AGREEMENT

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

for the period of August ~~14~~ 11, ~~2014~~ 2016
through August 31, ~~2016~~ 2018.

Table of Contents

PREAMBLE 1
DEFINITIONS 2
ARTICLE 1 - BARGAINING UNIT/DUES CHECK-OFF 4
ARTICLE 2 - MANAGEMENT RIGHTS 6
ARTICLE 3 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK WEEK 8
ARTICLE 4 - WAGES 9
ARTICLE 5 - COMMUNICATIONS CENTER TRAINING PAY AND HOURS OF WORK. 12
ARTICLE 6 - BULLETIN BOARDS & NOTICES 16
ARTICLE 7 - LCEA BUSINESS 17
ARTICLE 8 - DISCIPLINE 18
ARTICLE 9 - GRIEVANCE PROCEDURE 20
ARTICLE 10 - PROMOTION, TRANSFER, REALLOCATION, DEMOTION 23
ARTICLE 11 - TEMPORARY ASSIGNMENT/PROMOTION TO A HIGHER CLASSIFICATION 26
ARTICLE 12 - HOURS OF WORK 28
ARTICLE 13 - OVERTIME 31
ARTICLE 14 - LEAVE PROVISIONS 33
ARTICLE 15 - HOLIDAYS 37
ARTICLE 16 - HEALTH CARE AND LIFE INSURANCE 39
ARTICLE 17 - NON-DISCRIMINATION 41
ARTICLE 18 - SAVINGS AND LEGALITY CLAUSE 42
ARTICLE 19 - UNIFORMS AND EQUIPMENT 43
ARTICLE 20 - TUITION REIMBURSEMENT 45
ARTICLE 21 - REDUCTION-IN-FORCE AND RECALL 46
ARTICLE 22 - LABOR MANAGEMENT MEETINGS 49
ARTICLE 23 - PENSION AND RETIREMENT 50
ARTICLE 24 - VOLUNTARY DEFERRED COMPENSATION PLAN 51
ARTICLE 25 - VOLUNTARY ELECTIVE SCHEDULE 52
ARTICLE 26 - DURATION OF AGREEMENT 53

APPENDIX A - LCEA “A” CLASSES
APPENDIX B - LCEA “C” CLASSES
APPENDIX C - CLASSES ELIGIBLE FOR SAFETY BOOT PAYMENT
APPENDIX D – HEALTH CARE PLAN DESIGN

PREAMBLE

THIS AGREEMENT made and entered into on the ~~14th~~ 11th day of August, ~~2014~~ 2016, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City" and the Lincoln City Employees Association, hereinafter referred to as the "LCEA." The City agrees to provide wages and benefits under the following conditions:

DEFINITIONS

The City and the Union agree that whenever the following terms are used, they shall have the meanings respectively ascribed to them.

Abnormal absenteeism unusual absence other than regular approved leave or authorized sick leave.

Allocation shall mean the assignment of a position to a class on the basis of the kind, difficulty, and responsibility of work of the position.

City shall mean the City of Lincoln, Nebraska. Hereinafter called the City.

Class or **classification** shall mean a position or group of positions that involve similar duties and responsibilities, require similar qualifications, and designated by a single title indicative of the kind of work.

Class specification shall mean the written description of a class including the title, statements of the duties and responsibilities, and the minimum requirements of education and experience appropriate upon entrance for satisfactory performance in a position of the class.

Demotion shall mean the movement of an employee from a position in one class to a position in another class having a lower maximum salary rate.

Department shall mean a major operating functional unit of the executive branch of the city government established in or pursuant to the charter.

Department head shall mean the officially appointed head of any department.

Director shall mean the Human Resources Director.

Flex Time shall mean the ability of the employee to change work hours within the work day or to change work days within the work week.

Immediate family is defined to be husband, wife, child, father, mother, sister, brother, father-in-law, and mother-in-law. Immediate family will also include any other family member whether it be by blood or marriage, legal adoption, legal guardianship, foster children or step children residing in the same household.

Pay period shall mean payroll payments normally made to employees on a bi-weekly basis.

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

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

Position Description shall refer to each employee's specific job duties and responsibilities as written for the purposes of merit and performance evaluation ratings and job postings.

Probationary period shall mean a working test period during which an employee, newly appointed from a list, is required to demonstrate his fitness for a position to which said employee is appointed by actual performance of the duties of the position. The probationary period shall not exceed six months.

Promotion shall mean the movement of an employee from a position of one class to a position of another class having a higher maximum salary rate.

Reallocation shall mean the official determination of the Human Resources Director that a position be assigned to a class different from the one to which it was previously assigned.

Seniority is defined as continuous length of service with the City. Any layoff or authorized leave of absence without pay for more than thirty (30) calendar days, except for military leave of absence, shall result in an adjustment in seniority for all time on leave or layoff.

Transfer shall mean the movement of an employee from one position to another position of the same class or of another class having the same maximum salary rate involving the performance of similar duties, and requiring essentially the same basic qualifications.

Union shall mean the Lincoln City Employee Association hereinafter called the Union or LCEA.

Vacancy shall mean a duly created position which is not occupied and for which funds have been provided.

Work day or **working day** shall mean any one shift during which a department is open for business or on which an employee is scheduled work; which shall include eight or ten hours.

Work week shall mean the number of hours regularly scheduled to be worked during any seven consecutive days commencing on a Thursday and ending on the following Wednesday by an individual employee.

ARTICLE 1 - BARGAINING UNIT/DUES CHECK-OFF

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

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

Section 3. It is expressly agreed that, while it is appropriate for bargaining that said classifications be grouped into the two separate units designated "A" and "B" as set forth in Appendix A and Appendix B, it furthermore is appropriate that both of said units be represented by LCEA.

Section 4. Upon receipt of a voluntary written individual authorization form (provided by the Union), the City will deduct from the requesting employee's pay the membership dues as required by the Union. The deduction shall be in such amount as is certified to the City in writing by the Union. All written authorizations shall be submitted to the City payroll office.

Section 5. Following receipt of written authorization for union dues deduction in the City payroll office, the requesting employee's deduction will become effective in accordance with City payroll office deadlines. The Union dues shall be deducted only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance and life insurance.

Section 6. Upon receipt of the name of an employee for whom dues deductions are to stop, certified to the City in writing by the Union, the City will discontinue automatic payroll dues deductions from such employee's paycheck in accordance with City payroll office deadlines.

Section 7. The City shall submit to the Union a monthly "Union Deduction Report" listing employees with Union dues deductions in paper format.

Section 8. The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of Sections 4 through 7.

Section 9. The City agrees to provide the Union with a list of employees upon request. Such list will be in Excel format, and at the Union's expense. Such list shall include name, home address, department, division, class code, class title, pay range, and date of hire of each employee in the bargaining unit. The Union agrees to keep this list confidential. The Union shall indemnify, release and hold harmless the City against any and all claims, demands, suits, judgments or other forms of liability that may arise out of, or by reason of, any action taken by the City for the purpose of complying with the provisions of this Section 9.

~~**Section 10.** The City agrees to include a Union orientation notice in the packet of material provided to employees completing probation, such notice to be supplied by the Union.~~

Section ~~11~~10. LCEA board members and stewards shall have the ability to communicate with each other through email correspondence within the framework of the City's email system. Use of email shall be permitted to address individual requests by Union members. Use of email is limited to work-related matters.

ARTICLE 2 - MANAGEMENT RIGHTS

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

Section 2. LCEA acknowledges the concept of inherent management rights. These rights, powers, and authority of the City include, but are not limited to, the following (except as limited by the terms of this agreement):

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

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

C. The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations and work shifts, so long as changes in days off, shifts, and working hours, other than in emergencies, which shall include but not be limited to, unplanned absences, are made only after the order for such change has been posted for seven (7) calendar days; except in instances which affect a single work crew or a single employee, the City will make a good faith attempt to deliver such notice.

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

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

The right to classify shall include the City's right to create new classifications during the duration of this agreement and to assign a temporary pay range until such time as the pay range is negotiated. When an audit results in an employee being reallocated to a newly created classification, the pay range of such classification shall be equal to or greater than the employee's current pay range.

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

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

H. The right to create, establish, change, modify, and discontinue any City function, operation, or department except as limited by the terms of this agreement.

I. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel.

J. The right to adopt, modify, change, enforce, or discontinue existing rules, regulations, procedures, and policies that are not mandatory topics of bargaining, and that are not in direct conflict with any provisions of this Agreement.

K. The right to determine and enforce employees' quality and quantity standards.

L. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments. The Human Resources Department will notify the Union, in writing, of any department or division classification studies in advance of said study.

Section 3. In matters not specifically covered by language within this Agreement and which are not mandatory topics of bargaining, the City shall have the clear right to make decisions in such areas, on a unilateral basis.

