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Agreement between the Omaha City Employees, Local No. 251, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO and the City of Omaha, 2001-2003

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**Local** Local No. 251, Omaha City Employees

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**Bargaining Agency** City of Omaha

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**Notes**

**Contact**

**Full text contract begins on following page.**

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2001 - 2002 - 2003

AGREEMENT  
BETWEEN  
THE CITY OF OMAHA, NEBRASKA  
AND  
THE OMAHA CITY EMPLOYEES, LOCAL NO. 251  
AMERICAN FEDERATION  
OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
A.F.L. - C.I.O.

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PREAMBLE

This Agreement, by and between the City of Omaha, Nebraska, hereinafter referred to as the CITY, and the Omaha City Employees Local No. 251, American Federation of State, County and Municipal Employees ? A.F.L.? C.I.O., hereinafter referred to as the UNION, is designed to promote and strive to maintain a working agreement between the City of Omaha and the UNION. Any references herein to the male gender refers to male and female.

## ARTICLE 1

### UNION RECOGNITION

SECTION 1               The CITY recognizes the UNION as the sole and exclusive bargaining representative of employees in the classified service as defined in Chapter 23, Section 23-176 of the Omaha Municipal Code but excluding those classifications set forth in Appendices 1, 2, and all other supervisory, professional, confidential, and managerial employees as defined in Appendix 3.

SECTION 2               The CITY shall have the exclusive right to determine whether any classification established subsequent to the effective date of this Agreement is to be included or excluded from the bargaining unit, provided, however, that the UNION shall be notified prior to public hearing of the proposed classification to be established and its salary range and further shall have the right to submit any recommendations concerning the designation of the classification as either bargaining unit or non-bargaining unit.

SECTION 3               The CITY shall not enter into any agreement with employees in the bargaining unit, individually or collectively, relative to wages, hours, terms or conditions of employment.

## ARTICLE 2

### MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the CITY as granted to it under the laws of the State of Nebraska, the Home Rule Charter of the City of Omaha, 1956, and CITY'S ordinances. These rights, powers, and authority include, but are not limited to the following:



1. The right to determine, effectuate, and implement the objectives and goals of the CITY.
2. The rights to manage and supervise all operations and functions of the CITY.
3. The right to establish, allocate, schedule, assign, modify, change, and discontinue CITY operations, work shifts, and working hours.
4. The right to establish, modify, change, and discontinue work standards.
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
7. The right to determine, establish, set, and implement policies for the selection, training, and promotion of employees.
8. The right to create, establish, change, modify, and discontinue any CITY function, operation, and department.
9. 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.
10. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of the Agreement.
11. The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
12. The right to determine the size and character of inventories and their disposal.
13. The right to determine and enforce employee's quality and quantity standards.
14. The right to contract, subcontract, merge, sell, or discontinue any function or operation of the CITY.
15. The right to engage consultants for any function or operation of the CITY.
16. The right to sell, transfer, lease, rent, or otherwise dispose of any CITY equipment, inventories, tools, machinery, or any other type of property or service.
17. The right to establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or

distribution methods or facilities.

18. The right to control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the CITY.

19. The right to determine which products are to be processed, manufactured, or sold, and which services are to be rendered, supplied, or discontinued.

20. The right to establish, implement, change, modify, adjust, and discontinue any process, technique, method, means of manufacture or distribution, and the type of machinery or equipment to be used or operated by the CITY or any contractor or subcontractor.

21. The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments, divisions, subdivisions, locations, and the closing and discontinuance of the same.

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

### ARTICLE 3

#### PROHIBITION OF STRIKES

The UNION shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity of efficiency of any CITY function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any other type of concerted work stoppage. The UNION shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such and conduct, or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the UNION may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The UNION shall not be in breach of contract where the acts or actions hereinbefore enumerated are not caused or authorized directly or indirectly by the UNION.



Written	Day	Day	Day	
Reprimand	Suspension	Suspension	Suspension	Discharge

1. Engaging in horse play, running, scuffling, or throwing objects during working hours.

2. Failure to observe parking and traffic regulations on City property or while operating a City vehicle.

3. Reporting late for work, without justifiable cause, but employee did call supervisor twenty minutes prior to start of shift to report such tardiness.

For the following violations the assigned disciplinary action for the numbered offense shall be:

1.	2.	3.	4.
	3 Work	5 Work	
Written	Day	Day	
Reprimand	Suspension	Suspension	Discharge

4. Failure to perform job in a satisfactory manner.

5. Reporting late for work, without justifiable cause, but did not call supervisor twenty minutes prior to start of shift to report such tardiness; or failure to request sick leave twenty minutes prior to start of shift.

6. Failure to follow City job instructions, verbal or written.

7. Vending, soliciting, or collecting contributions for any purpose on City premises at any work location unless authorized by the Mayor or Labor Relations Director or designated representative.

8. Distributing written or printed matter of any description during working hours unless authorized by the Mayor or Labor Relations Director or designated representative.

9. Posting, altering, or removing any matter on bulletin boards on City property unless specifically authorized.

10. Make false, vicious, or malicious written statements about any employee or the City.

11. Failure to punch in or out when arriving at or leaving work at regular time.

12. Causing minor damage to material or equipment due to carelessness or negligence.

No employee may be disciplined for any of the above Minor Violations unless that employee has been counseled, in writing on a form approved by the City, for the same offense within twelve months preceding the event which gives rise to the new discipline, or received a Verbal Reprimand pursuant to prior labor contract. Once an employee has received an actual discipline for any of the above minor violations, subsequent violations shall result in the next disciplinary step. In the event two years pass from the date of any disciplinary action, additional violations will result in the process starting over again - a new counseling.

MAJOR VIOLATIONS

For the following violations the assigned disciplinary action for the numbered offense shall be:

1.	2.	3.	4.
1 Work	3 Work	5 Work	
Day	Day	Day	
Suspension	Suspension	Suspension	Discharge

13. Failure to report to work absent justifiable cause.

14. Leaving work area during working hours without permission, except in cases of emergency.

15. Violating a posted or published safety rule or safety practice of a serious nature.

16. Smoking in restricted posted area or where smoking would create a hazard.

17. Sleeping on the job during working hours.

18. Causing any damage to public and/or private property, material or equipment exceeding the amount of \$2,000.00. It is understood that if an employee has not been involved, for the two years prior to the proposed discipline, in any situation which caused damage to public or private property, then that employee shall be reprimanded instead of suspended.

For the following violations the assigned disciplinary action for the numbered offense shall be:

1.

Discharge

19. Gross insubordination.
20. Provoking or instigating fighting during working hours or at any work location.
21. Falsifying City records.
22. Knowingly punching another employee's time card; having one's time card punched by another.
23. Possessing firearms, or dangerous weapons on City property.
24. Theft of any property while on City time.
25. Reporting for work under the influence of drugs unless authorized by a physician or using drugs on City time.
26. Reporting for work under the influence of alcohol. The City shall have the right to require an employee to submit to a recognized alcoholic testing method. As used herein under the influence of alcohol means the employee has ten one-hundredths of 1% or more by weight of alcohol in his body fluid as shown by a recognized method of alcohol testing.
27. Drinking any alcoholic beverage while on City time.
28. Immoral conduct or indecency.

29. Threatening, intimidating, coercing or interfering with fellow employees during working hours.

30. Gambling on City premises.

31. Offensive conduct toward the public.

A combination of four (4) minor violations or two (2) major violations shall subject the employee to further disciplinary action, up to and including discharge. A combination of two (2) minor violations and one (1) major violation shall subject the employee to further disciplinary action.

The prescribed penalties in the above enumerated work rules of this Section shall not be changed, altered or modified for the duration of this Agreement except by mutual consent of the parties. The assigned discipline is based on a progressive system for the same offense and the prescribed penalties after the first offense cannot be imposed until the immediately preceding penalty for such offense has been imposed, and in the event of appeal, the appeal denied. On appeal the Personnel Board or arbitrator shall have the authority to determine which of the above rules, if any, were violated by an employee but may not vary the penalty prescribed for an infraction of any of the above rules. Disciplinary action, if any, shall be meted out promptly after due and reasonable investigation.

Any cause specified in Section 23?291 through 23?296 inclusive of the Omaha Municipal Code shall also be grounds for disciplinary action. A copy of this Section, with any amendments thereto, shall be submitted to each Department Head to be posted promptly in such manner as will bring it to the attention of all employees of such department. The CITY shall notify the UNION of any new work rules and regulations and the CITY shall attempt, in formulating any new work rules and regulations, to make them consistent with the above work rules.

SECTION 2 ?? DISCIPLINARY ACTIONS ?? REPRIMAND: An employee may be reprimanded for cause. Such reprimand shall be in writing, it shall be transmitted to the employee within fifteen (15) working days from the act causing such reprimand, and a signed copy shall be transmitted to the Personnel Department for inclusion in the employee's personnel file. An employee may appeal a written reprimand to the Personnel Board in accordance with the provisions of Article 5.

SECTION 3 ?? DISCIPLINARY ACTIONS ?? SUSPENSION: An employee may be suspended without pay for cause for a period or periods as prescribed in



Section 1. Employees may be suspended for violation of other posted causes not exceeding sixty calendar days in any twelve months, however, no single suspension shall be for more than thirty calendar days. A written notice for a suspension shall be transmitted to the employee within fifteen (15) work days following the act causing such suspension, a copy of this shall be transmitted to the Personnel Department. Such notice shall include the reasons for and the duration of the suspension.

SECTION 4 ?? DISCIPLINARY ACTIONS ?? DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee and a copy transmitted to the Personnel Department within fifteen (15) work days prior to the effective date of the action. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for employment in a lower class and shall not be made if any regular employee in a lower class will be laid off by reason of the action.

SECTION 5 ?? DISCIPLINARY ACTIONS ?? DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective a written statement containing the reasons for the recommended discharge shall be transmitted to the employee and to the Personnel Department. The City may suspend such employee immediately and indefinitely with pay. Prior to the discharge becoming effective such employee shall be entitled to present his side of the facts surrounding the discharge to an impartial City decision maker.

SECTION 6 ?? The above time limits of Sections 2, 3, and 4 may be waived by mutual consent by the Labor Relations Director or his designated representative and the Union, however, should a waiver not be obtained, failure to comply with said time limits shall preclude any disciplinary action being taken.

The term "work days" as used in this article and anywhere throughout this contract shall mean any Monday, Tuesday, Wednesday, Thursday or Friday which is not a holiday for City employees.

SECTION 7 ?? For the purposes of this article, UNION representative is defined as any elected or appointed officers of the UNION or stewards designated by the UNION. Such UNION representative or representatives shall be entitled to be present at any time an employee is questioned or examined concerning matters which could lead to disciplinary action including counseling sessions against that employee; provided, however, that in the event the employee knowingly waives his right to have a UNION representative present in writing upon being so advised, it shall not be necessary that the UNION representative be present and the City shall immediately transmit a copy of the written waiver to the UNION. Should the City desire to question an employee concerning matters which the City

does not have reason to believe could lead to disciplinary action against that employee, then that employee should be so informed prior to questioning.

SECTION 8 ?? No Civilian employee in the Police Division will be questioned by Internal Investigations regarding any matter which could lead to disciplinary action against that employee without being given reasonable notice of such questioning. The employee shall be allowed to have Union representative present during such questioning. However, such representative will not be allowed to interrupt the Internal Security Officer's questioning of the employee. Such Union representative shall have the opportunity, after Internal Investigations questioning, to question employee for the record. If any part of the questioning is tape recorded, the entire questioning (including that by Union representative and any statements made by such representative or employee) shall also be recorded.

SECTION 9 ?? When an employee's job classification requires him/her to operate a motor vehicle and to possess a valid Motor Vehicle operator's license; and that employee loses his/her operating privileges; and the employee is not terminated from employment then, as part of a disciplinary penalty, the employee may be reduced to a lower pay step which is closest to a 10% pay reduction. This penalty may apply for that period of time that the employee is without driving privileges. The City shall issue a policy (procedure) to govern this Section.

SECTION 10 -- Any employee counseled by Labor Relations for sick leave or who has received a reprimand or other discipline within the two (2) years prior to the change in position must undergo a 6-month evaluation/training period upon changing position (transfer, relocation, bumping, demotion, etc.). If the employee does not successfully complete this evaluation/training period he/she will be entitled to return to his former or like position.

## ARTICLE 5

### APPEAL PROCEDURE

SECTION 1           Any employee who has satisfactorily completed his/her probationary period of employment with the City of Omaha shall have the right to appeal to the Personnel Board or arbitration, but not both from a reprimand, suspension, discharge, or reduction in classification or pay or loss of pay not later than fifteen (15) work days after receiving notice of such action.

SECTION 2                If an employee, serving a probationary period by virtue of promotion, is discharged for reasons of misconduct or delinquency, he shall be entitled to file and process an appeal under the provisions of Section 4 hereof.

SECTION 3                The Personnel Board or arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.

SECTION 4                The appeal must be in writing and submitted to the Personnel Director within the above 15?day time period. If the employee requests Personnel Board hearing, the Personnel Director shall cause such appeal to be placed on the agenda of the next regularly scheduled Personnel Board Meeting, provided the appeal is received at least fifteen (15) days prior to the regularly scheduled Personnel Board Meeting otherwise it shall be placed on the agenda of the Personnel Board for the following regularly scheduled meeting. If the employee requests arbitration, the Personnel Director shall immediately refer said arbitration request to the Labor Relations Director who shall promptly arrange for arbitration. All the procedures set forth in Article 6, Section 3 shall be followed for this appeal arbitration.

SECTION 5                An employee who is demoted, suspended, or given a reprimand shall, upon request, meet with the Labor Relations Director, and the Department Director or Division manager at any time prior to his appeal being heard by the Personnel Board or arbitrator. The purpose of this meeting is so that the employee may present his side of the events leading up to the discipline. After this meeting the employee shall be promptly notified whether or not the disciplinary decision will be changed. The employee's Union representative shall be provided reasonable notice of the meeting and shall be entitled to be present at such meeting unless the employee, upon being so advised, waives, in writing, his right to have Union representation.

SECTION 6                An employee shall have the right to process an appeal individually, by the UNION and/or by an Attorney at Law. If an employee elects not to use the UNION or its attorney in the processing of an appeal, the decision of the Personnel Board shall not set binding precedent on the UNION.

