

**CITY OF PAPIILLION
MAYOR AND CITY COUNCIL REPORT
JANUARY 17, 2023**

Subject:	Type:	Submitted By:
Approve the 2023-2027 Papillion Classified Employee Association Agreement	Resolution R23-0011	Amber Powers, City Administrator

SYNOPSIS

The Resolution, if approved, will adopt the 2023-2027 Papillion Classified Employees Association (“PCEA”) Agreement (“Agreement”) between the City of Papillion (“City”) and the PCEA. The Agreement will be for four (4) years, with an effective date of February 3, 2023, and an expiration date of February 2, 2027. The PCEA approved the agreement on December 14, 2022.

FISCAL IMPACT

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Wages				
Percentage Increase	6%	4%	3%	3%
Dollars (estimate)	245,710	175,742	135,429	139,589
Grade Assignment Changes	(15,442)	3,496	27,944	32,691
Merit Payment (up to 4% for stepped out ee’s)	60,021	65,442	106,120	123,558
Life Insurance Increase	2,790	2,790	2,790	2,790
Increase to \$30,000				
Changes to On-Call & Call-Back Pay (net change)	7,777	8,248	8,616	8,994
Increase on-call rate; decrease callback use				
Additional Personal Day	18,897	18,583	18,385	18,379
Increase in Uniform Allowance	1,500	1,500	1,500	1,500
Increase from \$100 to \$150/non-uniform employees				
Annual Wage Effective Date for Hours Worked	(20,419)	(26,188)	(11,712)	(11,078)
Move from January hours to February hours				
*NET FISCAL IMPACT	\$300,834	\$249,613	\$289,072	\$316,423

*Impact to General Fund is approximately 60%

RECOMMENDATION

Approval.

BACKGROUND

The City and the PCEA have negotiated the terms of the Agreement in good faith. The negotiating teams have thoroughly reviewed the current agreement and changes they believed to be necessary for the overall betterment of the bargaining group and the City. The attached Summary of Changes provides specific details relative to the changes.

The City conducted a wage and benefit survey which indicated discrepancies compared to the market and comparable cities. The Parties negotiated changes to the Agreement to more accurately reflect the market and state law. Several positions within the bargaining group were below comparability. This Agreement reflects movement of those positions to a higher grade. To keep up with comparables and the market, a merit payment was negotiated of up to 4% for employees who are stepped out (Step 8) instead of adding new steps to the pay plan. This merit percentage is equal to the percentage difference between each step. The merit payment for those employees would not be automatic but would instead be based on their previous year's evaluation for each year of the Agreement.

Life insurance was increased to \$50,000 per each employee. Employees' contributions to the health insurance premiums remain the same. Changes to were made to increase the on-call rate to match comparabilities. The Parties' understandings of when an employee is called back into work versus performing work already covered by being on-call was codified into the Agreement.

In lieu of an additional holiday, the Parties agreed to a third personal leave day. The combined holiday hours and personal leave hours match what comparable cities allow. Language was added that acknowledges there are additional holidays that employees may celebrate that the personal leave time or other leave time may be used for. As a consideration from the PCEA for the additional personal leave day, the PCEA agreed to have the annual wage increase start for the hours worked on the first full pay period of February of each year, instead of having the increase on the hours paid out on the first paycheck in February of each year.

In order to keep up with the increased costs of items, the Parties negotiated increasing the uniform allowance for employees who do not receive uniforms from \$100 per year to \$150 per year. Employees are able to use that allowance to purchase items with the City's emblem on them.

ATTACHMENTS

1. R23-0011
2. Proposed 2023-2027 PCEA Union Agreement (clean)
3. Proposed 2023-2027 PCEA Union Agreement (redlined)
4. Summary of Changes to the PCEA Agreement

RESOLUTION NO. R23-0011

WHEREAS, the City of Papillion (“City”) and the Papillion Classified Employees Association (“PCEA”) have negotiated a Collective Bargaining Agreement (“Agreement”); and

WHEREAS, it is the purpose of the Agreement to achieve and maintain harmonious relations between the City and the PCEA, to provide for equitable and peaceful adjustments of differences which may arise, and to establish standards of wages, hours, and work conditions; and

WHEREAS, a majority of members of the PCEA approved the Agreement on December 14, 2022.

THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Papillion, Nebraska that the Agreement between the City of Papillion, Nebraska and Papillion Classified Employees Association dated February 3, 2023, through February 2, 2027, is hereby approved.

PASSED AND APPROVED THIS 17th DAY OF JANUARY 2023.