ARTICLE 3 - STRIKES AND OTHER DISRUPTIONS OF NORMAL WORK WEEK

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

Section 2. Violation of Section 1 of this Article by LCEA shall be just cause for the City to terminate this Agreement by giving written notice of election to terminate to any elected principal officer of LCEA or the LCEA's attorney, in addition to any other remedies available at law or in equity. If none of the above listed persons can be located, the City can terminate this Agreement with written notice posted on LCEA or City bulletin boards, provided that such notice is posted for not less than thirty (30) calendar days.

Section 3. Violation of Section 1 by an employee shall be just cause for discharge of such employee.

Section 4. The City agrees it shall not lock out or bar from work any employee on account of a labor dispute.

ARTICLE 4 - WAGES

Wages for employees covered by this Agreement shall be in accordance with the Merit Pay Plan as set forth in Appendix "A" and Appendix "B" that reflect a ~~2.25~~ 2.5% increase effective August ~~14th~~ 11th, ~~2014~~2016. Said wages shall be increased by ~~2.25~~ 2.4% effective August ~~13th~~ 24th, ~~2015~~2017.

There shall be a two and three-quarters percent (2.75%) differential between steps for classes with a pay range prefixed by the letter "C". There shall be a three and one quarter percent (3.25%) differential between steps for classes with a pay range prefixed by the letter "A".

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

Section 2. **MERIT INCREASES** Advancement by an employee through the merit pay steps in the Merit Pay Plan shall be on the basis of performance as determined by the employee's Department Head. In making the decision as to whether or not an employee deserves and shall receive a merit pay step increase, the Department Head must find that the employee being considered has performed in a commendable or outstanding manner.

Employees who have a rate of pay which is less than the maximum rate established for their pay range shall annually be eligible for a one-step merit pay increase. However, under no circumstances shall an employee earn a rate of pay in excess of the maximum rate established for the employee's pay range.

Section 3. **SPECIAL INCREASES - PERMANENT** Upon a showing by an employee of exceptional and unusual circumstances in connection with

his classification and with the recommendation of the appointing authority, the Mayor may grant permanent one- or two-step merit increases which are consistent with the spirit and purpose of the merit system provisions of the City Charter. The effective date of the merit step increase(s) granted in accordance with this Section shall be used establish a new eligibility date, which shall be one (1) year from the effective date of the merit step increase(s). Increases granted under this Section may be granted only once per contract year.

Section 4. **SPECIAL INCREASES - TEMPORARY** A Department Head may recommend a temporary, exceptional service award for an employee in order to recognize exceptional service. A one- or two-step increase may be authorized for periods of two, four, or six pay periods. Increases for exceptional service shall be paid only on recommendation of the Department Head supported by a convincing showing in writing of exceptional service as related to specific criteria to be recommended by each department applicable to its own work and approved by the Human Resources Director.

Section 5. **ELIGIBILITY DATES** Eligibility dates for evaluating performance or for advancement within the Merit Pay Plan shall be established based upon completion of the original probationary period; upon a promotion or demotion; upon the reallocation of a position that results in a pay change; or upon the reassignment of a class to a different pay range that results in a pay change. Merit increases shall be effective beginning the first full pay period following the established eligibility date.

Section 6. **SHIFT DIFFERENTIAL** Non-exempt employees who are regularly assigned to second and third shifts shall be paid an additional seventy cents ($.70) per hour. The differential pay per hour shall be included as an addition to their current hourly rate. To be entitled to shift differential pay, employees must either work a majority of their regularly scheduled shift hours between 5:00 p.m. and 11:59 p.m. or between 11:59 p.m. and 9:00 a.m.

Employees who are entitled to shift differential pay shall also receive the shift differential pay in addition to their current hourly rate for paid leaves of absence such as vacation, sick leave, holiday pay, and funeral leave. For the purpose of computing overtime pay, employees' "regular hourly rate", as defined by the Fair Labor Standards Act, shall include the additional seventy cents ($.70) per hour for second shift or third shift differential pay.

Section 7. **CDL's** The City will reimburse an employee the difference in cost between a regular driver's license and a Commercial Driver's License, when the employee's position classification requires a Commercial Driver's License.

Section 8. **LONGEVITY PAY** In addition to an employee's base salary or pay, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of continuous service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a pro-rated basis on each regular payday. Employees who are scheduled to work less than forty (40) but at least twenty (20) hours per week shall receive longevity pay based on the number of hours worked each pay period. Beginning August 24th, 2017, employees who are scheduled to work less than forty (40) but at least thirty-one (31) hours shall receive longevity pay based on the number of hours worked each pay period. The longevity schedule shall be as follows:

Beginning fiscal year 2012-2013, the longevity schedule shall be as follows:

Completed Years of Service	Annual Pay
10 Years	$1,167.00
15 Years	$1,727.00
20 Years	$2,343.00
25 Years	$2,764.00
30 Years	$2,876.00

* Employees receiving longevity pay at the five year mark ($739) as of August 15, 2012, shall continue to receive such pay until reaching the ten year mark.

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

ARTICLE 5 - COMMUNICATIONS CENTER TRAINING PAY AND HOURS OF WORK

Section 1. Any Emergency Service Dispatcher assigned as a Communications Training Officer (C.T.O.) shall, in addition to their regular salary, be paid fifteen dollars ($15) each day a trainee is regularly assigned to them for training purposes.

"Regularly assigned" shall mean a specific trainee assigned to a training program and C.T.O. by a Personnel Order.

No training pay will be given for training assignments of less than eight (8 hours) for any given day and training pay will not be paid twice for the same day of training. A C.T.O. can only be assigned one trainee at a time.

Trainees from time to time may be temporarily placed with a non assigned C.T.O. during the work period due to the absence of their regularly assigned trainer. C.T.O.'s filling this role for at least eight (8) hours during a shift are eligible for the agreed upon daily trainer pay. Trainees from time to time may be temporarily placed with a non-C.T.O. during a work period, which shall not be construed as a regularly assigned training assignment nor the creation or designation of a new C.T.O. for the trainee assigned.

A Communications Training Officer must meet the requirements prescribed by the Department Head and be so designated. The Department Head reserves the right to determine the process for temporary assignments of trainers due to absences or other leave.

Section 2. Eight (8) or ten (10) consecutive hours, exclusive of lunch, shall constitute a day's work and forty (40) working hours shall constitute a week's work. A twelve (12) hour working shift may be made available as an alternative to the traditional eight (8) or ten (10) hour shift. When these alternate shifts are made available they will be designated as such as part of the requirements of the annual shift bid publication. Employees working twelve (12) hour work days are required to work 40 hours per work week so as not to incur overtime as part of their regularly scheduled hours. A week is hereby defined as the period of Thursday through the following Wednesday.

The Department Head may create voluntary Flexible Schedule (FLEX) which allow for varying shifts and days off based on staffing needs. The number of FLEX positions available will be posted with

the annual shift bid publication and follow the rules of the annual shift bid.

Shift rotation will occur three times per year, with the annual bid occurring prior to the first rotation.

Section 3. When possible, an employee will receive two (2) or three (3) consecutive days off at the end of their work week depending upon either eight (8), ten (10), or twelve (12) hour shifts. Employee's shifts shall be regularly scheduled and not split, unless split duty shifts are mutually agreed upon by the City and the Employee, specifically those employees who opt as part of the annual shift bid to work a FLEX schedule.

Section 4. Seniority will be the basis for the determination of shifts and days off within a department. All shift and days off that are in positions that operate on a twenty-four (24) hour basis, or any second or third shift within an employee's department shall be assigned based on an annual bid submitted by such employees in that department on the basis of seniority.

Thirty days prior to the date of the bid, the Department Head shall publish the shift schedule, the current Seniority list, and shall identify all positions within an employee's division, which shall include each shift, job classification, and days off for each position to be bid for each rotation. FLEX positions will be posted without shift and days off as they are variable dependent upon the needs of the division. The Department shall include in this information the date of the bid, and the time that the employee shall be available to make their bids, as discussed below.

Employees will bid by seniority within their currently assigned, Department, Division, and job classification. Each rotation will be bid independently with no requirement to move from shift to shift.

The bid will take place on the first Wednesday following the first Tuesday of December of each year. The bidding shall begin at 9:00 a.m. on the day that the bidding shall take place. At 9:00 a.m. on that day, the Department shall contact the first person on the Seniority list with the available positions, (including shifts and days off), (unless FLEX) and that person shall have the opportunity to select their shift and if applicable, days off, followed by the second person on the seniority list and so on.

If the person making the bid is present at the location of the bid, the person shall make the bid at that time, with no more than 15 minutes to make their selection. If the person will not be present at the location

the bid, the person shall have the duty to provide the Department with the phone number at which the person can be reached at the time they are to place their bid, and the Department shall make the contact with the employee by telephone.

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

When it can be demonstrated that specialized skills or requirements are needed the City may assign an employee's shift and days off as needed.
The resulting assignment shall take effect beginning with the start of the first full pay period of the specified rotation.

The new bid schedule shall go into effect at the beginning of the first 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.

