dollars ($30.00) per month to be paid to all bargaining unit employees for the purpose of cleaning and maintaining uniforms and civilian attire. Cleaning allowance payments shall be made semiannually during the first week in June and December.

ARTICLE 18

HOURS OF WORK AND DUTY SHIFTS

Section 1. From time to time, ten (10) or twelve (12) hour working shifts may be made available. When ten (10) or twelve (12) hour working shifts are available, the option, within demand constraints, to work these shifts will be made available to employees working eight (8) hour shifts. When an employee elects to change their work shift to either an eight (8), ten (10), or twelve (12) hour shift, he may not, without management consent, again change his work shift to a different number of hours.

Section 2. Each employee shall be entitled to either two (2), three (3), or four (4) consecutive days off each week, consistent with the work day in Section 1.

Section 3. During an emergency as defined by the Department Head, employees' shifts, hours, and duties may be established at the discretion of the Department Head.

Section 4. No days off shall be changed to specifically avoid the payment of overtime. No days off and/or shift assignments shall be changed to specifically avoid the payment of overtime in regard to University of Nebraska football game days.

Section 5. Employees' shifts shall be regularly scheduled and not split, unless split duty shifts are mutually agreed by the City and employee. This section shall not apply to regularly scheduled split duty shifts for employees assigned to Family Crimes and the Education & Personnel Unit in which no more than one shift per week per employee will be split.

Section 6. The eight (8), ten (10), or twelve (12) hours constituting a day's work, as provided for in Section 1, shall include one (1) break period per four hours of shift worked. The two (2) break periods for eight (8) and ten (10) hour shifts and three (3) break periods for twelve (12) hours shifts shall be paid and shall each be fifteen (15) minutes in duration.

Section 7. Members of the bargaining unit sent to any schools or conferences not conducted by the Department shall not be eligible for any overtime or compensatory time, except as provided in Article 19, Section 2.

Section 8. Employees working twelve (12) hour work days are required to flex off a total of four (4) hours within the two week work period. The four (4) hours or any portion thereof may be taken by the employee at any time during the work period with supervisory or management approval, consistent with the needs of the Department, provided that employees who have failed to take the four (4) hours off or schedule the four (4) hours off by the fifth scheduled working day in their work period will be asked to schedule this time off. In the event that no mutually agreeable time can be found, the needs of the Department, as determined by the supervisor or manager, shall take precedence in determining the scheduling for the four (4) hours flex time,

provided that the four (4) hours or any remaining portion of the flex time will be taken at the beginning or end of the scheduled work shift.

ARTICLE 19

OVERTIME, CALL BACK, AND STANDBY PAY

(To supplement pertinent sections of the Lincoln Municipal Code)

Section 1. Hourly rate of pay shall be an employee's annual base salary divided by 2080 hours.

Section 2. OVERTIME PAY. Hours worked by the employee in excess of eighty (80) hours in a fourteen (14) day pay period will be compensated at 1 ½ times regular rate. When calculating hours worked, the computation of overtime will exclude sick leave. Overtime shall not be paid twice for the same hours worked.

Section 3. Employees who volunteer to participate in any task force, committee or meeting during such time that is on their regular day(s) off, approved leave day or not part of their regular work day, shall be entitled to overtime compensation at the rate of time and one-half (1-½) the actual hours in attendance.

Employees called to duty for any other reason during their off-duty time and such time does not merge with their scheduled tour of duty, or they are required to attend as a witness or in any other capacity directly related to their official duties, any case pending in Juvenile Court, County Court, or in District Court, or before any Grand Jury proceedings or in conference with the City or County Attorney or their respective assistants, or at any pre-trial conference or any other related hearings, or at any proceedings by any City, County, State or Federal Government or any of the subdivisions or agencies thereof, during off-duty periods, shall be entitled to overtime compensation at the rate of two (2) hour minimum at time and one-half (1-½) rate, or one and one-half (1-½) times the actual number of hours in attendance, whichever is greater unless the overtime requirements are contiguous to their work assignment.

