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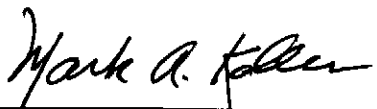
**CITY OF LINCOLN  
DIRECTORIAL ORDER**

NO. 06307

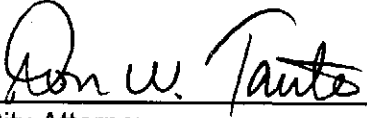
**BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Mayor of the City of  
Lincoln, Nebraska:**

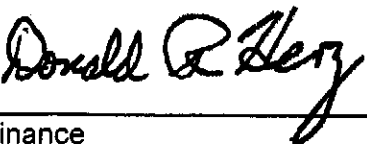
Pursuant to the delegation of authority under Executive Order No. 81495 and Administrative Regulation No. 26, I hereby execute this Directorial Order on behalf of the City of Lincoln. This Directorial Order approves the attached Letter of Agreement dated August 29, 2011, between the City of Lincoln and Public Association of Government Employees effective August 18, 2011. This Letter of Agreement is the complete agreement of the parties.

Dated this 29th day of August, 2011.

  
\_\_\_\_\_  
Mark Koller  
Personnel Director

Approved as to Form & Legality:

*for*   
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Finance

**FILED**

**AUG 29 2011**

**CITY CLERK'S OFFICE  
LINCOLN, NEBRASKA**

**COPY****LETTER AGREEMENT**

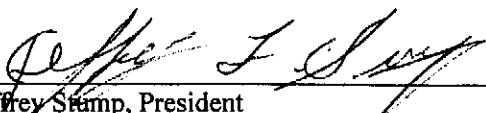
This Letter Agreement is made this 29 day of AUGUST, 2011, between the Public Association of Government Employees (PAGE) and the City of Lincoln, Nebraska (City) for the purpose of reducing to writing the parties' understanding regarding proposals discussed and tentatively agreed to during negotiations for the 2011-2012 Collective Bargaining Contract and to incorporate the changes ordered by the Commission of Industrial Relations for the 2010-2011 Collective Bargaining Contract and to carry forward those changes.

The parties therefore agree as follows:

1. All changes ordered by the Commission of Industrial Relations effective for the 2010-2011 Collective Bargaining Contract are hereby incorporated into the attached legislative agreement and shall carry forward and be effective for the 2011-2012 contract year; provided, however, the parties disagree on what, if any, effect the CIR Order in PAGE v. City of Lincoln, Case No. 1238, has on Article 19, § 4 relating to compensatory time;
2. The parties' tentative agreement to modify Union Proposal No. 3 regarding Article 22 safety glasses is hereby agreed to and shall be effective for the 2011-2012 contract year;
3. The parties' tentative agreement to modify Union Proposal No. 4 regarding Article 17 safety boots is hereby agreed to and shall be effective for the 2011-2012 contract year as well as the Appendix outlining the list of classes to which the provisions of Articles 22 and 17 are applicable;
4. The parties' tentative agreement to City Proposal No. 5 regarding out-of-class pay and to provide a 3.5% increase for an employee at the maximum of a pay range is hereby agreed to and shall be effective for the 2011-2012 contract year.
5. The parties' tentative agreement to City Proposal No. 7 regarding increase to health insurance deductibles and out-of-pocket maximums is hereby agreed to and shall be effective for the 2011-2012 contract year; and
6. The parties' tentative agreement to the amendment to Article 19 Section 2 regarding call-back pay to address an issue occurring at Lincoln Water System is hereby agreed to and shall be effective for the 2011-2012 contract year.

All of the provisions outlined above are incorporated into Attachment A attached hereto and by this reference made a part hereof.

This Letter Agreement is hereby executed by the Public Association of Government Employees on this 29 day of AUGUST, 2011.

  
Jeffrey Stamp, President

This Letter Agreement is hereby executed by the City of Lincoln, Nebraska, on this 29 day of August, 2011.