SECTION 7                Any time limits contained herein, or elsewhere in this Agreement, for the bringing of, or answering of disciplines or grievances may be waived by mutual consent of the UNION and the City.

## GRIEVANCE PROCEDURE

SECTION 1                    GRIEVANCE as defined in this Agreement is a claim of an employee arising during the term of this Agreement which is limited to matters of interpretation or application of express provisions of this Agreement, excluding, however, disciplinary actions, the appeal of which is governed exclusively by Article 5. The Union may file a grievance on behalf of any employee or employees or the employee may individually file a grievance.

The City and the Union agree to incorporate and recognize only the grievance form as indicated in Appendix 5 hereof, or any new grievance form mutually agreed to by the City and the Union. Grievance forms may be obtained from either the Union or the Labor Relations Department and shall be obtained or submitted only during an employee's off-duty time.

SECTION 2                    The following procedure shall be used in the submission of a grievance as defined in Section 1 hereof, however, the Union and the City may agree to waive one, or more of the following steps:

Step 1.                    An employee or his Union representative shall first, upon the completion of an official grievance form, discuss the grievance with the employee's immediate supervisor within fifteen (15) work days from the date the events giving rise to the grievance occurred or the date the employee first became aware of the grievance. Prior to responding to the grievance, the supervisor shall make the Department Head aware of the filing of the particular grievance and the facts surrounding the grievance. The supervisor will respond in writing to the employee, the Union, and the Labor Relations Department, and the Department Head concerning his decision on the grievance within fifteen (15) work days from the date on which the written grievance was received. Such response shall indicate that the Department Head concurs with the response.

Step 2.                    If satisfactory settlement is not reached under Step 1, grievance may be presented to the Labor Relations Director or his designated representative by the Union or employee in writing within fifteen (15) work days from the date any decision was made under Step 1, whichever event occurs first. The Labor Relations Director or his designated representative will respond in writing, to the Union, the employee, and the supervisor, concerning his decision on the grievance within fifteen (15) work days from the date on which the written grievance was received. Any written grievance filed by the employee shall bear a written acknowledgement thereon by the Union.

Step 3. If satisfactory settlement is not reached under Step 2 hereof, either the aggrieved employee or the Union or the Labor Relations Director or his designated representative may, within (fifteen (15) work days from the expiration of the time limits set forth in Step 2 or any extension thereof as provided in Section 4, by Step 2 or any extension thereof as provided in Section 4, by written notice to the other party requesting arbitration. The UNION and CITY shall furnish each other with a copy of any notice sent requesting arbitration.

SECTION 3 The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator, within such time limit and either party continues to demand arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The party requesting arbitration shall have the right to strike the first name and the other party shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the UNION, the City of Omaha, and on all bargaining unit employees. Where an employee elects to process a grievance without UNION representation or assistance, the UNION shall have the right after the arbitrator has been selected to intervene and become a party to the proceeding.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires that a record of the testimony be made at the proceedings it may cause such a record to be made at its expense provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.

SECTION 4 Any time limitation provided herein may be waived in writing by mutual agreement of the UNION or the aggrieved employee and Labor Relations Director or his designated representative. If either party fails to comply with any time limitations or extension thereof, absent written waiver of same, the grievance shall automatically be resolved in favor of the other party.

SECTION 5 An aggrieved employee shall have the right to process his grievance individually, by the UNION, and/or by an Attorney at Law.

SECTION 6 One designated Union Steward, upon proper notification and release by his non-bargaining supervisor, shall be granted sufficient time during work hours, at no loss in pay, to investigate and process the grievance; provided, there is no disruption of work. Release from work shall not be unreasonably withheld. Abuse of this procedure shall be grounds for disciplinary action against the steward. Stewards shall restrict their activities to their respective work locations; provided, however, that the Chief Steward, or in his absence his designee or alternate, shall not be restricted in the performance of such activities to their respective work locations and may engage in such activities at such locations as are necessary and relevant to the investigation and processing of the grievance and representation of the grievant. The parties shall meet and confer at each step of the grievance when necessary.

SECTION 7 The UNION representative as used in this Agreement shall mean any elected or appointed officers of the UNION or stewards designated by the UNION. Such UNION representative or representatives shall be entitled to be present at every stage of the grievance procedure.

## ARTICLE 7

### COOPERATION

SECTION 1 The parties hereto recognize that mutual cooperation and effort is necessary and essential to reduce the escalating costs of health care and yet maintain necessary and reasonable health care benefits. Pursuant to such recognition, the parties agree to meet on a reasonable basis for the purpose of studying, analyzing and devising means to effectuate cost savings consistent with necessary and reasonable health care protection. Any changes in the present benefits or procedures shall be effectuated in writing by mutual agreement between the President of the UNION and the Personnel Director of the City and no further action by way

of approval shall be required of either the CITY or UNION.

SECTION 2                   It is understood and agreed that establishing and implementing a Health Maintenance Organization available to employees in lieu of the current health insurance program may be mutually advantageous. Towards that end the parties agree to negotiate the establishing and implementing of a Health Maintenance Organization notwithstanding the execution of this contract. Initiation regarding this provision shall commence within fourteen (14) days from the date either side expresses in writing its desire to commence negotiations pursuant to this Section.

## ARTICLE 8

### SENIORITY

SECTION 1                   Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.

SECTION 2                   Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Workmen's Compensation Act, and any absence due to serving as a UNION officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

SECTION 3                   After an employee satisfactorily completes his initial probationary period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.

SECTION 4                   A list of employees arranged in order of their seniority as defined herein shall be maintained and made available for examination by employees; provided, that the seniority list be revised and updated at the end of each six (6) months. A copy of the same shall be transmitted to the Union.

SECTION 5                   Where two or more employees were appointed in the bargaining unit, on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application which shall appear on the application form. Based upon the following: first - rank on eligibility list, second - date of application. By this we mean the first judgment of seniority shall be based on the date of hire. Employees first hired shall have a higher seniority date, but if two employees were hired on the same date, then the employee with the higher rank on the eligibility list shall receive a higher seniority date. If both employees had the same date of hire and ranked the same on the eligibility list, then the seniority would be determined by the date of application. The Union shall have the right to examine any documents necessary to determine any employee's seniority rank.

SECTION 6                   Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. In no event shall non-bargaining unit service with the CITY be in any manner construed or considered for the purpose of calculating seniority under the provisions of this Agreement.

## ARTICLE 9

### PROBATIONARY EMPLOYEES

SECTION 1                   The probationary period of initial employment with the City of Omaha shall consist of six (6) months of actual employment in classification; any interruption of employment during such period shall not be counted as part of the probationary period. Layoffs of less than fourteen (14) scheduled work days shall not constitute an interruption of employment within the meaning of this Section for either the initial probationary period with the City of Omaha or any promotional probationary period.

SECTION 2                   Probationary employees shall not be allowed to transfer or relocate while serving their probationary period unless agreed to by the City, the employee, and the Union. An employee who is transferred prior to the completion of his probationary period shall complete that service in the former position. Verification of satisfactory employment in the new position by the Department Head will be deemed to constitute verification



of satisfactory service also in the original position.

SECTION 3                   PROBATIONARY EMPLOYEES: At any time during the probationary period a Department Head may remove an employee whose performance does not meet the required standards, provided that he shall report the removal and reasons therefore in writing to the Personnel Director and to the employee concerned. An employee removed from a position during his initial six (6) month probationary period with the City of Omaha shall not be entitled to appeal such removal to the Personnel Board or have the same reviewed by an arbitrator.

SECTION 4                   At any time during the probationary period where an employee is about to be laid off because of reduction in force, the Department Head, with the consent of the employee, may demote such employee, in lieu of lay-off if he is otherwise eligible and work is available in a lower class. The name of such employee shall be restored to the lists from which it was removed at time of appointment. The probationary period of an employee demoted in lieu of lay-off during that period shall include the period of probation in the higher class. No demotions of this kind shall be made if it will result in the separation of any other employees with greater length of service.

SECTION 5                   At least fourteen days prior to the expiration of an employee's probationary period, the Department Head shall notify the Personnel Director in writing whether the services of the employee will be continued in his position. A copy of this notice shall be given to the employee by the Department Head. Upon receipt by the Personnel Director of a favorable report, the appointment of the employee shall be made regular at the expiration of the probationary period. In the absence of certification as a regular employee, the employee shall receive no further pay in such classification after the expiration of the probationary period.

SECTION 6                   PROMOTIONAL PROBATIONARY EMPLOYEES: The probationary period for promotional employees shall be ninety (90) calendar days; provided, however, that the UNION may mutually agree to a longer period not in excess of six (6) months where the nature of the job duties requires a longer period. Any interruption of employment during a promotional probationary period shall not be counted as part of the period; provided, however, that approved leave not in excess of fourteen (14) calendar days does not constitute an interruption of employment within the meaning of this Section.

SECTION 7                   An employee removed from a position during promotional probationary period for reasons of misconduct or delinquency shall be entitled to invoke the appeal procedure under Article 5 or the grievance procedure under Article 6.

SECTION 8                   New employees or promoted employees shall be provided by the Supervisor with a copy of all work rules applicable to their new position. They shall be granted a period of sixty (60) working days to become knowledgeable in their new job duties and responsibilities. If, at any time within this period, the employee's supervisor believes that the employee's work is not acceptable, that supervisor shall contact the Labor Relations Director. The Labor Relations Director, in consultation with the supervisor, the employee, and the Union shall take whatever steps appropriate and necessary to provide that employee any special education or training deemed necessary to assist the employee in performing his job satisfactorily. If agreed to by the City, the Union, and the employee, the probationary period may be extended up to an additional six (6) months. Should these efforts not prove successful, the City shall have the right to remove the employee from the new position. An employee who is removed from the new position for reasons other than misconduct or delinquency, pursuant to the above, and who was a regular employee in another position in the classified service immediately prior to his/her promotional appointment shall be reinstated in his/her former position or one of like status and pay.

SECTION 9                   An employee serving a probationary period by virtue of promotion and who has not been discharged for reasons of misconduct or delinquency shall have the right to return to his former position or one of like status and pay upon filing a request in writing to his Department Head within ninety (90) calendar days from the effective date of his promotion.

SECTION 10                  In the event an employee is returned to his former position or one of like status and pay pursuant to the provisions of Section 8 and 10 herein, all time spent in his bargaining unit promotional probationary period shall be added to and retained with his seniority as defined in Section 1 of Article 8.

SECTION 11                  The City, the Union and a probationary employee may, upon mutual agreement extend an employee's probationary period for an agreed-upon time period if the City believes:

1.                   Performance has not met standards, but additional period may allow employee to meet standards; or

2.                   The nature of the particular job (e.g. semi-skilled cannot be judged on concrete work if he/she is hired in late fall) has not allowed sufficient time for judgment. All parties understand that if probation-ary period is not extended the City retains the right to terminate the employee pursuant to Section 3 above; or to reinstate such employee in his/her former position or one of like status

and pay pursuant to Section 9 above.

## ARTICLE 10

### LAY-OFFS

SECTION 1 Whenever a reduction in the bargaining unit work force becomes necessary, lay-offs shall be made on the basis of seniority as defined in Article 8, Section 2. Lay-offs shall be made by classifications. Lay-offs shall be conditioned on City eliminating any provisional, non-promotional probationary, part time or seasonal employees in the class to be laid off.

SECTION 2 No regular employee shall be laid off from any classification while there are provisional, probationary, part-time, seasonal, CETA (or any newly created agency which supersedes CETA) employees working in the same classification. Offender Work Program workers who are court ordered to perform community service will not be utilized to perform bargaining unit work within a Division while full time employees in that classification are on a lay-off status.

SECTION 3 If an employee becomes subject to lay-off in his classification the following rules apply:

1. First - If a vacancy exists in the next lower classification for which the employee about to be laid off is qualified, that employee shall be required to take that vacancy in lieu of being laid off. If a vacancy exists in a classification lower than the next lowest classification for which the employee is qualified, such employee shall be offered, but not required to take, that vacancy.

2. If such employee does not fill a vacancy pursuant to #1 above, then, if the employee is qualified to perform duties in a lower classification within any department, the employee shall be permitted to take a position in a lower classification at that classification's rate of pay. When an employee who is about to be laid off exercises his/her bumping rights, such employee must bump the employee with the least seniority in the lower classification. There shall be no option for such laid off employee to bump any person other than the person lowest in seniority. Any employees in lower classifications who are "bumped" pursuant to the above shall be laid off in accordance with Section 1

hereof.

SECTION 4                   The names of regular employees who have been laid off shall be placed on lay-off list, maintained by the Personnel Department and shall be eligible for re-employment for a period of two (2) years, and City shall rehire in the reverse order of lay-off; provided, such employees are otherwise qualified to perform duties of the positions and return to work within fourteen (14) work days after notification of re-employment. If an employee declines recall to a former classification, no future rights to return to the former, higher classification shall exist, except through the competitive promotional/hiring process.

SECTION 5                   Where an employee has accepted a position in a lower classification by virtue of a reduction in work force, he shall be recalled to his former classification whenever a job becomes available in reverse order of reduction, regardless of the length of time that has expired between the acceptance of the lower classification and the availability of a job in his former, higher classification. However, if a transfer list exists in that classification and the first (in seniority) employee on that list has more seniority than the employee who has accepted the position in a lower classification, then the employee on the transfer list shall be allowed to choose whether or not to move, and then the other employee shall be recalled to the open position. If an employee declines recall to a former, higher classification, no future rights to return to the former, higher classification shall exist, except through the competitive promotional/hiring process.

SECTION 6                   In the event a bargaining unit employee is removed from his classified position as a result of the implementation of the lay off provisions of this Article, those employees whose jobs have been eliminated shall be entitled to exercise their bumping rights within their classification according to their seniority providing that the employee must meet the qualifications of that classified position that is available should he choose to exercise this option. As an example of the intent of the preceding, bumping and/or selection rights the following is offered as a guideline in the event lay-offs are necessary:

EXAMPLE: Should the City reduce the work force by four Laborers in Department "A" and there exists four other Laborers in another Department which positions are filled by employees with less seniority than those Laborers laid off in Department "A", then, in that event, the four Department "A" Laborers would be entitled to make job selections from among those other job positions in the other Department. The Laborers with the greatest amount of seniority would be allowed to choose which of the four positions he desires and then the sequence would be followed wherein the next senior Laborers make his selection of the remaining positions followed by the remaining Laborers exercising their options accordingly.