If an employee is required to attend under any of the circumstances listed in the preceding paragraph hereof during those periods which are his regular day off or are on an approved leave period longer than three (3) days, then the employee shall be entitled to overtime compensation at the rate of a four (4) hour minimum at time and one-half (1-½) rate; or one and one-half (1-½) times the actual number of hours in attendance, whichever is greater. If an employee gives fourteen (14) days notice to the court officer and does appear at the scheduled time, the three (3) day minimum does not apply.

If an employee is contacted at home for the purpose of Court cancellation and the employee is not given at least six (6) hours notice, the employee will be compensated at the following minimum rates: one (1) hour overtime on a regular work day and two (2) hours overtime on a regular day off or on an approved leave day. If the employee does not receive notice of the cancellation and appears in Court at the scheduled time, the employee will be

compensated at the normal rate. An approved leave day shall be scheduled fourteen (14) days in advance.

If an employee is required to participate in a proceeding by telephone or other electronic communication method (ex. ALR Hearing) rather than in person, the employee shall be entitled to overtime compensation at the rate of time and one-half (1 ½) for the actual hours the employee is required to participate or a minimum of two (2) hours at the rate of time and one-half (1 ½) during off hours of a regularly scheduled day of work, whichever is greater unless the overtime requirement is contiguous to the employee's regular work assignment. For such hearings on a regular day off or while on approved leave period longer than three (3) days, the employee will be entitled to overtime compensation at the rate of three (3) hours at time and one-half (1 ½); or one and one-half (1 ½) times the actual number of hours in attendance, whichever is greater, unless the overtime requirements are contiguous to their work assignment.

Section 4. Only the Management Command Officers of the Department have the authority to direct an employee to standby duty. When an employee is directed to standby duty, the employee shall receive one (1) hour of straight time pay for eight (8) hours of standby duty or any fraction thereof that occurs between regularly assigned duty shifts. Any standby assignments occurring on the employee's regularly scheduled days off will be compensated at two (2) hours straight time pay for each eight (8) hours of standby duty or any fraction thereof.

Section 5. In calculating overtime pay, employees will be compensated for actual time worked in accordance with the Fair Labor Standards Act.

Section 6. In lieu of payment for overtime hours worked, the employee may request to take compensatory time off. If request is approved, one and one-half (1-½) hours of compensatory time shall be credited for each overtime hour worked not to exceed a total of sixty (60) hours in the employee's compensatory time bank.

Section 7. Overtime rate of time and one half (1-½) will be paid for actual time involved on work related telephone calls or work related home contacts. The work related telephone calls or work related home contacts must be from a commanding officer (Captain or above). Overtime will not be paid for work related telephone calls or work related home contacts which pertain to officers failing to complete reports or not performing their required duties, or any exercise of seniority for job preference. Such overtime granted must be approved by the commanding officer (Captain or above) who initiated the call or home contact. No overtime will be allowed for calls or home contacts initiated by anyone other than those mentioned in this Section (Section 7).

ARTICLE 20

TRAINING

Section 1. In the interests of continued proficiency, both the City and the Union recognize that continued training is in the interests of both the City and its employees. For the purpose of promoting training as may be allowable by the budget, it is desirous to adopt requirements regarding attendance for training.

Section 2. Because of the high cost of overtime and because there are generally more volunteers than spots available for outside schools and conferences, employees will not in most cases be required to attend outside schools and conferences on their days off. If, however, attendance is required by the Department, then compensation on days off will be at one and one-half (1 ½) times the employee's base pay. For the purpose of this Section, it is assumed anyone submitting a written request to attend an outside school or conference falling on their days off have waived the overtime requirement of this Section. Under all cases, travel days and attendance days worked for any outside school or conference will be compensated as an eight (8) hour work day.

Section 3. Any expenses generated by a City-initiated outside school or conference will be compensated under the City's Administrative Regulation.

Section 4. In-service training is hereby defined as mandatory training which may be required by Police Management for all commissioned employees of the Department. Specialized training is periodically offered to a limited number of Department employees. Such specialized training is defined as training other than in-service training and outside schools and conferences.