  
Mark Koller, Personnel Director

2011-2012 PAGE and City of Lincoln Negotiations

TA JLS  
7-19-11  
T/A JEC  
7-19-11

## ARTICLE 17

### CLOTHING AND EQUIPMENT

**Section 1.** The City shall provide and replace uniforms for employees where uniforms are currently required. However, this Section does not constitute a uniform allowance; rather uniforms are furnished by the City.

**Section 2.** The City shall provide required equipment for employees. The City shall provide a method by which employees can obtain footwear for those employees covered by this agreement who are members of the classifications contained in Appendix C to this agreement. ~~are required for safety reasons by their Department Head to wear a specific style or type of footwear.~~ Replacement footwear will be at the discretion of the Department Head or his designee after reviewing the condition of the employee's footwear including cases in which an employee's boots are damaged on the job either in a single event or over time such that the boots are rendered ineffective for work or no longer provide adequate protection to the employee, the City shall replace such boots up to the value of \$124.00. An allowance of ~~\$200.00~~ \$124.00 shall apply for this section for each employee who is affected.

When required by their respective Department Director, employees who have received such boots or allowance shall wear "safety boots/shoes" that are in accordance with 29 C.F.R. 1910.136 and the City Personal Protective Equipment Policy. Not wearing required safety boots/shoes may be the basis for disciplinary action. Only shoes appropriate for an employee's employment may be worn.

The City shall contract with a vendor to provide a reasonable variety of safety boots/shoes. Employees may choose any safety boots/shoes sold by that vendor stated above. ~~Employees must obtain an approved authorization form which would include the type of boot/shoe required and would be signed by the Department Head. The employee must present a copy of the approved authorization form to the vendor to purchase safety boots/shoes.~~ The employee may purchase boots/shoes which are greater than those required and may pay the difference between the cost and the ~~\$200.00~~

\$124.00 allowance.

There may be extraordinary circumstances where an employee has a serious medical condition that requires the employee to wear a type of boot or footwear that costs more than the allowance described above. In such a case, the employees may make an individual request to the Department Head for payment of the amount that is more than the allowance. The decision to approve the additional cost shall be in the sole discretion of the Department Head and such additional cost would be paid by the City only in the event that such cost is not covered by the City's health insurance plan.

**Section 2. CALL BACK**

- A. If an employee is called back to physical duty during his off-duty time or if an employee is assigned duty outside of his regular shift, and such time does not merge with his scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half ( $\frac{1}{2}$ ) or one and one-half ( $1\frac{1}{2}$ ) times the actual number of hours worked, whichever is greater.
- B. If an employee is called by telephone during his off-duty time for any purpose other than scheduling, the employee will receive one (1) hour of pay during an eight (8) hour period or actual time, whichever is greater.

**Section 3. STAND BY** When an employee is on officially designated stand-by duty, the employee shall receive one (1) hour of pay at straight time for eight (8) hours of stand-by duty or any fraction thereof.

**Section 4.** In lieu of payment for overtime hours worked, the employee may opt to take compensatory time off, at the rate of one and one-half ( $1\frac{1}{2}$ ) hours of compensatory time for each overtime hour worked. The maximum accrual of compensatory time shall be ~~forty (40)~~ eighty-four (84) hours. At the end of each fiscal year, the employee shall be compensated for unused compensatory time at his current rate of pay. An employee, upon separation from City service, shall be compensated for accrued compensatory time in cash. The City reserves the right to pay cash for any or all overtime hours, or for any accrued compensatory time.

**Section 5. ALTERATION OF ORDINARY SHIFT** Except for those employees that are on paid on-call or standby status, an employee may be called into work on a shift that is not his or her regular shift on a mandatory basis only when there is an emergency. For the purposes of this clause, an "emergency" shall mean those circumstances in which the City or any part thereof is suffering or is in imminent danger of suffering from a natural disaster or other event, including floods, tornadoes, or other occurrences which will seriously and substantially endanger the health, safety, welfare or property of the citizens of the City of Lincoln as determined by the Department Head or the Mayor.