SECTION 7 Employees who have changed status (either by accepting a lower position, or by "bumping" into a new assignment) shall be provided by their Supervisor with a copy of all work rules applicable to their new position. They shall be granted a period of sixty (60) work days to become knowledgeable of their new job duties and responsibilities. If, at any time within this period, the employee's supervisor believes that the employee's work is not acceptable, that supervisor shall contact the Labor Relations Director. The Labor Relations Director, in consultation with the supervisor, the employee, and the Union shall take whatever steps appropriate and necessary to provide that employee with any special education or training deemed necessary to assist the employee in performing his job satisfactorily. Should these efforts not prove successful the City shall have the right to transfer, relocate, or demote the employee, as the facts may warrant.

## ARTICLE 11

### TRANSFERS AND RELOCATIONS

SECTION 1 Whenever a vacancy occurs at a particular work location, and such location has more than one shift, the Division Manager shall adjust personnel from one shift to another based upon seniority and employee's stated preference at the time the vacancy occurs.

SECTION 2 Relocation is defined as the movement of employees in the same classification from one reporting location to another reporting location within a Division. Relocation request takes precedence over transfer requests. Relocation of an employee shall be allowed based upon the following procedures:

1. Relocation requests shall be filed with the Division Manager on a prescribed form between the period of the first and third Monday in March and the first and third Monday in September. Those employees requesting a relocation shall date and sign the request. The Division Manager shall sign the request and provide a copy to the employee. The relocation request shall state the reporting site that the employee is requesting, up to a maximum of three requests. For each requested relocation site the employee shall state, if applicable, the shift or shifts desired as follows: "Day" "Afternoon" "Night".

2. An employee shall be relocated to the vacant position based upon seniority.

3. An employee who has requested a

relocation shall not be allowed to reject such relocation nor shall the City be allowed to reject a relocating employee, except as provided in #7 below. Relocation requests will be valid for one (1) year.

4. No employee shall be allowed to relocate more than once in any twelve (12) month period.

5. The City may defer relocation of an employee until a replacement is found to fill the position, however, such relocation shall not be deferred for more than twenty (20) working days, unless good and sufficient reasons are provided.

6. Relocated employees shall, prior to starting their duties, be provided by their Supervisor with a copy of all work rules applicable to the relocated position.

7. The City shall retain the right to relocate an employee, or to deny an employee the right to relocate based upon one, or more, of the following:

- a. Personality conflicts;
- b. Severe hardship;
- c. Reasons of affirmative action;
- d. Issues of nepotism.

8. Notwithstanding any of the above provisions, the City may relocate an employee on a temporary basis not to exceed six (6) months if such temporary relocation is the product of a bona fide cross training plan. Once the cross training has been completed the employee will return to his previous work location/assignment.

SECTION 3 Permanent transfers of an employee between Departments and/or between Divisions shall be allowed based upon the following procedures:

1. Transfer requests shall state the Department and Division that the employee is requesting, up to a maximum of

three requests. Transfer requests may be filed with the Personnel Department on a prescribed form between the period of the first and third Mondays in March and the first and third Mondays in September of the current calendar year. Those employees requesting a transfer shall retain a copy of the transfer request.

2. An employee shall be transferred to the vacant position based upon seniority.

3. Transferred employees shall be provided by their Supervisor with a copy of all work rules applicable to their new position. They shall be granted a period of sixty (60) calendar days to become knowledgeable of their new job duties and responsibilities. If, at any time within this period, the employee's supervisor believes that the employee's work is not acceptable, that supervisor shall contact the Labor Relations Director. The Labor Relations Director in consultation with the supervisor, the employee, and the Union shall take whatever steps appropriate and necessary to provide that employee any special education or training deemed necessary to assist the employee in performing his job satisfactorily. Should these efforts not prove successful the City shall have the right to transfer, relocate, or demote the employee, as the facts may warrant.

4. An employee who has requested a transfer shall not be allowed to reject a transfer placement nor shall the City be allowed to reject a transferring employee.

5. No employee shall be allowed to transfer more than once in any twelve (12) month period.

6. In approval of transfer, a minimum of a two week notice shall be given to the Director of the Department the employee is being transferred from, before the transfer becomes effective. Such notice shall be issued by the Personnel Department.

7. The City may defer transfer of an employee until a replacement is found to fill the position, however, such transfer shall not be deferred for more than twenty (20) working days, unless good and sufficient reasons are provided.

8. No employee shall be allowed to transfer during a time when he has been off work for an extended period, or is working limited duty due to recovery from an accident/illness.

Employees with permanent medical restrictions may be allowed to transfer following a review of specific job duties in the hiring department and the feasibility of providing reasonable accommodations, if necessary.

SECTION 4                   A temporary transfer or relocation may not be utilized to fill a vacant position for a period longer than ninety days except as provided in Section 2 (8) above.

SECTION 5                   Any deviation from these rules governing transfers and relocation may be done only for "hardship" reasons by the Labor Relations Director after consulting with the Union President.

SECTION 6                   Currently, a certain number of Parks Department employees are assigned to Public Works during the wintertime. A certain number of Public Works employees are assigned to the Parks Department during the summertime. This arrangement has worked out well, and the City intends to expand the numbers of this program and possibly expand the program into other areas. For the purposes of transfer or relocation, these employees shall be considered together as if it were a separate department and division. By this we mean that such employees can apply for transfers to any other department or a different division of Parks or Public Works, or relocations within their particular work division.

## ARTICLE 12

### HOURS OF WORK

SECTION 1                   Eight consecutive hours of work shall constitute a regular daily work shift. A regular work week consists of five consecutive eight-hour days except for employees engaged in continuous operations and employees in Police, Fire, and Communications, and the Public Library Department, and the Special Events Division of Parks, Recreation and Public Property Department and Park Caretakers as outlined in Article 13. A work day is a twenty-four (24) hour period starting at the beginning of an employee's assigned scheduled shift. The consecutive hours or consecutive day requirement set forth herein may be waived by mutual consent between the CITY and the UNION.

SECTION 2                   Employees shall be expected to report for work at a



designated time and a designated place. Transportation to and from job sites away from the reporting place shall be on CITY time at CITY expense; and mode and means to be determined by the CITY.

SECTION 3 Work schedules, except in emergency situations, shall be posted on bulletin boards utilized by the affected employees at least seven (7) calendar days prior to the effective date of any scheduling change, and the CITY, through its supervisors and representatives, shall notify employees affected on the date of posting. This Section shall not apply to the Special Events Division of Parks, Recreation and Public Property Department, nor to Park Caretakers I and II. It is understood that any employee's schedule may be changed because of an emergency without the above seven (7) day notice.

SECTION 4 Employees engaged in continuous operations are defined as any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day or seven days a week; provided, however, that employees in Police, Fire, and Communications shall not be considered continuous operations within the meaning of this Agreement.

SECTION 5 The work week for employees engaged in continuous operations as defined in Section 4 hereof shall consist of five (5), eight (8) hour days. The CITY shall attempt to schedule the work week for employees engaged in continuous operations on the basis of five (5) consecutive days except where such scheduling operations would not be in the best interest of the CITY. The work week for employees in Police, Fire, and Communications shall consist of five (5) eight (8) hour calendar days.

SECTION 6 No employee shall be required to work more than fourteen (14) consecutive hours, or more than fourteen (14) hours in a twenty-four (24) hour period defined in Section 1 hereof except in emergencies where replacement manpower is not available.

SECTION 7 In lieu of reducing the number of work hours in a regularly scheduled work shift as defined in Section 1 of this Article, the CITY will initiate the lay-off procedure as defined in Article 10. In the event the reduction in work hours is the result of an act of God, utility failure, major mechanical breakdown, government restriction, fire, flood, riot, civil commotion, or the refusal of any group of employees to report for, or perform their work, or any other cause reasonably beyond the control of the CITY, the provisions of this Section shall not apply. Unless the employee works on a recognized holiday, such employee is not entitled to the one-and-one-half time holiday pay as defined in Article 18, Section 3. The provisions of this Section may be waived by mutual consent between the CITY and the UNION.

SECTION 8                   Where non?personal job related clean?up time has been established by past practice, employees shall be granted at least fifteen ( 15) minutes for the same.

SECTION 9                   Employees shall be granted a 15?minute rest period during the approximate middle of each one?half (1/2) shift, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof.

SECTION 10                  When the work day is divided into more than one shift on the first regularly scheduled working day in January of each year, the CITY shall post a notice designating the hours of shifts and the number of employees required for each shift. Employees shall have fifteen days in which to submit their bids in writing to the Labor Relations Office for the shift they desire. Effective on the first regularly scheduled working day in February, employees shall be assigned said shifts on the basis of their bids by exercising their seniority right under Article 8, Section 1. Where, however, a practice exists for employees to bid their work shifts more than once a year according to seniority, such practice shall remain in force and effect. This Section shall not apply to the Special Events Division of Parks, Recreation and Public Property Department. Such shift bidding shall be conducted as follows: The supervisor shall post a notice in all affected work areas at least two weeks prior to shifts becoming effective. Such notice shall outline the hours of each shift. Furthermore, such notice shall set a deadline (at least ten days after the notice is posted) by which each employee must fill out a shift bidding form and give it to his/her supervisor. At the expiration of the time limits on the notice, the supervisor shall arrange the shifts by seniority as requested on the individual notices by the employees and post a notice of who will be assigned to each shift.

For employees in the Police Department shift bidding will be twice a year for shifts which begin the first Sunday in March and the first Sunday in September of each year. The purpose of this twice a year bidding is so that Civilian employees in the Police Department bid in a fashion similar to sworn Police employees. Should sworn Police employees change to a once a year bidding system in the future this paragraph shall be inoperative and null and void. Requests for bids will be posted at least 30 days prior to those dates, and the employee will have 15 days to submit their bids.

SECTION 11                  Where an employee works in a classification higher than that to which he/she has been appointed he/she shall be compensated at the rate of pay provided for such higher classification. Working out of class pay is contingent upon the employee being assigned and performing the

duties of the higher classification for two or more consecutive work hours in any day for which working out of classification pay is claimed. For pay purposes any employee working four (4) or more hours in a duty shift in a higher classification shall receive the full duty shift at the higher rate of pay. Such employee has the right to reject an out of classification assignment based on the employee's lack of ability to perform the job duties; if the job has been eliminated less than 120 days previous; based on the employee's safety; if other qualified employees are available at the job site to work out of classification. No individual employee shall be worked out of classification more than thirty (30) calendar days in a calendar year unless prior approval has been granted by the Labor Relations Director, however, such time extension shall not exceed ninety (90) calendar days in a calendar year per individual employee. The City shall have the right to assign an employee duties in a higher classification without paying that employee the compensation for that higher classification only under the following circumstances:

1. such assignment is agreed to by the Union and the employee, and

2. such assignment is for the purpose of allowing the employee to learn the skills and duties of the higher classification so that the employee may better take advantage of future promotional opportunities, and

3. such employee is under the direct, daily supervision of an employee in a higher classification who has the ultimate responsibility for the performance of the job duties. If, for any given shift, the lower ranking employee is not under the direct supervision of the higher classification employee, then that lower classification employee shall be paid out of class pay pursuant to the above. In no event shall such assignment be for a period of longer than six (6) months.

It is expressly understood that a designated union officer may have access to City records on no less than a monthly basis for the purpose of identifying individuals receiving working out of classification pay and the cumulative total of working out of classification time.

SECTION 12           The provisions of this Article shall not apply to employees furnished living quarters on CITY property.

SECTION 13           Notwithstanding the provisions of Section 1, 5 and 7, the CITY and UNION may mutually agree to the establishment of a different work day and/or work week and the basis of overtime payment relating thereto.

ARTICLE 13

OVERTIME

SECTION 1 Work performed by employees in excess of eight (8) hours in any work day shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for the number of hours of overtime worked. Work performed by employees in excess of forty (40) hours in any work week shall be compensated at the rate of one and one-half (1½) times the regular rate of pay for the number of hours of overtime worked.

SECTION 2 Holiday, funeral and vacation leave shall be counted as days worked in computing overtime.

SECTION 3 Overtime shall not be pyramided, compounded, or paid twice for the same hours.

SECTION 4 There shall be no payments of overtime for hours not worked.

SECTION 5 Overtime will not be allowed without the approval of the Department Head or his designated representative and where overtime is allowed, it shall be distributed as equitably as practicable among employees in the same job classification, division and shift.

Special provision for Street Maintenance  
Division of Public Works: When employees are working the summer shift, overtime shall be governed pursuant to the above language (by what classification of employees generally perform such summertime work). When the employees go to winter shifts, AEO I's and MR-I's will be consolidated on one overtime list. It is understood that employees shall receive as much advance notice as possible when the City goes from summer shifts to winter shifts. Additionally, such change from summer to winter shall be uniform throughout all the Street Maintenance Division of Public Works.

SECTION 6 Notwithstanding the provisions of this Article, the

UNION and CITY may mutually agree to a different basis for the payment of overtime where the parties pursuant to Section 13 of Article 12 have established a different work day or work week.

SECTION 7 All regular classified employees within their respective work divisions shall be provided the opportunity to work any overtime hours within their normally assigned job duties prior to the CITY utilizing part-time or seasonal employees to perform said duties.

SECTION 8 Special provisions for Park Caretaker I and Park Caretaker II:

1. Park Caretakers I and II shall receive overtime compensation pursuant to Section 1 above.

2. All current Park Caretakers I and II shall continue to be furnished living quarters on City property. If any new positions are created the City shall, at its option, either furnish or not furnish living quarters.

3. The regular work schedule for both Park Caretaker I and II shall be:

11	40 hours	January 4 ? April (5 days)
24	48 hours	April 12 ? October (6 days)
3	40 hours	October 25 ? January (5 days)

This schedule change shall take place as of July 27, 1997. It is understood that the specific dates used, above, are for calendar year 1998 and will change in ensuing years but the work hours will always conform to the following pattern: January ? April, 14 weeks of 40 scheduled hours; April ? October, 28 weeks of 40 hours plus 8 hours of scheduled overtime; October - January, 10 weeks of 40 scheduled hours.

Furthermore, during the 48 scheduled hours it is understood that 8 of those hours will be Section 1 overtime hours.

4. During the weeks when Caretakers are scheduled to work 40 hours, every effort will be made to schedule the two days off consecutively.