The following guidelines apply when either in-service or specialized training is offered:

a. The Department Head or the Education & Personnel Unit shall notify employees of the date, time, and location of such training by e-mail and by posting that information on the administrative hot sheet at least ten (10) days prior to the training.

b. Duty shift times may be altered to conform to the actual training time.

c. No employee will be required to attend in-service training on their days off unless the employee wishes to attend on a day off and makes arrangements to do so with their respective command officer.

d. Mandatory specialized training for any employee on their day off will be compensated at one and one-half (1 ½) times their base pay for the hours actually worked.

e. All in-service training days will be compensated for as eight (8) hour work days or actual hours worked, whichever is greater. Actual hours

worked shall NOT include any scheduled break of thirty (30) minutes or more.

f. Specialized training, which may not be a full work day, will be compensated based upon the actual hours worked in training. In addition, management will provide, continuous to the training time, the opportunity to work the hours necessary for a full work day, either eight (8) or ten (10) hours, whichever is applicable to the individual employee.

ARTICLE 21

HEALTH CARE AND INSURANCE

Section 1. HEALTH. The City shall contract annually with one or more health insurance carriers to provide a group health care plan for eligible employees. If an employee elects single coverage, the City shall contribute an amount equal to 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 eighty percent (80%) of the monthly cost of coverage and the employee's contribution shall equal twenty percent (20%) of the monthly cost of coverage.

If an employee elects family coverage, the City shall contribute an amount equal to eighty percent (80%) of the monthly cost of coverage and the employee’s contribution shall equal twenty percent (20%) of the monthly cost of coverage.

Section 2. DENTAL. Employees shall be eligible to participate in the dental plan. If an employee elects single coverage, the City shall contribute one hundred percent (100%) of the monthly cost of coverage. If an employee elects 2/4 party or family coverage, the City shall contribute an amount equal to sixty-six percent (66%) of the monthly cost of coverage and the employee's contribution shall equal thirty-four percent (34%) of the monthly cost of coverage.

Section 3. LIFE. The City shall provide each regular employee a $30,000 life insurance policy.

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 City employee's health care plan or plans, provided 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 directly to the plan provider or administrator by the retired member. The City shall incur no additional obligation from lack of the execution of the required forms or from payments not being made by the retired member.

ARTICLE 22

LAYOFFS

Section 1. All employees will be laid off in line of least seniority and hired in reverse order. No employee will be hired by the City as long as there are employees laid off who have seniority. If employees are to be laid off, a thirty (30) calendar day written notice shall be given to the affected employee and the Union prior to the date that the services of that employee shall no longer be required.

Section 2. Employees who are subject to layoff within their classification and who are qualified to perform duties of the next lower classification in declining sequence, may, in order at which they are laid off, occupy vacant positions of such lower classifications, or may displace employees who hold positions of such lower classifications.

Section 3. An employee who voluntarily requests demotion or another position in order to remain in the classified service following a reduction in force shall be placed at a rate of the new classification pay range which ensures a five percent (5%) reduction in salary, unless a larger reduction is necessary for the officer to be placed in the highest step in the lower classification.

Section 4. Where, by virtue of a reduction of the workforce, an employee takes a position in a lower classification in accordance with Section 2 and 3 hereof, and a reduction in force becomes necessary in such lower classification, such employee shall be credited with seniority earned in his classification.

Section 5. Any employee who is laid off due to a reduction in work force and thereafter, within a period of four (4) years, reinstated to City service, shall, to the extent possible for purposes of all rights and benefits, be deemed to have been on leave without pay.

Section 6. When the work force is increased after a layoff, employees will be recalled in reverse order of layoff. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee fails to report for work within thirty (30) calendar days of the date of mailing of the recall notice, he shall be considered to have voluntarily terminated with the City.

Section 7. When the work force is increased after a layoff, those persons who have voluntarily taken a lower classification as provided in Section 2 and 3 herein, shall have the option of occupying positions which open up in their former classification with no loss of seniority in that classification. This option shall be exercised as the position in the higher classification becomes available dependent upon prior seniority in the higher classification.