Management shall have the right to assign shift and days off to any new employee who is in training and to assure adequate experience throughout the 3 shifts. In the interest of staff training and development, the department retains the right to assign or reassign any employee with less than two years experience in their class.

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

The division supervisor will post the notice of the mini bid, the vacant position(s), date and time of the mini bid and the seniority list a minimum of 14 days prior to the mini bid date. Any employee who wishes to be included in the mini bid shall notify the unit manager four (4) days before the mini bid occurs.

The bidding shall begin at 9:00 a.m. on the day of the mini bid and will otherwise comply with the yearly bidding procedure.

The positions that were posted and being bid on will not be altered in anyway. During the mini bid process as one position becomes vacant the newly vacated position will be available to the employees

participating. Employees participating may pass on their bid and remain in their current position instead of bidding on a new position. Management has the right to end the mini bid at any time upon a showing of a legitimate reason related to the operational needs of the division.

Section 5. The Department Head or his designated representative reserves the right to utilize flex time in scheduling employees provided that at least forty-eight (48) hours notice is given the affected employee(s) and further provided that such schedule or shift change will not last more than forty (40) working hours.

Section 6. Management/Supervisors will not reassign the overtime an employee has signed up for to cover another employee's short notice overtime.

Section 7. The Department Head must approve any changes or modifications to SOPs.

ARTICLE 6 - BULLETIN BOARDS & NOTICES

Section 1. LCEA bulletin boards may be installed by LCEA at its expense in City facilities in locations approved by the Department Head or a designated representative. Bulletin boards will be approved as to size and type by the Department Head or a designated representative before installation is made.

Section 2. Approved notices:

A. Notices of LCEA recreational, educational, and social affairs.
B. Notices of LCEA elections, appointments and results of LCEA elections.
C. Notices of LCEA meetings.
D. Copies of current LCEA contractual agreement with the City of Lincoln.

Section 3. All notices other than those listed above shall be presented to the Human Resources Director or his representative for approval. Such notices, if approved, shall indicate both posting and removal dates. The LCEA will be responsible for the posting and removal of all LCEA notices.

Section 4. The City will put a link to the LCEA website on the City of Lincoln Human Resources New Employee page.

ARTICLE 7 - LCEA BUSINESS

Section 1. The negotiating team for the LCEA shall have available a total of one hundred fifty (150) hours with pay for the sole purpose of labor negotiations with the City.

Section 2. When officers of the LCEA, or designated Board members of the LCEA, are requested by the City to participate in meetings excluding contract negotiations during working hours as LCEA officers or Board members, attendance at such meetings shall be without loss of pay or benefits.

~~**Section 3.** The City, during its new employee orientation, shall inform new employees of the existence of LCEA. The City further agrees to provide to such new employees, an information packet (approved by the City) regarding LCEA, as may be made available to the City Human Resources Department.~~

Section ~~4~~3. The LCEA president and/or designated representative will be granted a maximum of one hundred fifty (150) hours with pay per contract year for the purpose of representing members of the bargaining unit during grievances, disciplinary hearings or other administrative conferences.

Section ~~5~~4. It is the exclusive privilege of the LCEA to select the individuals that will be representing the interests of the LCEA for any formal committees, sponsored or created by the City in writing, to which the LCEA has designated representatives.

Section ~~6~~5. When authorized by the Union to attend specific Union functions, elected or appointed representatives of the local Union may be granted time off without pay by their supervisors to attend such functions. Requests to the supervisor must be made in writing at least three working days in advance of the function. To be qualified, the function must be nonpolitical, away from City property and unrelated to Union recruiting activities. No requests for such leave shall be unreasonably withheld. Leave authorized under this section shall be limited to one hundred fifty (150) hours per contract year distributed among all elected or appointed representatives.

ARTICLE 8 - DISCIPLINE

Section 1. An employee may be placed on disciplinary probation not to exceed ninety (90) calendar days. The disciplinary probation provided herein, may be given in conjunction with any other disciplinary action for the incident which resulted in disciplinary probation.

Section 2. Upon written request from an employee, the City shall remove from an employee's Personnel and employing department's files, any and all disciplinary actions, except suspension and dismissal, more than one (1) year old.

Section 3. Upon being informed that an employee has been accused of behavior which, if substantiated, would be cause for dismissal, the Department Head shall have the option of suspending an employee without pay for a period not to exceed thirty (30) calendar days for the purpose of investigation of the accusation, provided that if after investigation the Department Head determines to dismiss the employee, they shall give written notice of the dismissal and, if after investigation, the Department Head determines that the accusation cannot be substantiated or does not constitute cause for dismissal, the employee shall be reinstated and awarded back pay for any portion of the suspension time not imposed as disciplinary action.

Section 4. At least three (3) business days (Monday-Friday) ~~working days~~ prior to any pre-disciplinary meeting, the employee shall be provided written notice which sets forth an explanation of the nature of the allegations against the employee and a detailed explanation of the evidence in the possession of the City supporting such allegations. The employee shall have the right to the presence of an attorney or union representative at the pre-disciplinary meeting. The City shall not discipline an employee without just cause, and shall recognize and employ progressive discipline when possible. When imposing progressive discipline, the nature and severity of the infraction shall be considered along with the history of discipline and performance contained in the employee's personnel file. If management decides to impose disciplinary action following a pre-disciplinary meeting, notice of such disciplinary action shall be issued to the employee and his/her representative within seven (7) working days of the pre-disciplinary meeting except by mutual agreement.

Section 5. If no disciplinary action is taken after an investigative suspension, the City shall remove all documentation related thereto from the employee's personnel file.

Section 6. Any disciplinary action must be initiated within one (1) year after the City becomes aware of the incident providing the basis for the disciplinary action.

Section 7. In preparation for a pre-disciplinary meeting, an employee shall have the right to access his or her work computer and city email account to retrieve any information necessary to his or her defense.

Section 8. When an employee has been disciplined or faces possible disciplinary action at a level greater than a reprimand, a designated Union officer or steward shall be allowed to review such employee's personnel file upon written request to the Human Resources Director (or his designated representative) and the provision of written authorization from the employee requesting the file review.

Section 9. An employee shall not be subject to multiple levels of discipline for the same act or offense arising from the same facts.

Section 10. "Discipline" shall be defined as any action taken by the employer to correct or improve employee performance or behavior which results in any documentation placed in an employee's files, including, but not limited to, oral warnings or counselings which are memorialized in writing, written warnings or counselings, reprimands, disciplinary probations, demotions, suspensions and terminations. It shall not be necessary to conduct a pre-disciplinary meeting prior to the consideration or issuance of discipline at any level less than reprimand, disciplinary probation, demotion, suspension or termination.

Section 11. Disciplinary actions of disciplinary probation, demotion, suspension or termination may be appealed to step 2 of the grievance procedure.

Section 12. Disciplinary actions of a reprimand may be appealed to the Human Resources Director.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. To supplement Section 2.76.475 of the Lincoln Municipal Code, Personnel System:

Step 1. The aggrieved employee shall present in writing his grievance to his Department Head within fifteen (15) working days from the date on which the employee became aware of or should reasonably have been aware of the incident giving rise to the grievance. The Department Head shall render a written decision to the aggrieved employee within fifteen (15) working days from the receipt of the grievance.

Step 2. If the grievance is not resolved under Step 1, the employee may request a hearing before the Personnel Board by notifying the Human Resources Director in writing, within fifteen (15) working days from the date of the written decision in Step 1. Upon such written notification, the Human Resources Director shall arrange for a hearing before the Personnel Board within thirty (30) working days from the date of request as described in this step.

The Personnel Board's scope of review shall be to determine whether or not term(s) of this Agreement, City personnel policies, Department rules and regulations, Charter or Lincoln Municipal Code has/have been violated, and whether the action was taken for good cause. Personnel Board hearings shall be informal and the rules of evidence shall not apply. The parties may be represented as they choose at Personnel Board hearings. In cases involving discipline, the City shall present its case first, and in all other cases the grievant shall present his/her case first. The Personnel Board may interpret relevant provisions of this Agreement, City personnel policies, Department rules and regulations, Charter or Lincoln Municipal Code, but the Personnel Board shall have no authority to add to, subtract from, or in any way modify the terms thereof. The Personnel Board shall have the authority to order reinstatement and to award back pay, or otherwise modify disciplinary actions.

Step 3. If either party is dissatisfied with the Personnel Board decision, it may appeal to a court of competent jurisdiction within Lancaster County, Nebraska.

Section 2. A grievance may be initiated and prosecuted by the City with regard to actions by employees represented by the LCEA which are violations of this Agreement by the filing of such grievance in writing with the designated representative of LCEA. Notice shall be given by registered mail. Within thirty (30) days of the date of delivery of such grievance, the designated representative of the LCEA and the City, through its designated representative, shall arrange for a meeting in order to discuss the grievance. The designated representative of the

LCEA shall provide the City, or its designated representative, with a written answer to the grievance within fifteen (15) working days after the conclusion of such a meeting. If satisfactory settlement is not reached under this procedure, the City may file a notice of its intention to request a hearing before the Personnel Board if such notice is filed with the designated employee representative within fifteen (15) working days after receipt of the LCEA's answer as provided for in section. The procedure before the Personnel Board shall be as set out in Step 2 contained herein.