5. Because Park Caretakers I and II receive the above-outlined scheduled overtime and, additionally, are furnished living quarters by the City the following shall apply:

For the purposes of layoff-, and bumping (Article 10) and demotion, a Park Caretaker I shall be considered to be at the level of Semi-Skilled Laborer and Park Caretaker II shall be considered to be at the level of Automotive Equipment Operator II.

SECTION 9 Generally speaking, overtime falls into two categories: 1. mandatory overtime; and 2. voluntary overtime. As a general principle, overtime and call-in shall be distributed among qualified employees of the same classification on a rotating basis so that available overtime and call-in opportunities shall be equal among employees of the same classification who wish to work such overtime. If a mistake is made in the assignment of overtime, it shall be corrected by giving the employee who was missed the next available overtime opportunity. At any time a superintendent or supervisor is requested, he/she shall provide any overtime information to the Union representative.

An employee may decline to work voluntary overtime, but if the overtime is determined to be mandatory, the employee may not refuse an order to work overtime. When overtime work is mandatory, and an employee refuses to work such overtime, he/she shall be appropriately disciplined. In all cases, employees shall be given as much advance notice as possible under the circumstances when overtime is required.

In determining which employees should work overtime, the supervisor should generally follow this procedure: If the overtime requested is voluntary, the supervisor should offer the overtime to employees on a voluntary basis starting with the most senior employee and going down the list as needed. At this stage employees may refuse this voluntary overtime. If the situation arises where overtime is not voluntary, but mandatory, then the supervisor shall order the overtime starting first with the least senior employee and then going up the seniority list.

It is the responsibility of each employee to provide the City with adequate, current information as to where the employee can be contacted for overtime, call back, reporting in and other scheduling purposes. At a minimum, this will include a current address and telephone number to which the employee may be reached. The City may require employees in a particular division/section to wear pagers which will be provided at

departmental cost. It is the intent that these pagers be used when necessary to call employee for emergency overtime or call-in. Prior to doing this, the department will discuss the requirement of pagers with the Union. It is understood that the required carrying of a pager will, in and of itself, not be the basis for any additional pay.

## ARTICLE 14

### MEAL PERIODS

SECTION 1 All employees except those engaged in a twenty-four (24) hours a day operation, shall be granted a one-half (1/2) hour meal period without pay, except where otherwise provided, and such meal period shall not be considered as time worked.

SECTION 2 Employees engaged in a twenty-four (24) hour a day operation shall receive a one-half (1/2) hour meal period with pay, except where otherwise provided, and such meal period shall be considered as time worked.

SECTION 3 Any employee who by the nature of his or her work is assigned or scheduled to be on duty for twelve (12) or more consecutive hours shall receive a one-half (1/2) hour meal period with pay and such time shall be considered as time worked. The paid meal provided in this Section will be granted notwithstanding the fact that the employee assigned or scheduled to a twelve (12) hour or more shift does not in fact work twelve (12) or more hours during his assigned or scheduled shift. In the event, however, that the employee does not work twelve (12) or more hours during his assigned or scheduled duty shift, due to the fact that that employee voluntarily took leave with or without pay during that duty shift, then said employee will not be provided a paid one-half (1/2) hour meal period and that meal period shall not be considered as time worked.

SECTION 4 Any employee other than one assigned or scheduled to be on duty for twelve (12) or more consecutive hours, required to work more than two (2) hours beyond his regular shift shall be entitled to a one-half (1/2) hour meal period with pay if such employee is required to work a minimum of one (1) hour beyond the expiration of such meal period.

SECTION 5 Utilization of either Section 3 or 4 shall be allowed, but in no event may an employee rely on both Sections in order to claim compensation for a one (1) hour meal period.

SECTION 6                   The provisions of this Article shall not apply to employees furnished living quarters on CITY property.

SECTION 7                   Employees in Police, Fire, and Communications shall receive a one-half (1/2) hour meal period without pay, and such meal period shall not be considered as time worked, except for those employees who by the nature of their work are required to be on duty for eight (8) consecutive hours, in which case they shall receive a one-half (1/2) hour meal period with pay and such time shall be considered as time worked.

SECTION 8                   All employees shall be entitled to exercise their meal period rights herein with or without pay under reasonable conditions and in no event shall employees be required to take their meal period under unsanitary, unfit or obnoxious conditions. Employees on paid meals will not be allowed to leave the general area of their plant or work reporting location, but wherever practicable the employee may use lunchroom facilities or other assigned areas for the purposes of taking their meal period. Before taking said meal period the supervisor's prior approval must be obtained.

SECTION 9                   Sleeping is prohibited during paid meal periods provided for in this Article.

## ARTICLE 15

### SHOW-UP TIME, CALL-IN TIME AND AUTHORIZED DUTIES

SECTION 1                   Show-Up Time. If no work is available when an employee reports for his regularly scheduled duty shift and the CITY has not notified the employee not to report to work, such employee may be dismissed from that duty shift but shall be compensated for a minimum of four (4) hours at straight time.

SECTION 2                   Call-In Time. If an employee is called to duty during his off-duty time and such time does not merge with his regularly



scheduled duty shift, such employee shall be paid for a minimum of four (4) hours at straight time or one and one-half (1 ½) times the actual number of hours worked, whichever is greater. If such time does merge with the employee's regularly scheduled duty shift, he shall be paid in accordance with Article 13 Overtime, if applicable. Employees who are called in to work pursuant to this Article may be required to work for any time period required by the CITY, not just to complete the specific job that necessitated the call-in.

SECTION 3                   The provisions for Show-Up Time and Call-In Time do not apply to employees who are furnished living quarters on CITY property.

SECTION 4                   Authorized Duties. An employee's attendance and/or participation in the following activities during his regularly scheduled duty shift, when authorized and relating directly to official CITY business, shall be considered as time worked.

- Courts and administrative tribunals
- Human Relations Board and Pension Board meetings
- Personnel Board or any other meetings resulting from appeal of disciplinary actions
- Safety Committee meetings
- Trade or professional meetings

## ARTICLE 16

### TOOL ALLOWANCE

SECTION 1                   The CITY shall furnish creepers, drop cords, pullers and impact wrenches to mechanics. Such mechanics are to furnish hand tools and basic equipment up to and including three-quarters (3/4) inch drive. Auto mechanics shall receive a tool allowance for purchase of tools required hereunder of \$125.00 per year. Such sums shall be payable in March of each

year.

SECTION 2                   At such time as the CITY selected to convert to the metric system from the anglo system Section 1 of this Article will be subject to negotiation regarding tool allowance upon either party notifying the other party in writing of its desire to modify same.

SECTION 3                   The CITY will continue its practice of providing such protective clothing as is presently provided. Employees shall be accountable for protective clothing issued to them.

## ARTICLE 17

### LEAVE PROVISIONS

SECTION 1                   SICK LEAVE WITH PAY: Sick leave shall be earned at the rate of 5.6 hours per pay period. Unused sick leave may not be accumulated in excess of 2500 hours. Any employee who shall maintain 800 hours of accrued sick leave shall receive 1.9 additional hours of vacation leave for each pay period of service. Employees may with the approval of the Department Head, utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty or for reasons related to the employee's pregnancy. Employee shall advise their supervisors immediately when it is necessary to be absent from work on account of sickness.

Employees shall keep their supervisors currently informed of their condition. Failure to fulfill these requirements may result in the denial of sick leave. The Personnel Director shall establish the sick leave policy that will apply to all employees of this Bargaining Agreement. The Department Heads through their supervisors shall administer the established sick leave policy. For sick leave in excess of three days, a Department Head may require either a certificate of the attending physician stating that such illness or injury prevents the employee from working, or a medical examination by a physician designated by the Personnel Director or his designated representative. Sick leave shall not accrue during any period of leave of absence without pay, the duration of which exceeds ten working days. Employees may utilize forty (40) hours of sick leave annually for illness or injury to immediate family members. "Immediate"

family members is defined as those family members covered by the Federal Family Medical Leave Act.

Effective upon the legal execution of this Agreement an employee who resigns or is separated from the CITY service, except in cases where the employee has been guilty of fraud or other activities resulting in monetary loss to the CITY, shall be entitled to be paid at the employee's base pay according to the following graduated scale:

1 for 8 for first 1,000 hours

1 for 4 for 1001 hours to 1800 hours

1 for 1 for 1801 to 2000 hours

No payoff for 2000 hours to 2500 hours.

A. It is understood by, and between, the parties that the sick leave provisions of this contract are intended to provide the employee with full salary when that employee is unable to work because of illness. Additionally, these sick leave provisions provide the employee with short-term disability benefit so that the employee will continue to receive full salary (up to the amount of accrued sick leave) if he/she is temporarily disabled by illness or injury.

Furthermore, it is understood by the parties that an employee's use of sick leave could constitute grounds for that employee's termination of employment because such usage reaches a level which indicates that the employee is simply too sick to continue City employment, even though such employee has accrued sick leave balance. The City will not so terminate any employee unless:

1. such usage is over an extended period of time;

2. there is no indication, by history, that such excessive usage will abate;

3. the City has taken steps over a period of time to counsel, aid, and assist such employee regarding his/her usage; and,

4. the usage is not a result of a continuing illness, such as cancer, heart disease, or any serious, chronic, long-term illness.

#### Sick Leave Advisory Committee

There is, hereby, created a Sick Leave Advisory Committee. This Committee shall be composed of five members. Two members shall be appointed by the Union President to two (2) year terms. Two members shall be appointed to two (2) year terms by the Labor Relations Director. The fifth member shall be appointed by mutual agreement of the Union President and the Labor Relations Director. This fifth member shall serve for a one year term and may be removed only by mutual consent of the Union President and the Labor Relations Director.

The Sick Leave Advisory Committee shall make recommendations to the Labor Relations Director and City Supervisors (as appropriate according to the Sick Leave Policy approved by the Personnel Director) on whether or not to counsel an employee regarding his/her sick leave usage. The Committee shall not be involved in, nor make recommendations, regarding any disciplinary actions to be taken as a result of sick leave usage. The Committee will meet as needed and required by this contract. The Committee shall select, from its ranks, a chairperson and set its own rules of procedure by majority vote.

If a supervisor wishes to counsel an employee regarding his/her usage of sick leave (i.e., 40-hour counseling), such supervisor shall submit the request to the Labor Relations Director, who shall forward the request to the Committee (along with any relevant employee data). The Committee shall recommend to the Labor Relations Director whether or not it believes a Supervisor Counseling should occur. The Labor Relations Director shall consider the recommendation of the Committee in either approving or disapproving the requested Supervisor Counseling. No Supervisor Counseling of any employee shall take place prior to the approval of the Labor Relations Director.

The City shall provide the Committee with a listing of employee sick leave usage on a quarterly basis. The Committee may recommend to the Labor Relations Director that he/she counsel any civilian employee. If a supervisor requests, pursuant to the sick leave policy, that the Labor Relations Director counsel an employee, the Labor Relations Director shall first receive the recommendation of the Committee before counseling or refusing to counsel the employee.

In making the recommendations to the Labor Relations Director, the Committee shall consider any relevant information, including, but not limited to, the following:

1. Gross number of hours used in current year.
2. Gross number of hours used in prior years.
3. Length of employee service and sick leave balance.
4. Any pattern of usage before and/or after the employee's day(s) off.
5. Medical evidence/documentation provided by the employee.
6. Number of occurrences of usage.
7. Whether or not the usage is a result of a continuing illness, such as cancer, heart disease, or any serious, chronic, long-term illness.

No employee shall be counseled if the sole basis of the sick leave usage is pregnancy.

An employee should normally not be counseled if the sole basis of the sick leave usage is an extended leave because of treatment for a serious, verified medical condition, whether the employee is hospitalized or not.

B. The counseling of an employee shall be subject to the test of reasonableness, given consideration to the employee's right to utilize sick leave for injury or illness which precludes his ability to perform his regular job duties. In determining whether the usage of sick leave is excessive, the parties recognize that there is no mechanical or mathematical basis upon which such determination can be made and that the individual physical and psychological condition and make up of the employee shall be taken into consideration.

C. Anytime an employee is counseled regarding sick leave usage the substance of such counseling shall be

reduced in writing on a set form and a copy given to the employee. Such form shall note the recommendation of the sick leave advisory committee. Any explanations, comments or objections of the employee shall be noted on this form. Additionally, the employee may challenge the reasonableness of the counseling by providing, within ten (10) working days of the counseling, a written explanation as to why the counseling was unreasonable. Such explanation shall be provided to the supervisor or Labor Relations Director who conducted the counseling. Such written explanation shall be permanently attached to the counseling form.

In the event any disciplinary action is taken against an employee pursuant to the criteria of Section 1 hereof, the employee shall be entitled to appeal such action to the Personnel Board or arbitration under the terms and conditions set forth in Article 5, "Appeals." In such appeal the employee shall be entitled to challenge the reasonableness of the actions of the supervisor, the Sick Leave Advisory Committee, and/or the Labor Relations Director, giving consideration to all the attendant circumstances surrounding the employee's use of sick leave.

SECTION 2                    Vacation leave shall be earned by employees with less than five (5) years of continuous service with the CITY at the rate of 3.7 hours for each full pay period of service and for such employees with five (5) or more years of continuous service with the CITY at the rate of 5.6 hours for each full pay period of service; provided, however, that vacation leave for such employees in excess of 280 hours shall not be carried forward from one payroll year to the next payroll year. Employees in each appropriate work unit shall be provided with the opportunity to take vacations of increments of no less than entire work periods by posting. Employees shall be granted the opportunity to use vacation leave for emergency purposes at the sole discretion of the Department Head or his designated representative. The CITY shall post a vacation schedule of open periods for vacations no later than March 1 of each year and each employee shall have fifteen (15) days in which he may designate his choice of vacation time of no less than a work week. If an employee wishes to request a vacation of less than a work week, such request shall be received. Seniority will prevail in granting bids for vacation; however, requests of an entire work week will be granted over shorter requests. Subsequent to posting, the schedule shall be declared closed and removed for evaluation. In case of a conflict in scheduling, seniority as defined in Article 8, Section 1, shall govern. The CITY shall post the designated vacation schedule fifteen (15) days subsequent to closing and removal. Any vacation time due the employee and not designated during the posting period shall be granted at such time or times as are remaining and available upon mutual agreement between the employee and CITY. Any employee serving a probationary period by virtue of a promotion shall be entitled to take vacations in accordance with the provisions of this Section; all other probationary employees shall not have the right to use vacation leave in accordance with the provisions of this Section but may at the sole discretion of the Department Head or his designated representative be granted the opportunity to use vacation leave for emergency purposes. The decision of the Department Head or his designated representative in this regard is final and binding and not subject to the grievance procedure. Vacation leave shall not accrue during a leave of absence without pay in

excess of ten working days. Where the CITY cancels for good and sufficient reason, an employee's scheduled vacation or any portion thereof and deprives that employee of an opportunity to reschedule the same, that portion of the scheduled vacation which was cancelled by the CITY and which the CITY deprived the employee of rescheduling shall be carried forward to the next calendar year, notwithstanding the 280 hour carry forward limitation provided in this Section. In the event an employee has formally requested a specified period of vacation leave, and, that time is denied the employee in whole or in part because a more senior employee has requested a similar vacation period and said requests conflict with one another then the employee shall be allowed to carry over those number of hours of annual leave denied him as a result of the conflict, not to exceed 300 hours.