ARTICLE 23

LABOR MANAGEMENT COMMITTEE

Section 1. In order to facilitate communication between labor and management, a Labor Management Committee consisting of the Department Head and/or his designated alternate, an Assistant Chief of Police and two (2) Team Managers, and three (3) representatives of the Lincoln Police Union, along with at least one (1) Team Representative, will make up the Labor Management Committee. The Department Head will designate management personnel and the Union shall select Union representatives. Members will serve at the pleasure of the Department Head or Union President, depending upon who the member represents. Members will serve and be replaced on a staggered system (approximately three (3) year limit) depending upon the schedule agreed upon by the Department Head and the Union President.

Section 2. Each Team area will be represented by a member of any rank to serve as spokesperson for that area. They will meet at least one week prior to the monthly Labor Management Committee meeting to formulate the common areas of interest and to elect a spokesperson to present the items in writing to the Labor Management Committee. Payment for attending this meeting will be at the discretion of the Department Head. Spokesperson will be chosen on a rotating basis. Team representatives will be picked by a vote of the Team members that they are representing.

Section 3. The Labor Management Committee may discuss any area of the Department, with limitation only on those areas already under agreement between the City and the Union. The agenda will be based on the problem areas brought to the attention of the Committee by the Team Representatives and on any area representative members of Labor Management feel need to be discussed. Topics for discussion will be posted on the Union bulletin board and disseminated to Labor Management Committee members at least one (1) week prior to the monthly meeting.

Section 4. Membership is subject to change through attrition and elected office, however, a one (1) week notice must be given to the Committee to afford the new member(s) voting privileges.

Section 5. Realizing that communication is the key element to the smooth operation of any organization, the Labor Management Committee will foster an element of cooperation and unity of organizational members, be they labor or management.

Section 6. Meetings shall be held at least once per calendar month. Additional meetings may be scheduled by mutual agreement of the Committee and the Department Head.

Section 7. A quorum shall consist of two (2) members from labor and two (2) members from management.

ARTICLE 24

WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix "B" that reflects a .75% increase, effective August 18, 2011.

A. MERIT PAY SCALE. For the purpose of compensating employees on the basis of progressive improvement in job performance, there is hereby established a merit pay scale which shall consist of established pay ranges. For an employee on pay range P01, step "A" will be the beginning step for the pay range. After six months on step "A" an employee is eligible to advance to step "B". After six months on step "B" an employee is eligible to advance to step "C". Annually thereafter the employee is eligible to advance to the next step in the merit pay scale until he advances to step "K". Employees who have advanced to step "K" shall have no further advancement. Advancement through the merit pay scale shall be based upon the individual's performance. The employee must receive a rating high enough on the standard rating system in order to be eligible for advancement.

A Police Officer, when promoted to the classification of Sergeant, shall be paid at the rate of at least four percent (4%) above his present rate of pay or at the next higher step in the P03 pay range above his present rate of pay, whichever is greater. Annually thereafter the employee is eligible to advance to the next step in the merit pay scale until he advances to step "I". Employees who have advanced to step "I" shall have no further advancement.

B. SHIFT DIFFERENTIAL. All employees who are regularly assigned second shift and whose majority of hours occur between 1415 hours and 2245 hours shall be paid an additional fifty cents ($0.50) per hour. All employees who are regularly assigned third shift and whose majority of hours occur between 2245 hours and 0700 hours shall be paid an additional fifty-five cents ($0.55) per hour. The fifty cents ($0.50) per hour or the fifty-five cents ($0.55) per hour shall be included as an addition to their current hourly rate.

C. LONGEVITY. In addition to an employee's base salary provided for in Section 1 (A), each full time employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The longevity schedule shall be as follows:

Completed Years of Service	Annual Pay
7 years (Beginning 8th Year)	$ 488
15 years (Beginning 16th Year)	$1,504
20 years (Beginning 21st Year)	$1,965
25 Years (Beginning 26th Year)	$2,546

* Employees receiving longevity pay at the ten year mark ($990) as of August 12, 2004, shall continue to receive such pay until reaching the fifteen year mark.

Section 2. A. SPECIAL ASSIGNMENT PAY. Assignments eligible for special assignment pay include any Officer or Sergeant assigned as an investigator or detective to the Criminal Investigations Unit, Narcotic's Unit, a Team Detective, or any other assignment so designated by the Department Head. Limited duty assignments or assignments of less than 90 days are excluded from receiving special assignment pay.