2011-2012 PAGE and City of Lincoln Negotiations

ARTICLE 21

PROMOTION, DEMOTION, LATERAL TRANSFER,  
OUT OF CLASS WORK, REALLOCATION

7-19-2011  
TIA  
AZL  
7-19-11  
TA  
JLS

Section 4

**Section 4. OUT OF CLASS WORK** Out of class work is work having substantially similar duties and responsibilities as those of another permanent position (classification) with a higher maximum salary (the out of class work). While assigned, the employee shall receive at least a step increase or if the employee is at the maximum of the pay range shall receive a 3.5% increase in pay during the period so authorized, provided the following occurs:

- A. All out of class work shall be assigned in writing, either prior to the initiation of the work, or the Department shall provide the employee a written record of the assignment within seventy-two (72) hours of the initiation of the work on a form prescribed by the City; and

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

- B. The employee performs the out of class work for a minimum of six (6) consecutive hours or more to be eligible. The employee shall then receive compensation for all hours worked in the higher class.

- C. Notwithstanding the above, an employee shall not receive out of class pay for out of class work performed, in the following circumstances.

- 1. The Employee is participating in out of class work, because the Department is engaging the employee in bona fide training to learn how to complete the out of class tasks. For the purposes of this subparagraph, "bona fide training" shall not include the assignment of out of class work to an employee that has previously performed the out of class work for a cumulative eighty (80) hours during their employment with the City; or

2. The employee is in a class that has a progression from a lower classification to a higher classification that automatically occurs on a predetermined time schedule, and the out of class work assigned is work that is within the classification that is the higher classification within the automatic progression.

The Personnel Director may approve out-of-class work, in the event no vacancy exists in a higher classification, when it is determined through supportive documentation that an employee is performing the work of the higher classification. All other requirements outlined in this Section must be met prior to the approval of out-of-class work when no vacancy exists. The decision to approve or disapprove out-of-class work when no vacancy exists shall be at the discretion of the Personnel Director.

In the event an employee is performing out-of-class work and requests and receives approval for paid leave, such paid leave shall be compensated at the employee's rate of pay prior to the assignment of the out-of-class work.

2011-2012 PAGE and City of Lincoln Negotiations

## ARTICLE 22

### SAFETY GLASSES

TA  
7-19-11  
JLS  
T/A  
7-19-2011  
AKC

**Section 1.** The City shall supply prescription safety glasses with plastic lenses to employees who are required to wear safety glasses in the performance of their duties and who are members of the classifications contained in Appendix C to this contract. Safety glasses which are authorized must be industrial grade safety glasses which meet or exceed the requirements of ANSI Specification Z87.1. All employees who are required to wear safety glasses shall also be required to wear side shields, either permanent or snap-on, whenever an eye hazard exists. Solid tinted glasses will not be approved unless required by prescription. Photogray, progressive, scratch coating and/or anti-glare lenses may be considered for those employees who primarily work outdoors or as prescribed. In the event that additional classes are identified as needing either prescription safety glasses or protective eyewear, such classes may be added to the classification list in Appendix C upon approval of PAGE and the City.

**Section 2.** The City agrees to pay the full cost of required prescription safety glasses with frames not to exceed \$75.00 up to a maximum of \$200.00. This excludes the cost of the eye examination which will be the responsibility of the employee. The effected employees will be allowed one (1) replacement of safety glasses every two (2) years. In the event the safety glasses become lost, unserviceable, or broken on the job, the employee must present a written request for replacement to the Department Head. If the employee breaks his safety glasses while on the job, the Department shall replace the glasses at no cost to the employee. The replacement of lost glasses or glasses that are broken off the job will be at the discretion of the Department Head. If an employee has been provided safety glasses by the City, the employee shall be permitted to retain possession of the glasses after separation from the City without reimbursing the City for any costs associated with the glasses.