Any employee who resigns or is separated from the CITY service except in cases where the employee has been guilty of fraud or other activities resulting in monetary loss to the CITY, shall be entitled to cash compensation for unused vacation leave. Vacation leave shall not accrue during any period when an employee is absent from work without pay, the duration of which exceeds ten (10) working days.

SECTION 3                   SICK LEAVE WITHOUT PAY: Upon application of an employee, the Department Head may grant sick leave without pay for an entire period under those conditions set forth in Section 1 hereof when earned sick leave exceeds one year, it may be renewed, but the Department Head or the Personnel Director or his designated representative from time to time shall require that the employee submit a certificate from the attending physician or practitioner, or submit to a medical examination. In the event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of his duties, such sick leave shall be cancelled and the employee's service terminated.

SECTION 4                   FUNERAL LEAVE: In the event of the death of an employee's father, mother, sister, brother, spouse, or child related by blood, marriage or adoption, the employee will be permitted to take funeral leave of four (4) five (5) work days, with pay. In the event of the death of an employee's grandfather, grandmother, grandson, granddaughter, father-in-law, stepmother or stepfather, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, the employee will be permitted to take funeral leave of one (1) to three (3) work days, depending on the necessity of the circumstances. Funeral leave allowance must be approved by the Department Head or his designated representative and must include the day of the funeral. The Department Head may permit funeral leave with pay in such other instances as the Department Head shall determine are justified by the relationship between the deceased and the employee. In determining how much funeral leave to grant, where department head has discretion pursuant to this section, such department head shall take into consideration all relevant factors.

SECTION 5                    MILITARY LEAVE OF ABSENCE: An employee who is a member of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve shall be entitled to leave of absence from his respective duties without loss of pay on all days during which he is employed with or without pay under the orders or authorization of competent authority in the active service of the State or of the United States, for not to exceed fifteen (15) work days in any one (1) calendar year. Such leave of absence shall be in addition to the vacation leave provided herein. When the Governor of the State shall declare that a state of emergency exists, and any of the persons named herein are ordered to active service of the State, an additional leave of absence will be granted until such member is released from the active service by competent authority. During the additional leave of absence because of the call of the Governor, any employee subject to the provisions of this Section shall receive such portion of his salary or compensation as will equal the loss he may suffer while in the active service of the State. In the event an employee is on authorized military leave he shall be given the option of receiving full CITY compensation and in that event he shall return to the CITY the compensation received from the military organization or alternatively in the event an employee is on authorized military leave he shall have the option of receiving full military compensation and in that event he shall return to the CITY the compensation received from the CITY.

SECTION 6                    MILITARY LEAVE OF ABSENCE WITHOUT PAY: All employees who leave a position for the purpose of being inducted into, enlisting in, determining his physical fitness to enter, or performing training duty in the armed forces of the United States or the National Guard, shall, when ordered by proper authority to active service, be entitled to a leave of absence from such civil employment for the period of such service, plus ninety days, without loss of status or efficiency rating, and without loss of pay during the first fifteen days of such leave of absence; provided, such pay for the first fifteen days shall not be construed as being in addition to the pay provided in Section 6 hereof. The proper appointing authority may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than dishonorable, he shall be entitled to return to his former position or a position of like seniority, status, and the then prevailing pay, if he is still qualified to perform the duties of his former position. If such person is not qualified to perform the duties of such position upon his return by reason of disability sustained during the service, but is qualified to perform the duties of any other position in the CITY service, he shall be restored to such other position, the duties of which he is qualified to perform, as will provide him with the same seniority, status, and pay, or the nearest proximation thereof consistent with the circumstances in his case. Application for re?employment shall be made within ninety days after he is discharged from active duty. Such employee shall not be discharged from his former or new position without justifiable cause within one year after reinstatement.

SECTION 8 7                    OTHER LEAVES OF ABSENCE WITHOUT PAY: In addition to vacation, military or sick leave allowances, employees, including probationary employees, may be allowed to be absent from duty without pay



for a period not to exceed three (3) months on the basis of applications for leave without pay approved by their respective Department Heads and the Personnel Director or his designated representative. Leave may be extended beyond three (3) months only with the approval of the Personnel Board. Such leave shall be granted only when it will not adversely affect the interests of the CITY. The President and the Vice President of the local union shall be allowed to be absent from duty without pay for the period of his term of office to devote full time to his union duties upon application approved by the Department Head and the Personnel Director or his designated representative. An application for leave of absence for travel, study, or other educational purposes which will equip the employee to render more effective service to the CITY normally shall be deemed as not to adversely affect the interests of the CITY.

SECTION 8 CANCELLATION OF LEAVES OF ABSENCE: All leaves of absence shall be subject to the condition that the Department Head may cancel the leave at any time upon prior written notice to the employee and the Personnel Director specifying a reasonable date for the termination of the leave. The Personnel Director, or his designated representative, upon prior notice to the employee and the Department Head, may cancel an approved leave of absence at any time he finds that the employee is using the leave for purposes other than those specified at the time of approval. In case of an emergency, a Department Head may cancel all leaves by verbal or written communication.

SECTION 9 As used in this Article, continuous service or employment is defined in Article 8, Section 2. The provisions of this Section shall not apply to military leaves as provided in Section 7 hereof.

SECTION 10 AUTHORIZATION FOR LEAVE: No payment for any leave of absence shall be made until leave has been properly approved. Notification of any leaves of absence without pay shall be submitted to the Personnel Director prior to the taking of leave.

SECTION 11 LEAVE COMPUTATIONS: For the purpose of calculations, leave of absence shall be computed to the nearest one-half hour, and leave accruals shall be credited on the same basis. Employees shall not have deductions made from leave accumulations for holidays which occur at the beginning, during, or at the end of a period of leave with pay.

SECTION 12 ABSENCE WITHOUT LEAVE: Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action by the Department Head. In the absence of such disciplinary action any employee who absents himself for three days or more without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Department Head by a subsequent grant of leave with or without pay where extenuating

circumstances are found to have existed.

SECTION 13            JURY DUTY: When an employee is summoned for jury duty by a court of competent jurisdiction and his attendance in court is required during his regularly scheduled duty shift with the CITY, he shall receive his regular pay from the CITY during such service provided he turns his jury pay over to the CITY Finance Officer for those days he is normally scheduled to work and for which remuneration is claimed. The employee may also be required to furnish proof of said service from the court.

SECTION 14            Employees shall be granted time off, without loss of pay, for the purpose of donating blood to the American Red Cross, up to a maximum of two (2) hours per donation. The Personnel Director shall set forth a policy governing such leave.

## ARTICLE 18

### HOLIDAYS

SECTION 1            The following, in addition to any other days designated by the Mayor, are holidays and shall be observed in accordance with the dates established by the Federal Government or otherwise designated by the Mayor.

New Year's Day

President's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Columbus Day

Thanksgiving Day

The Day After Thanksgiving

Christmas

Employees Birthday

SECTION 2 For those employees working under the card system, the holidays shall be observed in accordance with Section 1 hereof. For those employees who do not work under the card system, whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

SECTION 3 All work performed on any observed holiday shall be compensated for at the rate of one and one-half (1½) times the actual number of hours worked on such holiday, in addition to holiday pay which shall constitute eight (8) hours of pay at straight time at the employee's rate of pay at the time of the observed holiday.

SECTION 4 Whenever an observed holiday falls during an employee's authorized leave or injured on duty period, such observed holiday shall not be charged against the employee's authorized leave or the injured on duty eligibility period of three hundred sixty-five (365) days provided for in Article 30. Whenever an observed holiday occurs on an employee's regularly scheduled day off, the employee shall observe the closest work day as the holiday. If an employee's regularly scheduled days off are Thanksgiving and the day after Thanksgiving then that employee shall observe Thanksgiving on the preceding Wednesday and the employee shall observe the day after Thanksgiving on Saturday. If the employee's regularly scheduled days off are Thanksgiving and the day before Thanksgiving then the employee shall observe the Thanksgiving holiday on the preceding Tuesday. If an employee's regularly scheduled days off are the day after Thanksgiving and following Saturday then the employee shall observe the day after Thanksgiving holiday on the following Sunday. The employee and supervisor may mutually agree to an observance different from the above. An employee must take his birthday holiday on his birthdate if that is a regularly scheduled work day, unless the employee and the supervisor agree that the employee may take another day as birthday holiday. If an employee's birthday falls on another recognized holiday as set forth in Section 1 hereof, then the employee shall observe the birthday holiday on his next regularly scheduled work day.

SECTION 5 Employees who are absent without leave on the work day immediately preceding or following the observed holiday, shall not be entitled to holiday pay or other provisions of this Article. Any suspension made under the provisions of this Agreement shall be treated as absence without leave under this Section.

SECTION 6 Whenever an observed holiday occurs on an employee's regular scheduled day off, and both the day before and the day after are work days for such employee, the holiday shall be observed on the day after the regular day off.

## ARTICLE 19

### HEALTH CARE AND DENTAL BENEFIT; LIFE INSURANCE

SECTION 1 Health Care Benefit: The CITY shall provide group health care benefits for each employee, and covered dependents. The health care coverage provided herein include the terms, conditions and restrictions provided under Nebraska Blue Cross Blue Shield master contract identified as 9836-5, Revised as of October 1, 2000, as amended, on file at Blue Cross Blue Shield of Nebraska. The CITY shall provide employees with a written summary of the health care benefits provide herein. Such health care coverage shall commence on the first day of employment.

SECTION 2 The health care benefit provided herein shall include, at a minimum:

a. Hospital Precertification - All in-patient admissions must be certified. Planned admission must be certified in advance, or as soon as medically possible. The penalty for failure to certify is \$500 of the in-hospital charges, which will not be paid by the CITY and will be the responsibility of the employee. Hospitalizations beyond the certified number of days must be recertified. If the hospitalization is recertified, there is no penalty. The penalty for hospitalization past the certified number of days a reduction by 50% of both physician and hospital covered charges, which will not be paid by the CITY and will be the responsibility of the employee.

Hospital certifications (and recertifications) shall be phoned in to a telephone number provided each employee on his/her I.D. card. The employee or any person on his/her behalf (e.g. spouse, nurse, doctor, hospital personnel) may precertify.

Any disputes regarding precertification or recertification in a particular case may be presented to the CITY'S Disputes Committee.

b. Comprehensive major medical health care coverage with 70% paid by the CITY and 30% coinsurance paid by the employee for covered charges, unless the health care services are provided by a preferred Provider Organization (PPO), in which case the CITY shall pay 80% and the employee shall pay 20% of covered charges.

The changes to Section 2(b), above, are effective upon the legal ratification of this Agreement.

c. Deductible \$150 individual/\$300 aggregate for family; deductible will apply to all covered services.

d. Maximum lifetime benefit/person \$2,000,000, and maximum \$20,000 lifetime benefit for chemical dependency.

e. Stop loss (maximum cost to employee for covered health care services in a calendar year) of \$650/person, or \$1,300 aggregate/ family per year. The deductible applies to stop loss.

f. Effective with the legal execution of this Agreement, the following items are excluded from coverage.

- elective  
corrective eye surgery (such as RK, PRK and Lasik  
and successors)
  
- all fertility  
procedures and fertility drug coverage

From and after the legal execution of this Agreement, newly hired employees shall pay a premium for the above health care of 10% of COBRA, single or family. Such premium does not apply to any employee hired before the legal execution of this Agreement.

SECTION 3                    A "prescription card" system for covered prescription costs will be provided in addition to benefits identified above. The parties agree that such prescription plan will include a minimum:

1.                    Each employee will be issued a card which will allow the employee or covered family member(s) to purchase prescriptions by paying, at the time and site of purchase, 20% of the cost of each covered prescription after the yearly deductible has been met.

2.                    The yearly deductible shall be \$60.00 for single or family coverage. The prescription deductible and co-insurance are separate and distinct from the health deductible and co-insurance, except that prescriptions dispensed in-hospital shall be applied to the health insurance deductible and co-insurance.

3.                    Unless specifically required by the physician, generic drugs will be dispensed whenever possible.

4.                    The card will be valid at the majority of pharmacies in the Omaha area, however, it is understood that some pharmacies may not participate. In order to be covered for prescription costs within the City, the employee must use a participating pharmacy.

5.                    After an employee has expended \$500 (after payment of deductible) in a given calendar year, the card will allow an employee to obtain covered prescriptions at a flat rate of \$3.00 per prescription.

6.                    It is understood that the employee percentage cost per covered prescription may be higher when prescriptions are purchased outside the City if participating pharmacies are available. Additionally, the employee will be required to pay the total cost and then seek reimbursement through a claim filing process.

7.                    Covered persons who require medication(s) for an extended period of time (in excess of thirty days) must be ordered through the CITY'S designated mail order program.

SECTION 4                    The provisions of Section 1 through 3 hereof, do not apply for any employee, except for those approved under the Family &

Medical Leave Act, who within any calendar month has not received any compensation from the CITY for work performed or utilization of paid leave, including IOD (or entitlement to payments under the Nebraska Workmen's Compensation Act for a temporary total disability). When an employee terminates his/her employment with the CITY, any payment for accrued benefits provided under this Agreement shall not be considered as compensation for work performed or utilization of paid leave within the meaning of this Article.

SECTION 5                If an employee does not receive health care benefits under the provision of Section 1, by virtue of Section 4, and such employee desires to continue such coverage, it shall be the responsibility of the employee to request continuation and timely pay and make the necessary arrangement of premiums to the CITY in order to maintain such coverage.