If while serving in the positions covered by this section the task/job is moved to another team/unit, the officer assigned will continue to receive special assignment pay only while performing the same job/task.

Police Officer, non-uniform Sergeants and assignments receiving special assignment pay are not promotional positions.

Any Police Officer or non-uniform Sergeants assigned to a position specified in this section are subject to the provisions of this contract and management rights and will, in addition to his regular salary, be paid one hundred dollars ($ 100.00) for each month he serves in that capacity. If he leaves the position without serving a full month, the pay will be allocated as follows: fifty dollars ($ 50.00) if leaving between the 1st and 15th day inclusive, and one hundred dollars ($ 100.00) if leaving between the 16th day and last day of the month inclusive.

This Article does not preclude short term assignments up to ninety (90) calendar days without receiving special pay, nor does it entitle the person assigned, on a short term basis, to clothing allowance. Clothing allowance will be paid to all personnel, assigned by order and not working in uniform, during the time they are receiving special assignment pay. Assignments due to sickness, injury, or medical disability are not eligible for any benefit described in this Section.

B. SPECIAL PAY FOR SWAT AND CANINE OFFICERS. Any officer who meets the criteria set forth by the Department and who is appointed as a member of the SWAT Team will receive compensation in an amount equivalent to one hundred seventy-nine dollars ($179.00) per pay period while serving in the capacity as a SWAT Team member.

Any officer who meets the criteria set forth by the Department and who is appointed as a Canine Officer will receive compensation figured at the rate of time and one half (1 ½) for seven (7) hours per pay period while serving in the capacity as a Canine officer.

C. FIELD TRAINING OFFICER. Any Police Officer assigned as a Field Training Officer shall, in addition to his regular salary, be paid three hundred dollars ($300.00) per each month that he has a recruit regularly assigned to him for training purposes. If he leaves the position without serving a full month, pay will be allocated as follows: one hundred fifty dollars ($150.00) if leaving between the 1st and 14th day inclusive, and three hundred dollars ($300.00) if leaving between the 15th day and the last day of the month inclusive.

The F.T.O. Coordinator will also receive F.T.O. pay.

"Regularly assigned" means a specific recruit assigned to a F.T.O. by Personnel Order.

Recruits from time to time may be assigned to non-F.T.O.'s for not more than one (1) day in any work week. When necessary to make recruit assignments to non-F.T.O.'s, it shall not be construed as creating a new F.T.O. of the officer assigned.

An F.T.O. must meet the requirements prescribed by management and be so designated.

D. BILINGUAL PAY. Any officer demonstrating proficiency to interpret conversations in Spanish, Russian, Arabic, Slavic languages, American Sign Language, Vietnamese, shall be eligible to receive compensation in the amount of $100 per month. In order to receive such compensation, the officer must pass an examination as prescribed by the department, and must agree to provide interpretation services while on duty to the extent this is practical given his assignment and workload, and as approved or directed by his supervisor.

Section 3. EXCEPTIONS TO SPECIAL PAY. Any employee who is not capable of performing his duties for more than thirty (30) days and is receiving any specialized pay, including but not limited to Special Assignment Pay, SWAT pay, Canine Officer pay, or FTO pay, as outlined in this Article, will not be entitled to any special pay until such time that the employee has returned to work and is able to perform his full range of duties.

This exception does not apply to a duty-related temporary disability. Canine Officers will continue to receive special pay as long as a dog is in their care.

If another employee is granted special pay because of this Section, the second employee will only receive the special pay until the first employee is back to full duty status and is receiving his special pay.