Section 3. Both parties must provide the other party with a listing of all exhibits to be introduced at the hearing, a copy of each exhibit and a listing of individuals that the party plans to call as a witness in the Personnel Board hearing seven (7) calendar days prior to the hearing. Either party at any time after the filing of the grievance or appeal may request documents relevant to the grievance or appeal. In case of disputes the Human Resources Director may decide if documents must be provided.

Section 4. **Subpoenas.** Upon written request to the secretary of the Personnel Board (Human Resources Director) by the City, a grievant, appellant or of the parties' attorneys, the secretary shall cause to be prepared a subpoena to be issued by the Board Chair or Vice-Chair directing the attendance of the named witnesses or the production of books and records. The requesting party or its representative is responsible to serve the subpoenas on the person(s) sought to be witnesses or upon the party from which the production of books and records is sought. All costs associated with the preparation, issuance and service of a subpoena shall be borne by the requesting party. The parties shall not be required to serve subpoenas by the process set out in statute, but may serve them in person or by first class U.S. mail. No written request for the preparation or issuance of a subpoena shall be honored unless such written request is received by the secretary not less than six (6) calendar days prior to the date upon which the matter is to be heard by the Board. The subpoena shall be served not less than forty-eight (48) hours prior to the commencement of the Personnel Board meeting.

Section 5. Employees who are subpoenaed to attend a Personnel Board hearing shall be granted time off from their assigned duties to appear, and all hours in attendance shall be considered work time.

Section 6. In all grievances and appeals where the Union is representing an employee, the employer shall not discuss the grievance or appeal with the employee without the Union present.

Section 7. The City shall, upon receiving a written request from the appellant or representative, provide to the appellant a redacted abstract of the employer's disciplinary records concerning the same or similar

committed by employees represented by LCEA in the same within the last three years and the type of punishment administered, if any. LCEA agrees to maintain the confidentiality of the information provided and to indemnify and hold the City harmless against all for liability or damage which may arise from providing the requested pursuant to this section.

ARTICLE 10 - PROMOTION, TRANSFER, REALLOCATION, DEMOTION

Section 1. **PROMOTION** In the event of a promotion, the rate of the promoted employee shall be increased to that step in the higher pay range next above the employee's rate of pay prior to promotion which results in at least a 2.75% increase for employees in pay ranges prefixed by “C” or at least a 3.25% increase for employees in pay ranges prefixed by “A”. More than a one step increase in pay upon promotion may be awarded if a Department Head submits a written request outlining reasons for such action for approval by the Human Resources Director. Under no circumstances shall a promoted employee's rate of pay exceed the maximum rate established for the higher pay range.

A promotion of any regular employee shall start a promotion probationary period of six (6) months in the higher classification. A promotion of any employee during his probationary period shall have the effect of ending the probationary period in the former classification and on the date of the promotion shall start a promotion probationary period of six (6) months in the higher classification.

Prior to the completion of the promotion probationary period, a performance appraisal shall be completed on the promoted employee. The employee will be eligible for a one-step increase. Under no circumstances shall the amount of the promotion probation increase exceed the maximum rate of the employee's pay range. Such increase shall be effective the first full pay period following the established eligibility date for completion of the promotion probationary period. Upon successful completion of the promotion probationary period, a new eligibility date will be established which shall be one year from the date of the completion of the promotion probationary period. If an employee fails to successfully complete the promotion probationary period, the employee shall retreat to his former classification, and rate of pay. The date of the retreat shall be used to establish a new eligibility date, which shall be one (1) year from the date of the retreat.

Section 2. **TRANSFER** In the event of transfer to another position with the same maximum rate, the employee's rate of pay will remain unchanged at the time of transfer.

Section 3. **REALLOCATION TO A HIGHER PAY RANGE** In the event a position is reallocated to a classification which has a higher maximum pay range, the reallocated employee shall be paid at the minimum rate of the higher pay range, or at the next higher step in the new pay range next above the employee's rate of pay prior to reallocation. Such

increase should result in at least a 2.75% increase for employees in pay ranges prefixed by "C" or at least a 3.25% increase for employees in ranges prefixed by "A". The effective date of the reallocation shall be used to establish a new eligibility date, which shall be one (1) year the date of the reallocation.

In the event a classification is reallocated to a higher maximum pay range, the employee in the classification shall be paid at the minimum rate of the new pay range, or at the next higher step in the new range above the employee's present rate of pay, whichever is greater. Such increase should result in at least a 2.75% increase for employees in pay ranges prefixed by "C" or at least a 3.25% increase for employees in pay ranges prefixed by "A". The effective date of the reallocation shall be used to establish a new eligibility date, which shall be one (1) year from the date of the reallocation.

Section 4. **REALLOCATION TO A LOWER PAY RANGE** In the event a position is reallocated to a classification which has a lower maximum pay range, the employee concerned shall normally be paid at the same rate of pay in the lower pay range. If the employee's rate of pay exceeds the maximum rate of the lower pay range, the employee's rate of pay shall be frozen (red-circled) until such time that the maximum rate, through general increases, makes sufficient upward movement so that it exceeds the employee's rate of pay. When the maximum rate meets or exceeds the employee's frozen (red-circled) rate through general increases, the employee's frozen rate of pay shall then increase to the maximum rate, and be eligible for all future increases, providing that such increases do not cause the pay rate to exceed the maximum rate.

In the event a classification is reallocated to a lower maximum pay range, the same provisions shall apply as have been established for the reallocation of a position to a lower pay range.

Section 5. **DEMOTION** In the event of a demotion (other than through reallocation as defined in Section 3 above), whether voluntarily or involuntarily, the rate of the demoted employee shall be decreased at least one step or 2.75% if in a pay range prefixed by "C" or 3.25% if in a pay range prefixed by "A" below the employee's rate of pay prior to demotion. Under no circumstances shall a demoted employee's rate of pay exceed the maximum rate of pay in the lower pay range. Approval to reduce the employee's rate of pay more than one step, either 2.75% or 3.25%, may be allowed if a Department Head submits a written request outlining the reasons for such action for approval by the Human Resources Director. The effective date of the demotion shall be used to establish a new eligibility date, which shall be one (1) year from the date of the demotion.

Section 6. **APPEAL OF ALLOCATION** An employee may appeal the allocation of the employee's position to the Personnel Board within fifteen (15) working days following the receipt of the result of a position audit if the employee's position is downgraded to a class with a lower maximum pay range.

An employee whose position allocation results in the position the same shall have the right to request a formal reconsideration by the Human Resources Director or the Director's designated representative knowledgeable about such matters. There shall be no right of appeal from the reconsideration to the Personnel Board.

ARTICLE 11 - TEMPORARY ASSIGNMENT/PROMOTION TO A HIGHER CLASSIFICATION

Section 1. Any regular, nonexempt employee, in a pay range prefixed by "C", who is temporarily assigned to work in a budgeted position (with a pay range prefixed by "C") which is temporarily vacant and has a higher maximum salary than the maximum salary of such employee's regularly assigned class and who actually works at least eight (8) consecutive hours in the higher classification shall be compensated at the minimum rate established for the higher class, or at the next higher step in the higher class which results in at least 2.75% increase above the employee's current rate of pay, whichever is greater. All out of class work shall be assigned in writing by the Department Head or their designee, either prior to the initiation of the work, or the Department shall provide the employee a written record of the assignment within seventy-two (72) hours of the initiation of the work on a form prescribed by the City; and

The authorization must empower the employee to perform the full range of duties of the out of class work, even though the employee may not perform the full range of duties; out of class work shall also include when an employee is assigned to operate specific equipment outlined in the higher classification.

Section 2. Any regular, exempt employee, in a pay range prefixed by "A", may be temporarily promoted to fill a budgeted position (with a pay range prefixed by "A") which is temporarily vacant and has a higher maximum salary than the maximum salary of such employee's regularly assigned class. Such temporary promotion must first be approved in writing by the Human Resources Director only after the Department Head demonstrates that the employee is qualified for the vacant position. Once granted, the employee must actually perform the duties of the vacant position and shall be paid at the next higher step above the employee's current rate of pay which results in at least a 3.25% increase, or at the minimum rate of the established range of the vacant position, whichever is greater. Any increase in pay greater than two steps must be approved in writing by the Human Resources Director. No temporary promotion shall be granted for less than forty (40) hours or continue longer than one year from the date of the original assignment and approval by the Human Resources Director, unless specifically authorized by the Human Resources Director for a longer period of time.