The covered dependents and surviving spouse of any employee who dies while on duty during the performance of his official duties shall be provided health care and dental coverage by the CITY consistent with those benefits provided by this Article. Said health care and dental care benefits are hereby provided to the surviving spouse and dependent children of any employee qualifying under this Section by virtue of a work related death, as described hereinabove, occurring on or after December 24, 2000. The health care and dental benefits for any surviving spouse qualifying under this Section shall cease (a.) upon his/her remarriage; or (b.) the attainment of the age of entitlement to Medicare as set by Federal Law, whichever event comes first. In the event the spouse of the decedent does not qualify for Medicare, the health care and dental coverage provided herein shall cease upon the surviving spouse's 65th birthday. The health care and dental benefits for any dependent child shall extend up to age nineteen (19) or through age twenty-three (23) so long as such child is a full time student.

SECTION 6                Retiree Health Care Benefits. The CITY shall provide substantially comparable to that provided in Sections 1 through 3 of this Article to an employee who takes his/her normal service retirement. The benefit provided for herein is confined to those employees who are at least 55 years of age or between ages 50 and 55, and meet the Rule of 80. Said benefit shall cease upon the employee reaching his/her 65th birthday, or whenever the retiree becomes eligible for Medicare, whichever is later, except as provided in the next paragraph.

For those employees who leave CITY employment; and defer their retirement; and who are eligible to retire within three years of leaving CITY employment without any deductions by meeting the "Rule of 80", the following "gap" health care coverage option is allowed:

The employee may elect to continue his health care coverage in effect at the time he leaves CITY employment. In order to do so he must pay the CITY, on a monthly basis, the COBRA premium. This payment will be made by automatic deposit to the CITY with the proper account set up as soon as practically possible following the date the employee leaves CITY service. When the former employee is granted a deferred service retirement he shall receive health care coverage pursuant to the first paragraph of this Section (employee no longer is required to pay a premium). Any failure to pay the COBRA premium will result in permanent cancellation of health care benefits, including the right to coverage (no premium) after the employee receives a deferred retirement.

An employee who leaves CITY employment and pays the "gap" health care premium pursuant to the above shall receive the same health care coverage during the "gap" period as do active employees. When such coverage is converted to normal retiree coverage, all other provisions of normal retiree coverage shall apply.

SECTION 7                    Disability Retiree Health Care Benefit. The CITY shall provide health care coverage substantially the same as provided in Sections 1 through 3 of this Article to any employee who is granted either a service connected or non-service connected disability pension. The provision of this benefit is contingent upon the employee paying, on a monthly basis, 50% of the COBRA rates. Such benefit shall cease upon the employee reaching his/her 65th birthday or whenever Federal Medicare becomes available to that employee whichever is later.

Dental Benefit. The CITY will make available either 1) the CITY'S self-insured dental care plan as set forth in the applicable master contract, or 2) HMO dental plan(s) as set forth in the applicable plan documents. The benefit provided under the CITY'S self-insured dental care plan shall include a maximum lifetime orthodontic benefit of \$1,200. For covered persons who begin orthodontic procedures after July 1, 2001, the maximum lifetime limit shall be increased to \$2,000.00. The HMO dental plan is contingent upon the employee paying 100% of the HMO established premium by payroll deduction. The City's self-insured plan is contingent upon the employee paying 100% of the premium by payroll deduction. Such premium shall be determined annually based upon the previous year's experience of the entire group of employees enrolled in the self-insured program.

SECTION 9                    Life Insurance. The CITY shall also provide and pay 100% of the present cost for a \$20,000 Group Term Life Insurance Policy (after the legal execution of the 2001 Labor Agreement, \$35,000) for each employee which shall become effective on the first day of employment.

CITY agrees to take whatever steps necessary



to have the City Life Insurance carrier offer continuation of an employees current term coverage when the employee retires (normal or any disability retirement) at whatever rates the carrier can offer. It is understood that the retired employee shall pay the cost of this coverage. If this option is cancelled by the CITY carrier or if the CITY accepts a bid without such optional coverage, the CITY will notify the UNION within 60 days prior to this optional coverage ending; and shall negotiate with the UNION regarding such optional coverage.

## ARTICLE 20

### WAGES

SECTION 1 Civilian Bargaining Unit job classification shall receive a 2.1% salary increase retroactive to December 24, 2000.

Effective December 23, 2001 all job classifications shall receive a 3.1% salary increase.

Effective December 22, 2002 all job classifications shall receive a 3.1% salary increase.

SECTION 2 Employees will be paid only by direct deposit of funds into employee account at recognized financial institution only. Employees must comply with the direct deposit procedures required by the Finance Department.

SECTION 3 The City agrees to maintain an every other Friday payroll procedure.

SECTION 4 The City agrees to continue I.R.S. 414 (h) tax deferred

pension contribution.

SECTION 5                    If an employee speaks a language other than English, including sign language for the deaf, with proficiency as determined by a test administered by the Personnel Department, and such employee is specifically assigned and required to use such skills in the performance of his duties, he shall receive an additional \$100.00 per month payable in each paycheck (26 installments of \$46.16 per pay period).

## ARTICLE 21

### SHIFT DIFFERENTIAL

Where an employee's regularly scheduled duty shift ends within the hours outlined below such employee shall receive shift differential pay as indicated:    FIRST LEVEL ? For those shifts ending between the hours of 8:01 p.m. and 4:00 a.m., the first level of shift differential pay in the amount of \$0.40 per hour shall be paid.    SECOND LEVEL ? For those shifts ending between the hours of 4:01 a.m. and 12:00 Noon, the second level of shift differential in the amount of \$0.50 per hour shall be paid.

Shifts ending between 12:01 p.m. and 8:00 p.m. shall not qualify for shift differential pay. Non-worked time, such as annual leave or sick leave, shall not serve as the basis for shift differential pay. Non-scheduled work time falling within the hours outlined will be treated as overtime, call in, etc. If an employee's regularly scheduled shift qualifies for shift differential that employee shall receive shift differential in the same amount for any non-scheduled time. If an employee's regularly scheduled shift does not qualify for any shift differential that employee shall not receive shift differential for any non-scheduled time.

## ARTICLE 22

## DRUG TESTING

The CITY currently has a random drug testing policy for employees whose job description require a Commercial Driver's License (CDL). Effective upon the legal execution of this Agreement, employees who are in "safety sensitive" positions as defined by court decisions will be required to be randomly drug tested. Such employee names will be added to the current CDL drug testing lists and shall be tested pursuant to the procedures set forth in the policy. Accordingly, all CDL holders and employees deemed to be "safety sensitive" shall be subject to the same random drug testing. The CITY and the UNION will meet upon the execution of this Agreement and mutually determine which positions are "safety sensitive."

## ARTICLE 23

### PERSONNEL FILES

SECTION 1                   An employee or his designated representative with written authorization shall, upon request, be permitted to examine his Personnel file. The employee shall, upon request, have made available to him within twenty-four (24) hours a copy of any material in his Personnel file.

SECTION 2                   Documented material concerning disciplinary action shall be made known to the employee upon request.

SECTION 3                   After two (2) years from date of issue an employee may request any and all written reprimands, suspensions and commendations shall be removed from the employee's Personnel file and shall not be considered or used against the employee for any reason nor referred to directly or indirectly in any Personnel file correspondence, documents or material.

SECTION 4                   The Union shall have the opportunity to examine any information which is given to the Personnel Board prior to its public hearing. For the purposes of effectuating this Section the Union or its attorney will be provided a copy of the material supplied to the Personnel Board at least three days prior to the Personnel Board hearing.

## ARTICLE 24

### NON-DISCRIMINATION

SECTION 1           The parties hereby agree not to discriminate against employees because of race, color, creed, sex, age, UNION affiliation, religious or political affiliations.

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

SECTION 3           If an employer has reason to reprimand an employee, it should be done in a reasonable and prudent manner. Whenever possible, a reprimand should be delivered in private. This is particularly so if the reprimand has serious consequences. The employer should at all times show appropriate respect for the employee.

SECTION 4           No employee covered under the terms of this Agreement shall be intimidated, harassed, coerced, restrained, penalized or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievance.

SECTION 5           Affirmative Action Program. It is the policy of the City to implement affirmatively equal opportunity to all employees and applicants for employment without regard to race, religion, age, sex, or national origin, and positive action shall be taken to ensure the fulfillment of this policy. Responsibility for ensuring compliance implementation of City's policy on equal employment opportunity is assigned to the various Department Directors and the Personnel Director. The Union agrees to cooperate with the City in the implementation of the Affirmative Action Program.

ARTICLE 25

CHECK-OFF

SECTION 1               The CITY shall deduct regular monthly UNION dues and assessments from the pay of each employee who has executed a written check-off form in accordance with the terms and provisions of such check-off form.

SECTION 2               Such deductions shall be made from each payroll period and will be remitted within ten (10) calendar days to the designated UNION office.

SECTION 3               Such monthly UNION dues and assessments shall be deducted in total for any pay which is due and owing to the employee during each payroll period.

SECTION 4               If in accordance with the terms and provisions of the check-off form, Appendix 4, an employee properly revokes such check-off authorization, it shall not become effective until the first payroll period of the succeeding calendar month.

SECTION 5               At the time of execution of the Agreement, the UNION shall advise the Payroll Division of the Finance Department of the CITY in writing of the exact amount of regular monthly UNION dues. If, subsequently, the UNION requests the Payroll Division of the Finance Department of the CITY to deduct additional monthly UNION dues, such request shall be effective only upon written assurance by the UNION to the Payroll Division of the Finance Department of the CITY that additional amounts are regular monthly UNION dues duly approved in accordance with the UNION'S constitution and bylaws. Such form shall be in accordance with the terms of Appendix IV and such form shall be treated for all purposes in like manner as the initial authorization form.

SECTION 6               The CITY shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which UNION dues are normally deducted after written notification to the Payroll Division of the Finance Department of the CITY of the error. If

the CITY makes an overpayment to the UNION, the CITY will deduct that amount from the next remittance to the UNION. The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.

## ARTICLE 26

### BULLETIN BOARDS, CITY POLICIES AND WHEEL TAX

SECTION 1           The CITY shall furnish the UNION with at least one (1) enclosed bulletin board, with lock and keys at each assembly area. The keys to the bulletin board shall be furnished only to the UNION representatives designated by the UNION. The UNION shall be entitled to post any material on the board provided that the same is on UNION stationery or otherwise authenticated or designated as being UNION Posted.

SECTION 2           The City will furnish the UNION with a copy of any new City, Departmental or Divisional policies issued. Employees are expected to familiarize themselves with any applicable City or departmental or divisional policies and are responsible to abide by those policies in addition to the rules of this contract. Any particular work rules must be set out by the division manager in writing. Copies of all work rules will be furnished to the Labor Relations Director and the Union. It is understood by, and between, the parties that various aspects of this contract (traditionally referred to by the parties as "work rules") may be changed because of particular circumstances that arise during the term of this agreement, upon mutual agreement of the City and the Union. Wages and benefits may not be so changed.

SECTION 3           City wheel tax for non-resident employees shall be deducted automatically from the first pay period in March of each year.

## ARTICLE 27

### UNION BUSINESS

SECTION 1                    UNION officials, not to exceed twelve (12) in number and not more than two (2) from each Division, except Street Maintenance, shall be permitted to take leave without pay for the purpose of attending common UNION functions in accordance with the provisions and conditions of Article 17, Section 8.

UNION officials, not to exceed six (6) in number from the Street Maintenance Division, shall be permitted to take leave without pay for the purpose of attending a maximum of two (2) common UNION functions monthly in accordance with the provisions and conditions of Article 17, Section 8.

If the above provision allowing two (2) employees from each Division to be off on unpaid leave to attend Union functions results in both employees coming from the same work shift, and also results in an undue hardship for the Division in effectively delivering City services, then both such employees shall be allowed leave on the condition that they remain available for immediate recall to work. Such employees shall provide their supervisor with a phone number at which they may be reached, carry a beeper and/or cellular telephone. Furthermore, such employees shall remain geographically close enough to their work location that they can return within 15 minutes.

SECTION 2                    UNION officers and officials as used in this Agreement mean an elected or appointed President, Vice President, Secretary, Treasurer, or Executive Board Member, or Union Stewards.

SECTION 3                    The President and Vice President will receive all the benefits from the City in the same manner as if they were a regular City employee. However, only one of these individuals, not both, will have such benefits paid for by the City. That person shall be entitled to receive a salary and benefits at the level of Waste Water Treatment Plant Chief Operator and shall be a regular classified City employee. The individual not receiving a salary shall, however, be entitled to receive the benefits thereof if he/she pays for such benefits at the level of the top step of the Master Electrician classification.

SECTION 4                    The UNION shall notify the CITY in writing of the name of its Chief Steward and the names of all other Stewards which it has designated by department, division and work location. The UNION shall also notify the CITY in writing of the names of an alternate Chief Steward and alternate Stewards who shall be entitled to act in the absence of the regularly designated Chief Steward or other Stewards. Any change in the Chief Steward or other Stewards or their alternatives shall be given in writing by the UNION to the CITY noting the effective date of the change. The Chief Steward or in his absence, his alternate, shall not be restricted in any manner concerning the performance of his Steward duties which include, but are not limited to, performing such duties and being at such

locations as provided in this Agreement where the employee has the right to have a UNION representative present. Other Stewards or their alternates shall have the same rights as the Chief Steward except performance of their functions shall be limited to the department, division, and work location designation that the UNION has provided to the CITY in writing.

## ARTICLE 28

### JOINT ADVISORY COMMITTEE

In the interest of sound industrial relations, a joint committee of six (6) members, half of whom shall be from the CITY and half of whom shall be from the UNION, will convene not less than once every calendar month unless waived by mutual consent of the parties for the purpose of discussing subjects of mutual concern. The Personnel Director or his designated representative shall be permanent members of the joint committee. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

During the term of this contract the parties agree to meet as needed to discuss consolidation or elimination of job classifications.

## ARTICLE 29

### SAVINGS CLAUSE

SECTION 1            If any provision of this Agreement is subsequently declared to be unlawful or unenforceable by a court of competent jurisdiction or by the operation of any national law or statute of the State of Nebraska, all other provisions of this Agreement shall remain in full force and effect for its duration. In such event, the parties agree to negotiate and attempt to arrive at a substitute provision; provided, however, neither party is required to agree to a substitute provision.



ARTICLE 30

INJURIES IN THE LINE OF DUTY ??