**Section 3.** An employee who is required to wear prescription safety glasses must present a written request to his department head or designated representative, immediate supervisor. ~~The supervisor will review the~~

~~request and forward approved requests to the division supervisor. Requests that are denied will be returned to the employee with an explanation. The employee may submit a second written request to the Department Safety Committee, who will review the matter and forward its recommendations to the division supervisor.~~

Number 7

Date \_\_\_\_\_

2011-2012 PAGE and City of Lincoln Negotiations

ARTICLE 23

HEALTH CARE PLAN AND INSURANCE

T/a  
JLS  
7-26-11

*For information the City intends to raise the deductibles in the insurance program to family (aggregate) \$725 and single \$400 and the out-of-pocket stop loss to \$2,400 (aggregate) and \$1,500 as comparable in the market.*

TA  
JLS  
7-26-11

## APPENDIX "C"

CLASS CODE	CLASS TITLE	GLASSES	BOOTS
1214	RIGHT-OF-WAY TECHNICIAN	X	
1215	RIGHT-OF-WAY SPECIALIST	X	
1306	STORES CLERK I	X	X
1307	STORES CLERK II	X	X
3129	PUBLIC SERVICE OFFICER	X	
3137	POLICE SERVICES SPECIALIST	X	
3205	BUILDING INSPECTOR	X	X
3212	HOUSING INSPECTOR II	X	X
3213	HOUSING INSPECTOR I	X	X
3215	ELECTRICAL INSPECTOR	X	X
3217	HVAC INSPECTOR	X	X
3222	PERMIT TECHNICIAN	X	
3225	PLUMBING INSPECTOR	X	X
3611	DENTAL ASSISTANT	X	
3619	ENVIRONMENTAL HEALTH TECH	X	X
3690	ANIMAL CONTROL OFFICER I	X	X
3691	ANIMAL CONTROL OFFICER II	X	X
5008	LABORER I	X	X
5009	LABORER II	X	X
5023	GATEHOUSE ATTENDANT I	X	
5024	GATEHOUSE ATTENDANT II	X	
5031	LANDFILL OPERATOR I	X	X
5032	LANDFILL OPERATOR II	X	X
5033	LANDFILL OPERATOR III	X	X
5104	MAINTENANCE MECHANIC	X	X
5105	MAINTENANCE REPAIR WORKER I	X	X

CLASS CODE	CLASS TITLE	GLASSES	BOOTS
5106	MAINTENANCE REPAIR WORKER II	X	X
5115	AUTOMOTIVE SERVICE WORKER	X	X
5116	AUTOMOTIVE MECHANIC	X	X
5117	HEAVY EQUIPMENT MECHANIC	X	X
5146	PARKS WELDER	X	X
5150	CONCRETE FINISHER I	X	X
5150	CONCRETE FINISHER II	X	X
5205	EQUIPMENT OPERATOR I	X	X
5206	EQUIPMENT OPERATOR II	X	X
5216	PUBLIC WORKS INSPECTOR	X	X
5225	UTILITY EQUIPMENT OPERATOR I	X	X
5226	UTILITY EQUIPMENT OPERATOR II	X	X
5228	PUBLIC WORKS LABORER	X	X
5229	PUBLIC WORKS EQUIPMENT OPERATOR I	X	X
5230	PUBLIC WORKS EQUIPMENT OPERATOR II	X	X
5232	BARRICADE WORKER	X	X
5235	WATER SERVICE TECHNICIAN I	X	X
5236	WATER SERVICE TECHNICIAN II	X	X
5237	SENIOR WATER SERVICE TECHNICIAN	X	X
5303	UTILITY SERVICE TECHNICIAN	X	X
5313	MAINTENANCE OPERATOR I	X	X
5314	MAINTENANCE OPERATOR II	X	X
5316	ASST WATER PLANT OPERATOR	X	X
5335	UTILITY PLANT MECHANIC II	X	X
5336	UTILITY PLANT MECHANIC I	X	X
5337	ASST UTILITY PLANT MECHANIC	X	X
5510	GARDENER	X	
5516	ARBORIST I	X	X
5517	ARBORIST II	X	X

CLASS CODE	CLASS TITLE	GLASSES	BOOTS
5523	ATHLETIC FIELDS TECHNICIAN	X	
5538	PARKS PLUMBER I	X	X
5539	PARKS PLUMBER II	X	X