Section 3. Any regular, nonexempt employee, in a pay range prefixed by "C", be temporarily promoted to fill a budgeted, exempt position (pay range

prefixed by "A") which is temporarily vacant and has a higher maximum salary than provided by such employee's current pay range. Such temporary promotion must first be approved in writing by the Human Resources Director only after the Department Head demonstrates that the employee is qualified for the vacant position. Once granted, the employee must actually perform the duties of the vacant position and will be treated as an exempt employee. The employee shall be paid at the rate of at least the next higher step above the employee's current rate of pay, or at the minimum rate of the established range of the vacant position, whichever is greater. However, any increase in pay greater than one step must be approved writing by the Human Resources Director. Such temporary promotion shall be for at least forty (40) hours, and may not extend longer than year from the date of approval by the Human Resources Director, specifically authorized by the Human Resources Director for a longer period of time.

Section 4. Regular employees, including employees who are temporarily promoted or who are in an acting capacity in any of the represented classifications for a period of six months or longer, shall annually be eligible for merit increases of either 2.75% or 3.25% depending on whether the employee is temporarily promoted or acting in a pay range prefixed by “C” or “A”; provided, however, that upon the employee's return to the employee's former classification, any merit increase earned while temporarily promoted or in an acting capacity shall be applied to the employee's rate of pay which existed prior to the employee's temporary promotion or permanent placement in an acting capacity.

Section 5. In the event an employee is temporarily assigned to a higher classification or is temporarily promoted to a higher classification, and requests and receives approval for paid leave, such paid leave shall be compensated at the employee's rate of pay prior to said assignment. This section shall apply to temporary assignments or temporary promotions of less than thirty (30) days.

Section 6. A nonexempt employee, who works a full week in an exempt classification, is not eligible for overtime compensation for extra hours worked.

Section 7. No LCEA bargaining unit positions shall be occupied by non-LCEA employees for a period exceeding six months.

Section 8. No temporary assignment shall last for longer than nine (9) months to delay hiring of a vacant position.

ARTICLE 12 - HOURS OF WORK

**Please see Article 5 for Communications Center Hours of Work*

Section 1. Eight (8) or ten (10) consecutive hours, exclusive of lunch, shall constitute a day's work and forty (40) working hours shall constitute a week's work. A week is hereby defined as the period of Thursday through the following Wednesday.

Section 2. When possible, an employee will receive two (2) or three (3) consecutive days off at the end of their work week depending upon either eight (8) or ten (10) hour shifts.

Section 3. Seniority will be the basis for the determination of shifts and days off within a department. All shift and days off that are in positions that operate on a twenty-four (24) hour basis, or any second or third shift within an employee's department shall be assigned based on an annual bid submitted by such employees in that department on the basis of seniority. The bid will take place on the first Wednesday following the first Tuesday of December of each year. The positions shall take effect beginning with the start of the first full pay period of January of the following year. The department must post the shift schedule at least 30 days prior to the bid date. When it can be demonstrated that specialized skills or requirements are needed the City may assign an employee's shift and days off as needed.

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

Thirty days prior to the date of the bid, the Department Head shall publish the current Seniority list, and shall identify all positions within an employee's division, which shall include each shift, job classification, and days off for each position to be bid. The Department shall include in this information the date of the bid, and the time that the employee shall be available to make their bid, as discussed below.
The bidding shall begin at 9:00 a.m. on the day that the bidding shall take place. At 9:00 a.m. on that day, the Department shall contact the first person on the Seniority list with the available positions (including shifts and days off) and that person shall have the opportunity to select their shift and days off.

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

are to place their bid, and the Department shall make the contact with the employee by telephone.

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

Management shall have the right to assign shift and days off to any new employee who is in training and to assure adequate experience throughout the 3 shifts. In the interest of staff training and development, the department retains the right to assign or reassign any employee with less than two years experience in their class.

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

The division supervisor will post the notice of the mini bid, the vacant position(s), date and time of the mini bid and the seniority list a minimum of 14 days prior to the mini bid date. Any employee who wishes to be included in the mini bid shall notify the unit manager four (4) days before the mini bid occurs.

The bidding shall begin at 9:00 a.m. on the day of the mini bid and will otherwise comply with the yearly bidding procedure.

The positions that were posted and being bid on will not be altered in anyway. During the mini bid process as one position becomes vacant the newly vacated position will be available to the employees participating. Employees participating may pass on their bid and remain in their current position instead of bidding on a new position. Management has the right to end the mini bid at any time upon a showing of a legitimate reason related to the operational needs of the division.

Section 4. The Department Head or his designated representative reserves the right to utilize flex time in scheduling employees provided that at least forty-eight (48) hours notice is given the affected employee(s) and further provided that such schedule or shift change will not last more than forty (40) working hours.

Section 5. Employees in classifications with pay ranges prefixed by "A" are deemed exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and presumed to be paid for a complete job. However, the City recognizes that many of these employees are required to work irregular hours and may in some departments work in excess of forty (40) hours in a work week or eighty (80) hours in a pay period on a consistent basis. Therefore, the City supports the concept of a flexible working schedule for employees in these classes where and when it can be implemented by Department Heads in a manner which improves or insures the delivery of adequate and necessary services to the community. Department Heads are encouraged to utilize discretion and good judgment when allowing employees in these classes a flexible time to work in lieu of paid vacation or personal leave time. Employee requests to make flexible work arrangements shall not be unreasonably denied.

Section 6. **REST PERIODS** There shall be allowed one fifteen (15) minute rest period during each one-half (½) shift of the work day. The rest period shall be scheduled at the approximate middle of each one-half (½) shift whenever possible. The rest period may also be scheduled at other times in each one-half (½) shift if service would be adversely affected by taking the rest period in the approximate middle of the one-half (½) shift. Employees working nonconsecutive one-half (½) shifts that are worked either on the same day or on different days shall be allowed the same number of rest periods as those employees who work a regular work day. Employees who for any reason work beyond their regular quitting time into the next shift shall be granted the regular rest periods that occur during the shift.

Section 7. **SNOW EMERGENCY** The City will be open on all regularly scheduled work days. If an employee is unable to arrive at the work site because of an official snow emergency, the lost work time must be accounted for through vacation, personal holiday or unpaid leave.

Section 8. City employee social security numbers shall be kept confidential and not be printed on forms (such as timesheets) that are seen, or to, anyone other than the Department Head, supervisor, departmental personnel clerk, and the employee.

ARTICLE 13 - OVERTIME

Section 1. Work performed by non-exempt employees in excess of forty (40) hours per work week (Thursday through the following Wednesday) shall be compensated at the rate of one and one-half (1 ½) times the hourly rate of the employee. Overtime shall be paid only for those hours actually worked with the exception that for employees who are not scheduled to work on a holiday, the legal holiday time not worked will be added to the employee's regular schedule to determine hours worked for overtime purposes. In calculating overtime pay, the employee shall be paid in accordance with the Fair Labor Standards Act with the exception that vacation and personal holiday hours shall count toward hours worked for the computation of overtime.
Overtime hours worked by employees whose regular duties include snow removal and who work in conjunction with snow removal shall be compensated at the rate of one and one-half (1 ½) times the regular hourly rate of the employee, regardless of whether the employee has taken any paid leave during the same pay week in which the snow removal overtime was worked. Work done in conjunction with snow removal by employees in positions which do not normally require snow removal as a regular duty shall be on a voluntary basis only and such work shall be paid a flat rate amount as set forth annually in an Executive Order of the Mayor. The flat rate amount for volunteers engaged in snow removal work shall be no less than such employee's regular hourly rate of pay for the work of the employee's normal job duties.
When a non-exempt employee is required to attend meetings or training sessions during the employee's off-duty time, and such time does not merge with the employee's scheduled hours of duty, such employee shall be compensated at the rate of one and one-half (1 ½) times the employee's hourly rate for the actual number of hours attended.

Section 2. A reasonable effort shall be made to distribute overtime as equitably as possible among eligible employees.

Section 3. **CALL BACK.** Employees entitled to overtime pay who are called back and physically report to work for emergency duty, as determined by the Department Head or his designee, shall be paid at the overtime rate for their position classification, with a minimum of two (2) hours pay.

Section 4. 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
The work related telephone calls or work related home contacts must from a supervisor and authorized by a Division Manager. No overtime

will be allowed for calls or home contacts initiated by anyone other those mentioned in this Section.

Section 5. **ON-CALL.** Employees entitled to overtime pay who are officially assigned to be on-call during their normal work week shall receive one (1) hour of pay at their regular hourly rate of pay for each eight (8) hour period of on-call or fraction thereof.

Section 6. In lieu of payment for overtime hours worked, the employee may opt take compensatory time off, at the rate of one and one-half (1 ½) hours of compensatory time for each overtime hour worked. If a department has pressing staffing coverage needs at the time compensatory time off is requested, compensatory time off may be temporarily denied or postponed. The maximum accrual of compensatory time shall be forty (40) hours. An employee, upon separation from City service, shall be compensated for accrued compensatory time in cash.

ARTICLE 14 - LEAVE PROVISIONS

(To supplement pertinent sections of the Lincoln Municipal Code.)