ARTICLE 25

COLLEGE PAY/TUITION REIMBURSEMENT

Section 1. Any employee hired prior to October 1, 1985, and any employee who gained additional college credit prior to August 31, 1990, shall be eligible for an annual prorated dollar payment based on the following schedule:

College Pay Plan (Effective September 4, 1985)					
	30 hrs	**60 hrs**	**90 hrs**	**Bachelors**	**Masters**
PO1	$531.90	$1,063.81	$1,595.72	$2,127.63	$2,659.54
PO3	$600.39	$1,200.78	$1,801.17	$2,401.56	$3,001.96

a. For the purposes of this Section only, a college credit eligible member of the Department shall include all commissioned employees of the Department executing regular police duties, but specifically excluding Public Service Officers and commissioned officers above the rank of Sergeant. For the purposes of this Section, a college credit eligible member of the Department shall not include civilian personnel. All college credit eligible members of the Department shall be given credit for college hours earned in the past or in the future from an accredited college or university and sufficient proof of credits earned is supplied to the Department Head, and at least one-half of the college credits were in the nine (9) categories listed in the following section.

b. All college credit eligible personnel desiring to take such courses must first obtain approval in advance by the Department Head and must satisfactorily complete at least one-half of all college hours in one of, or a combination of, the following fields:

- Law Enforcement
- Law
- English
- Speech
- Social Science
- Humanities
- Natural Science
- Business Administration
- Public Administration

Section 2. In any case not specifically covered by the provisions of this Article, the determination as to whether said course qualifies for college credit will be determined at the sole discretion of the Mayor of the City of Lincoln.

Section 3. For any employee hired after October 1, 1985, the amount of annual compensation for the attainment of college degrees is as follows:

AA	BA/BS
$300	$750

There shall be no additional compensation for employees who attain a degree beyond a BA or BS.

Section 4. TUITION REIMBURSEMENT. Employees shall be eligible for tuition reimbursement up to six hundred dollars ($600.00) per contract year in accordance with the following stipulations:

a. The course must be in a job-related field as outlined below; and pursued as part of a degree - granting academic program through a recognized, accredited college or university; and approved in advance by the Department Head.

- Law Enforcement
- Natural Science
- Law
- Business Administration
- English
- Public Administration
- Speech
- Computer Science
- Social Science
- Humanities
- Languages

Tuition reimbursement cannot be denied due to budgetary reasons.

b. The course must be completed and the employee receive at least a "C", or the employee must receive a "pass" if the course was offered on a "pass/fail" basis; proof of payment and requests for reimbursement must be presented to the Department within two months after the ending date of the semester/quarter in order for the employee to receive reimbursement.

c. Excluded costs are:

- non-credit special interest courses completed by examination only
- late fees
- lab fees
- extracurricular fees
- textbooks or other course related materials
- tuition covered by other sources such as government assistance to a veteran (GI bill), grants, scholarships and similar programs

d. In the case of any courses not specifically covered by the provisions of this Section, the determination as to whether said course qualifies for tuition reimbursement will be determined at the sole discretion of the Department Head.

e. Tuition reimbursement may also be used for outside training.

ARTICLE 26

WAGES, FRINGE BENEFITS, AND WORKING CONDITIONS

For the purpose of this Agreement, all sections of Chapter 2.76 of the Lincoln Municipal Code entitled "Personnel System" not in conflict with this Agreement are by this reference made a part of this Agreement. No employee shall suffer any loss of wages, hours or working conditions by reason of the signing of this Agreement.

ARTICLE 27

PHYSICAL EXAMINATION

Section 1. The City shall furnish each bargaining unit employee a physical examination at no cost to the employee. The examination shall be voluntary with each employee. One notice will be sent to each employee indicating availability of the examination. This notice will be based on the current schedule and having the frequency listed below. Once notice is received the employee will have thirty (30) days to schedule the examination. All employees over forty (40) years of age shall be notified of their eligibility to have a physical every year and those employees under forty (40) years of age shall be notified of their eligibility to have a physical once every three (3) years. Scheduling of examinations shall be the responsibility of the employee. Because of working hours, some officers will be required to take their physical on their own time. No overtime, neither pay nor compensatory time, will be granted.

Section 2. The results of all physical examinations required under this Article shall be subject to current Nebraska law on physician-patient privilege.