TEMPORARY DISABILITY

SECTION 1            Any bargaining unit employee who shall sustain injuries or sickness, arising out of and in the course of his/her employment which are of such a character as to unfit him temporarily for active duty, shall be paid an amount which will compensate him with the same amount of "take home" (gross pay is net less federal and state taxes) pay that he was receiving prior to the injury. (I.O.D. pay is not taxable so the base pay will be lowered to an amount sufficient to allow for the same take home, but not a windfall for the period of such temporary disability, but not to exceed three hundred sixty-five (365) calendar days for each injury. Injury in the line of duty payments, provided herein shall be approved within thirty (30) calendar days following date of temporary total disability and in the event it is not approved prior to that date it shall be presumed to be denied and the employee or his UNION representative thereafter shall be entitled to pursue his remedies at law or under this contract, provided, that the UNION or the employee and the CITY may mutually agree to a time extension.

ARTICLE 31

RESIDENCY

Residency within the City Limits of Omaha shall not be required as a condition of employment or continued employment with the CITY.

ARTICLE 32

SEASONAL & PART-TIME EMPLOYEES

SECTION 1           The CITY shall not employ seasonal employees within any Civilian Bargaining Unit job classification whose "A" step is greater than the "A" step of job classification "Automotive Equipment Operator I" unless said job classification requires a special license, permit, certification pursuant to any local, state or federal regulations and/or requirement. The City will be allowed to employ seasonal employees higher than AEO I on a case-by-case basis upon mutual agreement with the Union.

SECTION 2           Part-time employees shall be permitted to work a maximum of one thousand six hundred and sixty-four (1,664) hours in one payroll year.

SECTION 3           No seasonal or part-time employee shall be employed in a position that has been abolished within 120 calendar days previous.

SECTION 4           No part time or seasonal employee within the Civilian Bargaining Unit job classification shall be paid at a step higher than the "D" step.

ARTICLE 33

SAFETY

SECTION 1           The City of Omaha agrees to notify a designated Union Official of any accident wherein a City employee or employees are injured to the extent of requiring either or both the dispatch of a rescue squad or hospitalization of the employee. A notice to the designated Union Official shall be done as quickly as practicable upon the Safety Inspector's becoming aware of the accident.

The parties agree to continue their joint efforts and participation in the all-City Safety Committee and the Divisional Safety Committees. The parties agree that this committee shall meet the requirements of LB 757.



PARK CARETAKERS:

shirts each year 2001 - 2002 and 2003: 3 uniform

INSPECTOR IN PLANNING DEPARTMENT:

shirts each year 2001 - 2002 and 2003: 3 uniform

ADMINISTRATIVE SERVICES DEPARTMENT ?? ELECTRICIANS, PLUMBERS, STATIONARY ENGINEERS, AND MAINTENANCE REPAIRER I & II:

shirts each year 2001 - 2002 and 2003: 3 uniform

COLLECTORS ONLY): TRAFFIC DIVISION SEMI-SKILLED (METER

and/or jackets as needed 2001 - 2002 and 2003: shirts

POLICE DEPARTMENT FRONT DESK PERSONNEL

2001: 1 pair pants or skirt  
1 shirt, long or short sleeve

2002: 2 pants or skirt, or combination

2 long sleeve shirts  
2 short sleeve shirts  
2 ties  
1 belt

2003: Same as 2001

SEWER MAINTENANCE:

- First year of employment - \$100/year
- Subsequent years - \$50/year

ENVIRONMENTAL/AIR QUALITY:

- Inspector: Same as Sewer, above
- Clerical: Two shirts per year

COMPOST OPERATOR:

- First year of employment - 5 shirts, one hat
- Subsequent years - 3 shirts, one hat
- Jacket replaced every two years

STREET MAINTENANCE:

- \$100 per year

Newly hired employees shall be furnished, upon beginning employment with the uniform for 2001 as above. Uniforms and/or funds will be provided to employees pursuant to above by March 1 of each year. When specific items

of clothing are specified, employee may substitute other items if they are approved by Department.

If the wearing of uniforms is required by the City, the City will pay for such uniforms. Furthermore, employees will be disciplined if they do not wear the appropriate mandatory uniform.

In addition to the uniforms listed above, the City and the Union may mutually agree on uniforms for additional employees, and, as needed, agree that the City will furnish uniform items different than listed.

ARTICLE 35

PENSIONS

SECTION 1: CONTRIBUTIONS

To fund all benefits within this Article, each employee and the CITY shall contribute to the employee's Retirement System ("System"). The employee shall contribute every bi-weekly payroll period 4.85% of his gross compensation. The employee's contribution shall be deducted prior to federal income tax withholding as allowed by IRS 414(h). The CITY shall contribute annually 6.05% of each employee's total annual salary. Effective upon passage of this Contract in 2001, the contributions as set forth above will be increased as follows:

Effective Employee		City
Upon passage of 2001 Contract		
.13%		.13%
	December 23, 2001	
.35%		.35%
	December 22, 2002	
.37%		.37%

The above adjusted contributions are based on Milliman and Robertson, Inc. actuarial report, dated September, 2000, to the City of Omaha Employee's Retirement System relating to special topics on Early Retirement - Rule of 80/Age 50 and Service Retirement Pension.

SECTION 2: SERVICE CREDIT

Each full month of paid employment in which contributions are made into the Employee's Retirement System. Any leave without pay greater than thirty (30) consecutive days shall be deducted from total service credit. Service credit shall be allowed for such time as a member shall have been in the service of the armed forces of the United States as a draftee, at any time, or as a volunteer in time of war; provided, such member shall reenter the service of the CITY within a period of ninety (90) days from the date of termination of active military service.

SECTION 3: RETIREMENT BENEFITS

Pensions are calculated using the applicable percent of the employee's pay from the highest consecutive 26 bi-weekly payroll periods within the last five (5) years of service.

a. Service Retirement. An employee is eligible for service retirement based on his age and years of service, and with pension at the percent as indicated below.

Minimum Years of Service	Minimum Age	Percent
5	55	2
5	60	2
30	50	2

To receive a service retirement between ages 50 and 54, must meet the Rule of 80; between the ages of 55 and 59, an employee can receive a service retirement by meeting the Rule of 80, or taking a reduced benefit of eight (8) percent per year prior to age 60. Upon obtaining age 60, the Rule of 80 is not required. "Rule of 80" means the sum of the employee's age and service credit must equal 80 or greater.

b. Deferred Service Retirement. An employee whose employment with the CITY is severed or terminated prior to attaining eligibility for service retirement, but who has served at least five (5) years, can elect to leave his contributions in the System and thereby shall be eligible for a deferred service retirement, with pension payments commencing at the age of and percentage as indicated below.

Age At Which		
Minimum Years of Service	Pension Commences	Percent
5	55	2
5	60	2

To receive a deferred service retirement between ages 55 and 59, a former employee can receive a benefit by meeting the Rule of 80 or taking a reduced benefit of eight (8) percent per year prior to age 60. Upon obtaining age 60, the Rule of 80 is not required. The Rule of 80 provision is the same as identified under Service Retirement.

Effective December 23, 2001, 2.05% for each year or portion thereof, of service.

Effective December 22, 2002, 2.10% for each year or portion thereof, of service.

In the event a member, who has elected to vest, dies before he/she commences receiving such member's service retirement pension, the surviving spouse qualified to receive pension benefits under the provisions of Section 5 or, in the event the surviving spouse is not entitled to benefits under said section, the deceased member's natural or legally adopted children who qualify for pension benefits under Section 5 shall be entitled to receive a monthly pension; and, in addition thereto, as set forth in Section 3, each child shall receive five (5) percent of the accrued service pension, but not to exceed a maximum of 20 percent for all children, until age 18 or marriage, whichever event occurs first, or, in lieu thereof, at the option of the qualified surviving spouse, or, if not qualified, the qualified surviving child or children, shall be entitled to receive an amount payable in a lump sum equal to the member's total contributions, including interest thereon to date of death. In the event such member dies after commencing to receive the service retirement pension, the qualified surviving spouse, or, if not qualified, the qualified surviving child or children, shall be entitled to receive a monthly pension until age 18 or marriage, whichever event occurs first, as set forth in Section 5, or, in



lieu thereof, at their option, shall be entitled to receive an amount payable in a lump sum equal to the balance, if any, of the total accumulated contributions, including interest thereon as of the date the member's service retirement pension first commenced, less all service retirement pension payments made prior to date of death, plus a death benefit in the sum of \$5,000.00. In the event that more than one child qualifies for benefits under the provisions of this section, such benefits shall be apportioned equally among said children.

A member who elects the deferred vesting rights in accordance with this Section shall retain only the specific benefit rights as set forth in this Section. Health care coverage and any benefits not listed above will not continue unless provided by Article 19, Section 6.

The pension of any person who elected a deferred service retirement pension shall be calculated using the percentage in effect at the time such person severed or terminated City service.

#### SECTION 4: DISABILITY BENEFITS

Pensions are calculated on employee's base compensation for the last full month prior to disability.

a. Service-Connected Disability Retirement. An employee who sustains an injury or illness in the line of duty and as a result becomes unfit for active duty shall be granted a service-connected disability retirement of 60%, only if the employee has served a minimum of six months.

Pension payments for service-connected disability retirements shall be reduced by the dollar amount equivalent to any worker's compensation benefits paid to the retiree after placed off on disability and/or the initial Social Security disability award relating to the disability awarded under the pension.

Additionally, the City shall pay for medically necessary covered services incurred as a result of the injury or illness causing the disability retirement. Experimental medical treatments, as defined under the City's health care program at the time the services are rendered, and drugs are excluded from this benefit.

b. Non-Service-Connected Disability Retirement. An employee who

sustains an injury or illness not in the line of duty and as a result becomes unfit for active duty shall be granted a non-service-connected disability retirement of 60%, only if the employee has served a minimum of 5 years.

Pension payments for a non-service-connected disability retirement shall be reduced by the dollar amount equivalent to any initial Social Security disability award relating to the disability awarded under the pension.

An employee shall be entitled to a disability pension (service or non-service connected) only if he/she is permanently unable to perform duties of current job classification and cannot be reasonably accommodated by the City through reassignment to a lateral or lower classification. Such an accommodation shall be to a classification which may result in a lower pay rate of not more than 20% from his/her current pay.

Benefits provided under this Section shall continue as long as he/she remains unfit for active duty or until age 65, whichever event occurs first. Upon attaining age 65, the disability pension shall be converted to a service retirement calculated in accordance with the provisions under Section 2 and 3a. In calculating the service retirement benefit, at age 65, no individual shall receive more than 30 years of service credit for any combination of years of actual employment and years on disability, unless that individual's service credit based upon actual employment exceeds thirty (30) years; if so, then the calculation shall be based on actual employment. The five (5) year service completion requirement shall be waived upon conversion to a service retirement pension at age 65.

The Board of Trustees of the Employees' Retirement System may direct such retired member (a) to submit to medical examinations to ascertain that such retired member remains unfit for active duty, and (b) to provide timely authorization to the Board to enable the Board to obtain information from the Social Security Administration regarding disability benefits received within this section. Refusal to timely provide such authorization shall result in cessation of monthly disability pension benefits.

#### SECTION 5. SURVIVOR BENEFITS

a. Widow/Widower Pensions. A monthly pension shall be payable to a widow or widower of an employee or retiree if the widow/widower was legally married to the employee or retiree at least one full year prior to the death of the employee or retiree. Benefits will continue for the widow or

widower until death unless he or she shall remarry. If the widow or widower remarries, all rights to such pension shall be terminated forever. Pension benefits for a widow or widower shall be as follows:

Status of Employee	Percent
Service Retirement	75% of deceased member's accrued service pension
Disability (prior to retiree reaching age 65)	
+ Pension commenced prior to 6/7/83	75% of retiree's monthly disability pension.
+ Pension commenced 6/7/83 or after	75% of retiree's monthly accrued service retirement, at time of death.
Active	
+ After obtaining five (5) years of membership service credit	75% of deceased member's accrued service pension benefit.
+ After six (6) months of membership service credit if death results from service-connected injury or illness.	75% of deceased member's accrued service pension benefit.

b. Children's Pensions. If a member dies after attaining five (5) years of membership service credit, or death results from a service-connected injury or illness after six (6) months of membership service credit, or has retired, a monthly pension shall be payable to each unmarried child under the age of eighteen (18) of a deceased employee or retiree. The monthly pension shall be based on the deceased member's

accrued service pension.

Number of Eligible Children	Percent
1	05
2	10
3	15
4 or more	20

If a member dies and leaves no surviving spouse, or upon the subsequent death of the surviving spouse, or where the surviving spouse is not entitled to benefits under Section 5a, said deceased member's natural or legally adopted child(ren) shall be entitled to receive a monthly pension benefit in the amount of 75% of the deceased member's accrued service pension as of the date of death, in addition to benefits identified under Section 5b. Such monthly pension shall be apportioned equally among the eligible children.

The pension for each child shall be paid monthly to age 18 or death or marriage, whichever occurs first. In the event any child is totally disabled at the time of death of an employee or retiree and has been so totally disabled or totally dependent for support since prior to age 18, whether or not such child was under the age of 18 at the time of such death, such monthly pension benefit shall be paid until the cessation of total disability or dependency for support, whichever occurs first.

#### SECTION 6: REFUND OF CONTRIBUTIONS

Refunds of accumulated contributions to the System shall be made from the System as follow:

a. Upon approval by the System's Board of Trustees of an application for refund of contributions when employment is terminated and the employee is not eligible for retirement, full refund of employee contributions with interest shall be made.

b. Upon approval by the System's Board of Trustees of a former employee's application for refund of contributions after the former employee had initially elected deferred service retirement and is not yet eligible to receive pension payments, full refund of employee contributions with interest shall be made.

c. Upon the death of an employee or retiree where no widow or widower or children are left surviving who are entitled to pension benefits, a lump sum refund equal to the employee's accumulated contributions, or the retiree's balance of accumulated contributions, plus interest, in excess of total pension payments made to the retiree, plus a death benefit in the sum of \$5,000, shall be made to the designated beneficiary or heirs at law.

d. Upon cessation of pension benefits to a widow or widower or child(ren), a lump sum payment equal to the balance, if any, of the deceased's accumulated contributions in excess of the total amount of pension payments made to the retiree, widow, widower, and child(ren) shall be made to the widow or widower or child who is last to cease receiving a pension benefit from the System.