Accrued leave time shall be available for use at the end of the pay period at 2359:59 Wednesday night.

Section 1. A. **SICK LEAVE** Sick leave shall be earned by each employee in a classified position at the factored hourly equivalent of eight (8) hours for each full month of service. Earnings shall be computed only for those hours when an eligible employee is in a pay status, excluding overtime. Sick leave shall be earned but not granted during the first six (6) months of employment after original appointment.

B. **WHEN TAKEN** Sick leave will be paid only when an employee is unable to perform work duties due to actual personal illness, for periods of time during which no injury leave or workers compensation benefits are payable, bodily injury, pregnancy, disease, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty, or to keep a medical or dental appointment, blood donations and for no other reason. Sick leave with pay is intended to be paid on account of sickness rather than a continuation of salary.

Sick leave must be earned before it can be granted, and advancing sick leave is prohibited. Employees may utilize no more than their accrued balance of sick leave. When an employee finds it necessary to be absent for any of the reasons specified herein, the employee shall cause the facts to be reported to the Department Head in accordance with departmental rules and regulations.

An employee must keep the Department Head informed of the employee's condition. This shall be on a daily basis unless waived by the Department Head or a designated representative. An employee may be required by the Human Resources Director to submit a medical certificate for any absence. Failure to fulfill these requirements may result in denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave. Sick leave shall not accrue during any period of leave of absence without pay.

C. **FAMILY ILLNESS** An employee shall be granted time off for a maximum of eighty (80) hours per calendar year commencing with the first pay period beginning in January for illness in the

immediate family. Immediate Family is defined in the Definitions section of the contract. Such time off will be deducted from the employee's accumulated sick leave. Upon written request, the Human Resources Director may waive the eighty (80) hour limit after reviewing the individual circumstances in support of the request. For purpose of this section, death of an employee's spouse shall not terminate the employee's in-law relationship with the spouse's family unless the employee has remarried.

D. **ACCUMULATED SICK LEAVE** The accrual of unused sick leave hours is unlimited.

E. **UNUSED SICK LEAVE** Upon retirement from the City service or upon a reduction in force, an employee or the employee's beneficiary in the case of death shall be paid twenty-five percent (25%) of the employee's accumulated unused sick leave in cash, with the rate of payment based upon the employee's regular hourly rate of pay at the time the employee retires, dies or is subject to a reduction in force. In addition, upon retirement, death or reduction in force, twenty-five percent (25%) of the employee's accumulated unused sick leave, with the rate of payment based upon the employee's regular hourly rate of pay at the time of retirement, death or reduction in force, shall be paid into the employee's PEHP premium account. Upon resignation, the employee shall be paid thirty-five percent (35%) of the employee's accumulated sick leave in cash with the rate of payment based upon the employee's regular pay at the time of separation.

Section 2. **PREGNANCY LEAVE** Pregnancy leave shall be handled in the same manner as any other personal illness. An employee shall expend accrued sick leave while unable to perform her duties as verified by a physician's statement. The City shall conform to all requirements of the Family and Medical Leave Act (FMLA). Whether or not the employee qualifies for FMLA, she shall obtain a physician's certification of her fitness to return to work.

If an employee wishes to use vacation leave prior to or immediately following pregnancy leave, the rules governing vacation leave with pay shall apply (Section 2.76.395).

Leave of absence, as set forth in Section 2.76.400, may be approved in conjunction with the above use of sick leave.

Section 3. **BEREAVEMENT LEAVE** In the case of the death of the employee's spouse, parent, step parent, sibling, child, step-child, mother-in-law, father-in-law, grandparent, great grandparent, grandchild, great grandchild, or in the case of the death of any other relative residing in

the immediate household of a regular employee, the employee shall be allowed four (4) days (thirty-two hours) bereavement leave with pay without deduction from the employee's pay or accumulated sick leave. In addition, the employee may be allowed to use up to two (2) days (sixteen hours) of the employee's accumulated sick leave in the case of the death of any above designated persons. Bereavement Leave may be taken non-consecutively with approval from the Department Head or Human Resources Director when circumstances warrant.

In the case of the death of the employee's or employee's spouse's daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, employee's spouse's grandparents, or foster child residing in the immediate household of the employee, the regular employee shall be allowed two (2) days (sixteen (16) hours) bereavement leave with regular pay without deduction from the employee's pay or accumulated sick leave. Further, the employee may also be allowed to use up to three (3) working days (twenty-four (24) hours) of the employee's accumulated sick leave in the case of death of any of the above-designated persons.

For purpose of this section, death of an employee's spouse shall not terminate the employee's in-law relationship with the spouse's family unless the employee has remarried.

A regular employee may be allowed up to two (2) hours of bereavement leave to attend the funeral of a currently employed co-worker or former co-worker, provided however, that such permission is granted by the employee's Department Head or their designated representative.

Section 4. **VACATION LEAVE** An employee shall earn vacation leave with pay according to the following schedule:

A. After original appointment — at the factored hourly equivalent of eighty-eight (88) hours per year.

B. After five (5) years of service — at the factored hourly equivalent of one hundred twenty (120) hours per year.

C. After ten (10) years — at the factored hourly equivalent of one hundred thirty-six (136) hours per year.

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

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

F. After twenty (20) years of service — at the factored hourly equivalent of one hundred ninety-five (195) hours per year.

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

The Department Head may require that vacation leave be taken not less than one (1) hour at a time. For the purpose of determining years of service for vacation leave, years of service will be computed following the most recent date of appointment and shall continue as depicted in items A through F. Vacation leave shall not accrue during a leave of absence without pay. Vacation leave shall be earned but will not be granted during the first six months of employment after original appointment.

An employee may accumulate vacation leave to a maximum of eighty (80) hours over and above the employee's maximum annual earning rate. 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 eighty (80) hours over and above the employee's maximum earning rate.

ARTICLE 15 - HOLIDAYS

(To supplement pertinent sections of the Lincoln Municipal Code.)

Section 1. **NON-SHIFT EMPLOYEES** Authorized Holidays. The following and, in addition, any other days that may be designated by the Mayor are paid holidays for employees: Labor Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day.

In addition, the City will provide two (2) non-cumulative personal holidays (16 hours) to all eligible employees each payroll fiscal year. These holidays may be taken at any time during the year provided the days selected by the employee have the prior approval of the appointing authority. ~~These holidays may be taken by the employee in increments of not less than two (2) hour blocks, unless necessary to exhaust the bank.~~

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday; whenever a holiday falls on Saturday, the preceding Friday shall be considered a holiday. Holidays which occur during a vacation, sick, funeral, or injury leave shall not be charged against that leave. An employee must be in a pay status the normal hours scheduled the day before and the normal hours scheduled the day after the authorized holiday in order to be eligible for holiday pay.

Employees who are scheduled to work and who actually work on an authorized holiday, shall be paid two (2) times the hourly rate for such hours worked in addition to holiday pay. All hours worked on the holiday, within an employee's regular scheduled work week, shall be used in computation of weekly overtime; provided, that an employee shall not be paid time and one half twice on the same hours..

Section 2. **SHIFT EMPLOYEES** Employees who are scheduled to work and who actually work on an authorized holiday, and who work in a seven day a week or twenty-four hour a day operation, shall be paid two (2) times the hourly rate for such hours worked in addition to the normal holiday pay. Holidays which occur during a vacation, sick, funeral, or injury leave shall not be charged against that leave. An employee must be in a pay status the normal hours scheduled the day before and the normal hours scheduled the day after the authorized holiday in order to be eligible for holiday pay.

Authorized holidays for shift employees are the following and, in addition, any other days that may be designated by the Mayor are paid holidays for employees: Labor Day, Veterans Day (November 11th), Thanksgiving Day, Day after Thanksgiving, Christmas Day (December 25th), New Year's Day (January 1st), Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, and Independence Day (July 4th).

In addition, the City will provide two (2) non-cumulative personal holidays (16 hours) to all eligible employees each payroll fiscal year. These holidays may be taken at any time during the year provided the days selected by the employee have the prior approval of the authority. ~~These holidays may be taken by the employee in increments of not less than two (2) hour blocks, unless necessary to exhaust the bank.~~

ARTICLE 16 - HEALTH CARE AND LIFE INSURANCE

Section 1. **HEALTH** The City shall contract annually with one or more health insurance carriers to provide a group health care plan. If an employee elects single coverage, the City shall contribute ninety~~-five~~ percent (~~95~~90%) of the monthly cost of coverage and the employee's contribution shall equal ten ~~five~~ percent (~~5~~10%) of the monthly cost of coverage. If an employee elects 2/4 party or family coverage, the City shall contribute an amount equal to eighty-~~four~~ six percent (~~84~~86%) of the monthly cost of coverage and the employee's contribution shall equal ~~sixteen~~ fourteen percent (~~16~~14%) of the monthly cost of coverage. The Health Care Plan design shall be in accordance with Appendix "D". The percentage rate shall not change during this agreement. Actual monetary payment changes shall be effective with the insurance renewal date.