Section 3. The physical examination offered to employees shall take place in a sanitary environment and shall be conducted with a physician or physician's assistant on site. The examination shall include, at a minimum, the following procedures:

a. TB skin test
b. Electrocardiogram
c. Blood chemistry screening
d. Hernia exam
e. Prostate exam (over 40)
f. Urinalysis
g. Blood pressure
h. Vision
i. Hearing

ARTICLE 28

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 29

DURATION OF AGREEMENT

This Agreement shall be in effect as of August 18, 2011, and shall remain in effect until the 31st day of August, 2012. It shall automatically be renewed from year to year thereafter unless 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, 2012. If such notice is given, negotiations shall begin no later than the first full week of March, 2012. Prior to the first meeting, all proposals in completed form, which denote changes or additions underlined and deletions struck through, must be submitted to the City by the Union and City proposals submitted to the Union.

IN WITNESS WHEREOF, The parties have set their hands this _____ day of _____, 2011.

ATTEST:	CITY OF LINCOLN, NEBRASKA a municipal corporation
_____ City Clerk	_____ Mayor, City of Lincoln
ATTEST:	LINCOLN POLICE UNION
_____ Secretary	_____ President

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

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

Classification:_____ Social Security No._____

TO THE CITY OF LINCOLN:

Effective the _____ day of _____, 20____, I hereby request and authorize you to deduct from my earnings on the first payroll period of each month a sufficient amount to provide for the regular payment of the current rate of monthly Union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of the Lincoln Police Union. This authorization shall remain effective unless terminated by me by written notice to the City.

_____
Signature

_____
Address

_____ _____
Date City State

POLICE00

APPENDIX B

SPECIAL ASSIGNMENT PAY

The City of Lincoln/Lincoln Police Department will continue to pay the following listed individuals a SPECIAL ASSIGNMENT PAY of one hundred dollars ($100) for each month he/she serves in the designated assignment, until December 31, 2013. If he/she leaves the position without serving a full month, the pay will be allocated as follows: fifty dollars ($50.00) if leaving between the 1st and 15th day inclusive, and one hundred dollars ($100.00) if leaving between the 16th day and last day of the month inclusive.

Matt Tangen	Crime Prevention Officer
Russ Lloyd	Neighborhood Watch Officer
Brian Hoefer	Business Watch Officer
Matt Brodd	Volunteer Coordinator
John Pitts	Non-lethal Force Instructor
Lana Groves	Identification/Forensic Lab Officer

_____ _____

LPU President Chief of Police

_____

Date

POLICE PAY PLAN

Reflects .75% Increase

Effective August 18, 2011

CLASS CODE	CLASS TITLE	PAY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
3110	POLICE OFFICER	P01	ANNUAL	42,621.28	44,289.44	46,026.24	47,835.84	49,707.84	51,656.80
			MONTHLY	3,551.77	3,690.79	3,835.52	3,986.32	4,142.32	4,304.73
			BIWEEKLY	1,639.28	1,703.44	1,770.24	1,839.84	1,911.84	1,986.80
			HOURLY	20.491	21.293	22.128	22.998	23.898	24.835

				STEP G	STEP H	STEP I	STEP J	STEP K
		P01	ANNUAL	53,680.64	55,787.68	57,973.76	60,251.36	62,610.08
			MONTHLY	4,473.39	4,648.97	4,831.15	5,020.95	5,217.51
			BIWEEKLY	2,064.64	2,145.68	2,229.76	2,317.36	2,408.08
			HOURLY	25.808	26.821	27.872	28.967	30.101

CLASS CODE	CLASS TITLE	PAY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
3112	POLICE SERGEANT	P03	ANNUAL	55,585.92	57,501.60	59,481.76	61,513.92	63,631.36	65,819.52
			MONTHLY	4,632.16	4,791.80	4,956.81	5,126.16	5,302.61	5,484.96
			BIWEEKLY	2,137.92	2,211.60	2,287.76	2,365.92	2,447.36	2,531.52
			HOURLY	26.724	27.645	28.597	29.574	30.592	31.644

				STEP G	STEP H	STEP I
		P03	ANNUAL	68,072.16	70,397.60	72,812.48
			MONTHLY	5,672.68	5,866.47	6,067.71
			BIWEEKLY	2,618.16	2,707.60	2,800.48
			HOURLY	32.727	33.845	35.006