Any eligible person who receives a refund by virtue of this section shall forfeit any and all benefits under this article. If prior members became re-eligible for membership under the Employees' Retirement System, he/she shall be considered a new member, unless such prior member pays, in a lump sum, the refunded contributions plus interest that previously had been established by the Board of Trustees as the annual interest rate for those years during which the prior employee was not a member of the system, to the system, such individual shall then receive pension credit for the prior period of employment. Such payment must be made on or before the expiration of the individual's probationary period. If such payment is not made within said time frame, the employee is barred from purchasing back prior service credit at a later time.

#### SECTION 7: DEATH BENEFITS

Within three (3) business days from the date the Personnel Department receives appropriate certification of an employee's or retiree's death, a lump sum death benefit shall be paid to the deceased's designated beneficiary.

Upon the death of an employee or retiree where a widow or widower or child(ren) are left surviving who are eligible for pension benefits, a lump sum death benefit of \$5,000.00 shall be made.

No benefits shall be paid pursuant to the provisions herein to a beneficiary of a member when such beneficiary has been convicted of unlawfully causing the death of said member.

Any benefits payable on account of death as provided herein or under Section 6c shall be in addition to any amount received under the Nebraska Workers' Compensation act. In the event it is determined that due to the receipt of workers' compensation or social security benefits there has been an overpayment of benefits from this system which has not been resolved and satisfied, the lump sum benefits provided for in this section shall not be paid. Additionally, the lump sum benefits provided for herein may be used to satisfy and reimburse the system for said overpayments. In the event the lump sum benefits are insufficient and fail to satisfy in full the amount due the system, partial satisfaction received from the lump sum payment shall not constitute a waiver, release or satisfaction of the amount remaining due the system.

#### SECTION 8: PENSION SUPPLEMENT

The CITY will provide a pension supplement of three percent (3%) or fifty dollars (\$50) per month, whichever amount is less, beginning in the sixty-first (61st) month of retirement. This supplement will continue on an annual basis with increases effective on the pension anniversary date. This supplement shall only apply to those retirees who commenced pension before January 27, 1998.

#### SECTION 9: "QUALIFIED PLAN"

The CITY shall take such action as is necessary so that the System will continue to be a plan qualified under applicable Internal Revenue Service rules (414(h)), which status will allow the employee to pay his portion of the pension contribution pretax.

#### ARTICLE 36

#### TOTAL AGREEMENT

All agreements between the parties have been incorporated into the written language of the Agreement. This contract expresses the full and total agreement between the parties, and there exists no other oral or written agreements.

## ARTICLE 37

### AMERICANS WITH DISABILITY ACT

Notwithstanding any provisions in this Agreement, the City, upon notice to the Union, may relocate, transfer, reassign, modify job duties of any employee or take any other appropriate action in order to comply with the A.D.A.

## ARTICLE 38

### COMPENSATORY TIME

An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of one hundred twenty (120) hours of compensatory time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken within three months after the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid for in cash. However, the employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of compensatory time is to be requested just like annual leave, and may be denied as any other annual leave.

Any overtime, court pay, or call in pay is eligible to be selected by the employee. Any pay earned at straight time shall be placed in the employee's comp time bank at straight time; any pay earned at overtime rates shall be placed in the employee's comp time bank at time and one-half.

It is understood that some employees will have large balances of comp time in addition to their annual leave balances. Employees may elect to request either comp time or annual leave. Such requests should be granted based upon whether or not the employee's absence from the job on the requested time causes an undue hardship to the delivery of CITY services. If it is determined by the supervisor that the employee can be absent, such

supervisor has no authority to deny comp time, and instead grant annual leave.

#### ARTICLE 39

##### LONGEVITY PAY

Each employee who during a bi-weekly payroll period has received compensation from the City for work performed or utilized paid leave shall receive longevity pay in addition to his regular base pay on the basis of the following schedule:

Employees with 7 years of service up to 14 years of service - \$25.00 per month (\$11.54 per pay period)

Employees with 14 years of service up to 21 years of service - \$40.00 per month (\$18.47 per pay period).

Employees with 21 years of service or more - \$57.66 per month (\$26.62 per pay period).

"Years of service" means continuous full time, classified city service.

#### ARTICLE 40

##### DURATION OF AGREEMENT

This Agreement shall be and shall remain in full force and effect from and after December 24, 2001 until December 20, 2003, and thereafter one (1)



calendar year periods, unless one of the parties hereto on or before April 1st of any such year shall notify the other party hereto in writing of its desire to modify the same, or any part thereof.

IN WITNESS WHEREOF the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 1998.

Omaha City Employees Local No. 251,  
American Federation of State, County and  
Municipal Employees, A.F.L. ? C.I.O.

City of Omaha

By \_\_\_\_\_  
By \_\_\_\_\_

President  
Mayor

ATTEST:

By \_\_\_\_\_  
By \_\_\_\_\_

Negotiating Committee Chairman  
Clerk of the City of Omaha

City

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

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APPENDIX I (NEW)

CLASSIFICATIONS ? CIVILIAN MANAGEMENT

Code  
Pay

No.  
Title  
Range

Class

0030  
Secretary  
11.1 MC

Executive

0050  
Supervisor  
11.1 MC

Office

0070  
Manager  
16.1 MC

Office

0080  
Manager

Information Systems

23.2 MC

0090  
Supervisor  
MC

Word Processing

11.1

0100  
Coordinator  
16.2 MC

Public Events

0110 Manager 29.3 MC	Public Events	
0120 Coordinator	Public Events Marketing	14.1 MC
0125 Coordinator MC	Special Projects	14.1
0130 Assistant	Public Events Administrative	11.1 MC
0140 Manager 23.1 MC	Box Office	
0145 Supervisor	Research & Planning	16.1 MC
0150 Coordinator MC	Crime Prevention	9.1
0155 Specialist 7.1 MC	Crime Prevention	
0160 Supervisor 16.1 MC	Crime Analysis	
0165 Specialist	Research & Planning	12.1 MC
0170 Volunteers 9.1 MC	Coordinator of	
0175 Coordinator MC	Fleet & Facilities	10.1
0180 Supervisor MC	Detention Center	14.1
0190 Manager 18.3 MC	Detention	
0195 Specialist 4.1 MC	Gang	

0200 Manager 16.1 MC	Impound Lot	
0210 Specialist 9.1 MC	Fiscal	
0220 Coordinator	Telephone Systems	16.2 MC
0215 Specialist	Local Area Network	12.2 MC
0220 Coordinator	Telephone Systems	16.2 MC
0225 Specialist	Microsystems Suppt.	12.2 MC
0230 M.I.S. MC	Training Specialist -	16.2
0235 Analyst 18.3 MC	Applications	
0240 Administrator 18.3 MC	Network Sys.	
0255 Manager 26.2 MC	M.I.S.	
0265 Academy	Training Specialist -	12.2 MC
0300 Foreman	Graphics & Printing	9.1 MC
0330 Buyer 14.3 MC		
0350 Agent 23.3 MC	Purchasing	
0370 Supervisor 18.1 MC	Payroll	
Code Pay		

No. Title Range	Class	
0390 I 14.2 MC	Accountant	
0400 II 18.1 MC	Accountant	
0410 III 23.1 MC	Accountant	
0415 Manager 25.1 MC	Revenue	
0610 Specialist 9.2 MC	Human Relations	
0620 I	Human Relations Representative	14.2 MC
0630 II	Human Relations Representative	17.2 MC
0720 Specialist 7.1 MC	Library	
0730 I 12.1 MC	Librarian	
0740 II 16.1 MC	Librarian	
0745 Manager	Library Spec. Projects	16.1 MC
0750 III 19.1 MC	Librarian	
0810 Investigator 18.2 MC	Legal	
0910 Specialist	Planner	

9.2 MC		
0920 I 15.2 MC	City Planner	
0930 II 19.1 MC	City Planner	
0940 III 23.1 MC	City Planner	
1310 III 12.2 MC	Drafting Technician	
1320 Manager 20.1 MC	Right of Way	
1330 II 15.2 MC	Right of Way Agent	
1350 III 12.2 MC	Engineering Aide	
1360 I MC	Engineering Technician	16.1
1370 II	Engineering Technician	18.2 MC
1380 Manager	Engineering Services	21.2 MC
1410 Specialist 9.2 MC	Public Works	
1460 I 16.3 MC	Civil Engineer	
1470 II 20.1 MC	Civil Engineer	
1480 III 23.2 MC	Civil Engineer	
1490	Civil Engineer	



Inspector 17.3 MC		
1810 Inspector 16.3 MC	Chief Field	
1870 I 16.2 MC	Plans Examiner	
1880 II 18.2 MC	Plans Examiner	
1885 Structures	P & I Superintendent ?	23.2 MC
1895 Mechanical/Electrical	P & I Superintendent ?	23.2 MC
2045 Specialist 14.1 MC	Compliance	
2050 Manager	Contract Administration	23.1 MC
2060 Architect 17.2 MC	City	
2100 I	City Maintenance Foreman	9.2 MC
2110 II	City Maintenance Foreman	12.2 MC
2120 III	City Maintenance Foreman	15.2 MC
2130 Supervisor MC	City Maintenance	18.2
2140 Superintendent	City Maintenance	21.3 MC
2170 II 10.2 MC	Stationary Engineer	
2180 Foreman	Automotive Repair	12.3 MC
2190 Manager	Equipment Services	26.2 MC



2240 Criminalist 15.2 MC		
2245 Manager MC	Crime Laboratory	18.4
2250 Analyst 14.2 MC	Crime	
2340 Forester 15.1 MC	Assistant	
2350 Forester 23.1 MC		
2410 Superintendent 12.3 MC	Golf Course	
2415 Coordinator	Contractual Services	15.1 MC
2430 I	Parks & Recreation Planner	15.2 MC
2440 II	Parks & Recreation Planner	19.2 MC
2500 Supervisor 14.1 MC	Recreation	
2510 Coordinator 18.1 MC	Recreation	
2530 Manager 23.1 MC	Recreation	
2540 Manager 23.1 MC	Golf	
2550 Manager MC	Park Maintenance	23.1
2560 Professional 4.1 MC	Golf	

2565 Professional 9.1 MC	Senior Golf	
4001 Council	Secretary to the City	12 AEC
4002 Council	Assistant to the City	29 AEC
4003 Lobbyist 20 AEC	City	
4004 Clerk 16 AEC	Deputy City	
Code Pay		
No. Title Range	Class	
4005 Clerk 26 AEC	City	
4006 Assistant 17 AEC	Council Staff	
4010 Law	Executive Secretary ?	11 AEC
4011 Personnel	Executive Secretary ?	11 AEC
4012 Finance	Executive Secretary ?	11 AEC
4042 IV 28 AEC	Accountant	
4043 Comptroller 29 AEC	City	
4051 Specialist 9 AEC	Personnel	

4052 I AEC	Personnel Technician	14
4053 II AEC	Personnel Technician	18
4054 III AEC	Personnel Technician	22
4056 IV AEC	Personnel Technician	26
4057 Inspector 11 AEC	Safety	
4058 Analyst 16 AEC	Employment	
4064 III	Human Relations Representative	22 AEC
4076 Director 23 AEC	Assistant Library	
4080 Assistant 9 AEC	Paralegal	
4081 Attorney 10 AEC	Associate	
4082 I 20 AEC	Attorney	
4083 II 25 AEC	Attorney	
4084 III 28 AEC	Attorney	
4085 IV 33 AEC	Attorney	
4086 Attorney	City	

39 AEC

4095 City Planner  
IV  
26 AEC

4106 H.C.D. Technician  
IV  
26 AEC

4151 City Engineer?Transportation  
Services 29 AEC

4169 City Engineer ? Environmental  
Services 29 AEC

4250 Parks, Recreation & Public Property  
Administrator 25 AEC

APPENDIX 2 (NEW)

CLASSIFICATIONS ? FUNCTIONAL

Code  
Pay

No.  
Title  
Range

Class

3000 Administrative Typist  
I  
5 FC

3010 Administrative Typist  
II  
9 FC

3020 Administrative  
Clerk  
9 FC

3030 Senior Administrative  
Clerk

11 FC

3035 Clerk 14 FC	Senior Payroll	
3040 I	Administrative Secretary	9 FC
3050 II	Administrative Secretary	12 FC
3060 III	Administrative Secretary	14 FC
3065 Receptionist 2 FC	Administrative	
3067 Council	Receptionist to the City	5 FC
3070 I	Correspondence Secretary	10 FC
3080 II	Correspondence Secretary	12 FC
3090 Operator 14 FC	Graphics	

### APPENDIX 3

Supervisory employees are defined as:

"any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment."

Professional employees are defined as:

"(a) any employee engaged in work (1) predominantly

intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (2) involving the consistent exercise of discretion and judgment in its performance, (3) of such a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; (4) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education or from an apprenticeship or from training in the performance of routine mental, manual, or physical processes; or

(b) any employee who (1) has completed the courses of specialized intellectual instruction and study described in clause (4) of paragraph (a), and (2) is performing related work under the supervision of a professional person to qualify himself to become a professional employee as defined in paragraph (a)."

#### APPENDIX 4

AFSCME Local 251, AFL?CIO  
Deduction of Dues

Authorization for Payroll

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for the regular payment of dues established by AFSCME Local Union No. 251. The amount shall be certified by said Local Union and any changes in such amount shall also be certified. The amount deducted shall be paid to AFSCME Local No. 251. This authorization may be terminated by me within a 10 day period preceding July 1 of each year and at no other time during the year by written notice to Local 251. I also hereby designate AFSCME Local No. 251, AFL?CIO, as my duly chosen and authorized representative on matters relating to my employment in order to promote and protect my economic welfare.

X \_\_\_\_\_ Social Security

No. \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

(Employee's Signature)

Print or  
Type \_\_\_\_\_

	Last Name		
First	Middle Initial		Date Card Signed

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Street Address City	State	Zip
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Department/Division Job Classification	Employee
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APPENDIX 5

CITY OF OMAHA

CIVILIAN BARGAINING UNIT EMPLOYEES

AND OMAHA CITY EMPLOYEES LOCAL NO. 251

OFFICIAL GRIEVANCE FORM

NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

CLASSIFICATION: \_\_\_\_\_

WORK SHIFT: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

IMMEDIATE

SUPERVISOR: \_\_\_\_\_

I authorize the A.F.S.C.M.E. Local No. 251 as my representative to act for me in the disposition of this grievance.





Distribution:

1. Labor Relations Department
2. Union
3. Employee