Section 2. Existing benefits shall not be changed except by mutual agreement of the parties.

Section 3. **DENTAL** Employees will be eligible to be covered under the dental plan. The City will pay ninety-eight percent (98%) of the monthly cost of single coverage and the employee will pay two percent (2%) of the monthly cost of coverage. The City will pay sixty-three percent (63%) of the monthly cost of 2/4 party or family coverage and the employee will pay thirty-seven percent (37%) of the monthly cost of coverage. The percentage rate shall not change during this agreement. Actual monetary payment changes shall be effective with the insurance renewal date.

Section 4. **LIFE** The City will provide long-term disability insurance and will provide a $70,000 life insurance policy to all eligible employees.

Section 5. **RETIREE HEALTH INSURANCE**

A. All retired members of the bargaining unit who have not reached Medicare eligibility age (65) may participate in the group health care plan or plans for active City employees provided that each retiree so desiring will execute the required forms in a timely fashion and further provided that each retiree will be required to pay the full cost of such coverage subject to any rate increases which may occur from time to time. Such payments will be made by the retiree to the plan provider or administrator, with no additional obligation on the part of the City.

B. Any new employee hired after September 1, 2008 who subsequently retires prior to reaching Medicare eligibility age (age 65) may participate in the group health care plan or plans for active City

employees, provided that such employee pays 100% of the premium as actuarially determined for those employees in this group.

Section 6. **POST EMPLOYMENT HEALTH PLAN (PEHP)** The City shall provide a Post Employment Health Plan which allows for the accumulation of funds for the future payment of medical expenses and premiums. The PEHP will be considered by both parties to be part of total compensation in the computation of wages and benefits. Effective with this Agreement, the amount of dollars paid into the employee's PEHP universal account by the City on behalf of the employee shall be $25.00 per pay period for each eligible employee.

Additionally, upon retirement, death or reduction in force the employee's sick leave payout into PEHP will be in accordance with the provisions of Article 14, Section 1 (E).

ARTICLE 17 - NON-DISCRIMINATION

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

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

ARTICLE 18 - 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 19 - UNIFORMS AND EQUIPMENT

Section 1. The City shall supply safety glasses to employees who are required to wear safety glasses in the performance of their duties. Safety glasses must be industrial grade safety glasses which meet or exceed the requirements of ANSI Specification Z87.1. All employees who are required to wear safety glasses shall be required to wear side shields, either permanent or snap-on, whenever an eye hazard exists. Solid tinted glasses will not be approved unless required by prescription. Transition lenses may be considered for those employees who primarily work outdoors.

Section 2. The City agrees to pay up to $250 for the purchase of required safety glasses. If an employee requires prescription safety glasses, the cost of the eye examination will be the responsibility of the employee. Employees will be allowed one (1) pair of safety glasses every two (2) years. In the event the safety glasses become lost, or damaged in the course of City business on the job, the employee must present a written request for replacement to the Department Head and Human Resources Director. The replacement of those glasses will be at the discretion of the Department Head and Human Resources Director.

Section 3. An employee who is required to wear safety glasses must present a written request to his immediate supervisor. The supervisor will review the request and forward approved requests to the division supervisor or Department Head accordingly. Requests that are denied will be returned to the employee with an explanation. The employee may submit a second written request to the Department Safety Committee, who will review the matter and forward its recommendations to the division supervisor.

Section 4. The employee must obtain a current prescription and the employee is authorized the use of sick leave not to exceed two (2) hours to accomplish this examination. The employee will obtain a written approval from the Department Head prior to ordering the safety glasses. The employee will present the written approval to the appropriate vendor when ordering. The vendor will contact the appropriate Department Head when the glasses are ready for delivery. The Department Head will then notify the employee who will present himself at the vendor for fitting and pickup.

Section 5. In the event a probationary employee has been issued prescription safety glasses and terminates his employment with the City for any reason during the probationary period, he shall be required to reimburse the City for the cost incurred in the purchase of prescription safety glasses.

Section 6. If, at any time during the term of this contract, a City Department, with the approval of the Mayor, determines that employee uniforms are necessary or required for City employees subject to this contract, the City shall provide any necessary or required uniform at its cost.

Section 7. The City shall pay up to $125 for the purchase of safety boots for any employee who is in a class in the attached list and who is required to wear safety boots on a regular basis or from time to time. This list will be attached in Appendix C.

In the event additional classes are identified as needing safety boots, such classes may be added upon approval of both LCEA and the City.

ARTICLE 20 - TUITION REIMBURSEMENT

All employees covered by this contract are eligible for tuition reimbursement at a rate of one thousand two hundred fifty dollars ($1,250), inclusive of lab fees, per contract year for courses offered by an accredited educational institution. Course work must be work related. The following list of courses is for illustrative purposes only and not all inclusive.

Sciences (i.e. environmental studies, health, lab sciences, etc.)
Math/Accounting
English/Foreign languages
History
Engineering and related courses
Criminal Justice
Public Administration/Planning
Computer Sciences/Technology
Library Sciences
Business/Marketing
Real Estate
Or courses as approved by the Department Head

All courses must be approved in advance by the Department Head. Department Head must reply to request within 30 days from receipt of request of approval of course. The employee must receive a passing grade of "C" or above in the stated courses, or the employee must receive a "pass" if the course is only offered on a "pass/fail" basis. Evidence of completion with a passing grade, and proof of payment for the course, must be received in order for the employee to receive reimbursement.

ARTICLE 21 - REDUCTION-IN-FORCE AND RECALL

In the event a RIF (reduction in force) is necessary, any employee who is laid off and is a member of the retirement plan may withdraw the employee's total contribution without forfeiture of the employee's vested portion of the City's contribution. The vested portion of the City's contribution must remain in the employee's account with the carrier of the retirement plan or roll that vested portion over into an authorized IRA plan.

A. GENERAL CONSIDERATIONS Full-time regular employees do not compete with part-time regular employees and vice-versa. For this purpose, full-time employment means employment in a position which does not normally require less than forty (40) hours work per week. Part-time employees may not retreat into positions which require a greater number of regularly scheduled hours than the employee is normally scheduled to work.

Separation shall be considered to mean any reduction in an employee's normally scheduled work week.

No regular employee shall be separated from any department while there are provisional, probationary, or temporary employees serving in the same class of positions in that department.

B. COMPETITIVE LEVEL The competitive level shall be the class of position to which the employee is regularly assigned (unless the position is highly specialized – a unique set of responsibilities or functions not found in any other job description within that classification and no other person in that class could perform those responsibilities without extensive experience and training) and in which he performs duties a majority of the time while in a pay status.

C. COMPETITIVE AREA The competitive area shall be the Department in which the employee is regularly assigned, and in which he performs duties a majority of the time while in a pay status.

D. RETREAT RIGHTS In the competitive area (Department) an employee may retreat to another class related to the competitive level (such as a class series), if the employee is qualified and has greater City service than an incumbent in the related class. However, the employee will not have retreat rights when the class of position is highly specialized and the employee does not possess the necessary qualifications.

Additionally, the City will permit an employee to retreat into the exact class within the employee's department so long as the employee has previously served at least one (1) year in the exact class.

An employee who has received notice of layoff and who has exercised his right to bump from a classification with pay range prefixed by “A” to a classification with a pay range prefixed by “C” shall not have to compete if further bumping is necessary.

There shall be no retreat rights into bargaining units by non-represented employees and vice versa.

Section 1. PROCESS

A. Whenever a classified position is abolished, or a reduction in force becomes necessary, or an employee is laid off to create a vacancy for an employee moving from a higher classification, layoff shall be in reverse order of continuous service with the City.

B. An employee who has received notice of layoff shall have the privilege of bumping an employee in the same class in his Department with less continuous City service. If there are no employees in the same class with less continuous City service, he may move to the next lower classification in the class family in the employee’s Department. Additionally, the City will permit employees to bump into a different class within the employee’s Department so long as the employee has served at least one (1) year in that class.

C. An employee who is laid off to create a vacancy for an employee moving from a higher classification shall in turn have the privilege of moving to the next lower classification within the class family for which he is qualified, within the employee's Department, whether or not a vacancy in such lower classification exists.

D. In no case shall an employee with greater continuous City service be laid off to create a vacancy for an employee with less continuous City service.

Section 2. NOTICE Once the Mayor's budget is released to the City Council, any position unfunded or not in the base budget, the affected employee(s) in the position(s) will be notified as soon as practicable. However, in no event shall an employee receive a written notice less than ten (10) working days as per LMC 2.76.470 prior to effective date of the RIF. Employees will also be given written notice of their right to appeal such action to the Personnel Board. This appeal must be filed in writing within ten working days of receipt of the written notice of a reduction-in-force.

Employee notification will be made jointly by the Department Head and the Human Resources Director.

Employees who are notified according to the above procedure must notify the Human Resources Director of their decision to exercise retreat rights within three (3) working days of the receipt of such notification.

Section 3. **RECALL** In accordance with the provisions of Section 2.76.470(a) and Section 2.76.305, LMC, employees who are subject to a reduction in force shall be placed on re-employment lists. An employee desiring to be placed upon a reemployment list should submit a request in writing to the Human Resources Department.

Employees who elect in writing to have their name placed on a recall list for the class of the position from which laid off, shall be responsible for making their current address available to the City-County Human Resources Office. Recall shall be in reverse order of layoff and shall expire two (2) years from the effective date of the layoff or separation. An individual offered recall to a vacancy in the class of the position from which laid off, has the right to refuse the offer and remain on the recall list up to two (2) years. Recall lists shall be utilized City-wide and shall not be applicable only to the Department from which the employee was laid off.

A recalled employee shall have his service time computed back to his original date of employment minus the time not employed.

An employee who is laid off, and is later recalled within two (2) years, shall have available upon his return such unused sick leave accrual as he may have earned up to the time of his departure. Further, accrual rates for vacation and sick leave will be established at a level based upon the revised service time. An employee who is recalled, is eligible for enrollment in the health, dental and life insurance programs without waiting periods and reinstatement in the retirement program.

ARTICLE 22 - LABOR MANAGEMENT MEETINGS

Section 1. To promote communication and problem resolution between the City and the membership of the union, the Human Resources Director, Compensation Manager and other representatives determined appropriate by the City shall meet on an “as needed” basis with the Executive Officers of the Union and other representatives determined appropriate by LCEA to discuss or resolve current issues.

Section 2. Labor Management meetings may be requested by LCEA or by the City. The time and place of each meeting will be mutually agreed upon in advance of the meeting. At least one week's notice shall be provided for each meeting.

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

ARTICLE 23 - PENSION AND RETIREMENT

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

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

Section 3. **EMPLOYER CONTRIBUTIONS**

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

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

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

ARTICLE 24 - VOLUNTARY DEFERRED COMPENSATION PLAN

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

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

Section 3. **EMPLOYER CONTRIBUTIONS**. An employee hired in accordance with section 2 who elects to make a voluntary contribution, in an amount determined by the employee, to the City's Deferred Compensation Plan offered by an approved 457 plan provider shall receive a City contribution in an amount equal to the employee contribution not to exceed 0.50% of the employee's bi-weekly pay. The combined employee and employer contribution shall not exceed maximum allowable annual amount as determined by the Internal Revenue Service.

ARTICLE 25 - VOLUNTARY ELECTIVE SCHEDULE

A regular employee who is eligible to retire may elect with the Department Head's approval an alternative schedule as follows: The employee may elect to reduce their hours for up to twelve months from 40 to 36 per week or from 40 to 32 hours per After the twelve month period, the employee must retire. Employees who request and are granted these hours will continue to earn vacation and sick leave the same as they were full-time. An employee that elected the Voluntary Elective Schedule prior to August 14, 2014 shall be allowed to continue in the program until such time as the employee chooses to retire. Employees classified as exempt may only reduce their hours if their wages do not go below the FLSA exempt salary threshold.

ARTICLE 26 - DURATION OF AGREEMENT

This Agreement shall be in effect as of August ~~14~~ 11, ~~2014~~ 2016, and shall remain in effect until the 31st day of August, ~~2016~~ 2018. In the event either party desires to modify this Agreement or any part thereof, it shall notify the other in writing no later than the first day of February, ~~2016~~ 2018. Prior to the first meeting, all proposals in completed form which denote changes or additions underscored and deletions struck through, must be submitted to the City by LCEA and to LCEA by the City. This contract shall coincide with the City's biennial budget.

Executed by the City on the _____ day of _____, ~~2014~~ 2016.

ATTEST:

CITY OF LINCOLN, NEBRASKA
a municipal corporation

_____
City Clerk

_____
Mayor

ATTEST:

Lincoln City Employees Association

_____
Secretary

_____
President

APPENDIX C

Classes Eligible for Safety Boot Payment

CLASS CODE	CLASS TITLE
2001	ASSOCIATE ENGINEERING SPECIALIST
2002	ENGINEERING SPECIALIST
2003	SENIOR ENGINEERING SPECIALIST
3028	URBAN SEARCH & RESCUE SPECIALIST
3692	ANIMAL CONTROL FIELD SUPERVISOR
5010	LABOR SUPERVISOR I
5016	LANDFILL GATEHOUSE SUPERVISOR
5017	ASST. SUPERINTENDENT OF SOLID WASTE OPERATIONS
5021	ENVIRONMENTAL COMPLIANCE TECHNICIAN – SOLID WASTE
5022	SOLID WASTE OPERATIONS SUPERVISOR
5107	MAINTENANCE SUPERVISOR
5118	LEAD MECHANIC
5301	UTILITY PLANT TECHNICIAN
5302	SENIOR UTILITY ENGINEERING SPECIALIST
5304	TELEMETER CONTROL TECHNICIAN
5307	WASTEWATER TREATMENT PLANT OPERATOR
5309	PROCESS CONTROL TECHNICIAN
5320	ENVIRONMENTAL SPECIALIST I
5321	ENVIRONMENTAL SPECIALIST II
5322	ENVIRONMENTAL SPECIALIST III
5338	FACILITIES MAINTENANCE SUPERVISOR – WASTEWATER
5339	UTILITY SUPERVISOR
5371	UTILITY CONTROL/INSTRUMENTATION TECH
5372	CONTROL/INSTRUMENTATION TECH

Amended per Memorandum dated 10/7/2010
Amended 02/17/2011
Amended 8/31/2016

APPENDIX "D"
LCEA HEALTH CARE PLAN DESIGN

In Network Deductible		**DRUGS**	
Individual	$400	**Generic**	Mandatory
Family	$800	Coinsurance	25%
		Minimum	$5
Out of Network Deductible		Maximum	$25
Individual	$800	**Formulary Brand**	
Family	$1,600	Coinsurance	25%
		Minimum	$25
In Network Out of Pocket Max		Maximum	$50
Individual	$2,000	**Non Formulary Brand**	
Family	$4,000	Coinsurance	50%
		Minimum	$50
Out of Network Out of Pocket Max		Maximum	$75
Individual	$3,000	**Specialty Drugs**	
Family	$6,000	Coinsurance	25%
		Minimum	$75
Co Pay		Maximum	$100
Primary Physician	$25	**Rx Max Out of Pocket**	
Specialist	$25	Individual	$3,000
Other HCP	$25	Family	$6,000
Vision	$25		
		Emergency Room	$150/copay
TESTS		**Urgent Care**	$40/copay
Diagnostic Test	20% Coins + Deductible	**In Patient Hosp**	$100/copay deductible + 20% coins
Imaging	20% Coins + Deductible		
		Mental Health	$25/copay

Note: All Medical Co Pays, Deductibles and Coinsurance contribute to the Medical Out of Pocket Maximum
Note: All Pharmacy Co Pays, Deductibles and Coinsurance contribute to the Pharmacy Out of Pocket Maximum

APPENDIX "D"
LCEA HEALTH CARE PLAN DESIGN

	In-Network	Out-of-Network
Calendar Year Deductible	Deductible is Embedded	
Individual	$400	$800
Family	$800	$1,600
Calendar Year Coinsurance		
Individual	$2,000	$3,000
Family	$4,000	$6,000
Out-of-Pocket Limit	Included in the OOP Max: deductible, coinsurance, copays	
Individual	$2,400	$3,800
Family	$4,800	$7,600
	(In and Out-of-Network deductibles and limits accumulate separately)	
Lifetime Maximum Benefit	Unlimited	
Physician Office Services		
Office Visit	$25 copay	Deductible, 30%
Specialist Visit	$25 copay	Deductible, 30%
Preventive Benefits	Covered at 100%	Deductible, 30%
Urgent Care Centers	$40 copay	Deductible, 30%
Emergency Room Services	$150 Copay, Deductible, 20% (waived if admitted within 24 hours for same diagnosis)	
Inpatient Hospital Services	$100 copay per admission, then Deductible 20%	$100 copay per admission, then Deductible 30%
Outpatient Hospital Services	Deductible, 20%	Deductible, 30%
Mental Health/Chemical Dependency Outpatient Services	Deductible, 20%	Deductible, 30%
Vision Care (preventive care)	$25 copay (limited to 1 exam every 24 months)	Not covered
Prescription Drugs	Retail (30 days) $3,000 individual/$6,000 Family OOP Generic Mandatory	
Generic	$5 min, $25 max 25% coinsurance	$5 min, $25 max 25% coinsurance + 25% penalty
Formulary brand	$25 min, $50 max 25% coinsurance	$25 min, $50 max 25% coinsurance + 25% penalty
Non Formulary brank	$50 min, $75 max 50% coinsurance	$50 min, $75 max 50% coinsurance + 25% penalty
Specialty	$75 min, $100 max 25% coinsurance	Not covered
Mail (90 days)	2 times retail	Not covered