CITY OF PAPIILLION

David Black, Mayor

ATTEST:

Nicole Brown, City Clerk

AGREEMENT BETWEEN THE
CITY OF PAPILLION, NEBRASKA

AND

PAPILLION CLASSIFIED EMPLOYEES
ASSOCIATION

February 3, 2023 through February 2, 2027

PREAMBLE

This Agreement entered into by and between the City of Papillion, a municipal corporation (herein referred to as "City") and the Papillion Classified Employees Association (hereinafter referred to as "PCEA") (individually, "Party," and collectively, the "Parties"), and has as its purpose the promotion of harmonious relations between the City and employees; the establishment of an equitable procedure for the resolution of work, procedure for employee advancement, safety standards and other conditions of employment.

TABLE OF CONTENTS

LIST OF ATTACHMENTS 4
CONSTRUCTION..... 5
ARTICLE 1 - DEFINITIONS..... 6
ARTICLE 2 - RECOGNITION 9
ARTICLE 3 - MANAGEMENT RIGHTS 10
ARTICLE 4 - PROHIBITION OF WORK STOPPAGES AND DISRUPTIONS 12
ARTICLE 5 - DRUG AND ALCOHOL-FREE WORKPLACE..... 13
ARTICLE 6 - DUES CHECK-OFF 15
ARTICLE 7 - GRIEVANCE PROCEDURES 16
ARTICLE 8 - REDUCTION IN FORCE POLICY 18
ARTICLE 9 - NON DISCRIMINATION..... 20
ARTICLE 10 - OUTSIDE EMPLOYMENT 21
ARTICLE 11 - VACATION LEAVE 22
ARTICLE 12 - JURY DUTY 24
ARTICLE 13 - ELECTION DUTY..... 25
ARTICLE 14 - WITNESS DUTY 26
ARTICLE 15 - VOTING LEAVE 27
ARTICLE 16 - MILITARY LEAVE 28
ARTICLE 17 - SICK LEAVE 30
ARTICLE 18 - POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT PLAN (HRA) 32
ARTICLE 19 - BEREAVEMENT LEAVE..... 33
ARTICLE 20 - HOLIDAYS 34
ARTICLE 21 - PERSONAL DAYS 35
ARTICLE 22 - SAFETY COMMITTEE 36
ARTICLE 23 - PCEA BUSINESS 37
ARTICLE 24 - UNIFORMS AND EQUIPMENT 38
ARTICLE 25 - HOURS OF WORK 41
ARTICLE 26 – OVERTIME, CALL-BACK, STANDBY, AND ON-CALL 43
ARTICLE 27 - COMPENSATORY TIME 46
ARTICLE 28 - WORKING OUTSIDE OF CLASSIFICATION..... 47
ARTICLE 29 - WAGES 48
ARTICLE 30 - RETIREMENT 51
ARTICLE 31 - PAY PLAN ADJUSTMENT 52
ARTICLE 32 - INSURANCE 54
ARTICLE 33 – ELECTIVE RETIREE HEALTH INSURANCE BENEFIT 56
ARTICLE 34 - ACCOMMODATIONS WHILE AT CONFERENCES 57
ARTICLE 35 - POLITICAL ACTIVITY 58
ARTICLE 36 - LICENSING AND CERTIFICATIONS..... 59
ARTICLE 37 - LINE-OF-DUTY DEATH 60
ARTICLE 38 - MAINTENANCE OF STANDARDS 61
ARTICLE 39 - SAVINGS CLAUSE 62
ARTICLE 40 - DURATION OF AGREEMENT 63
ARTICLE 41 - SCOPE OF AGREEMENT 64
ATTACHMENT “A-1” - AUTHORIZATION FOR PAYROLL DEDUCTION..... 65
ATTACHMENT “A-2” - REVOCATION OF AUTHORIZATION FOR DEDUCTION 66
ATTACHMENT “B” - GRADE ASSIGNMENT 67
ATTACHMENT “C” - ESSENTIAL TOOL LIST: FIRE EQUIPMENT MECHANIC..... 68
ATTACHMENT “D” - ESSENTIAL TOOL LIST: GENERAL MAINTENANCE MECHANIC 71
ATTACHMENT “E” - PCEA PAY SCALES 2023 - 2026 75
ATTACHMENT “F” - PERFORMANCE EVALUATIONS..... 79
INDEX 80

LIST OF ATTACHMENTS

ATTACHMENT "A-1"	Authorization for Payroll Deduction of Membership Dues (PCEA)
ATTACHMENT "A-2"	Revocation of Authorization for Payroll Deduction of Membership Dues (PCEA)
ATTACHMENT "B"	Grade Assignment
ATTACHMENT "C"	Essential Tool List Fire Equipment Mechanic
ATTACHMENT "D"	Essential Tool List General Mechanic
ATTACHMENT "E"	PCEA Pay Scales 2023 – 2027
ATTACHMENT "F"	Performance Evaluations

CONSTRUCTION

1. **Tense** - Words used in the present include future tense.
2. **Number** - Words used in the singular include the plural; and words used in the plural include the singular.
3. **Shall and May** - The word "may" is permissive; the word "shall" is mandatory.
4. **Gender** - This article is intended to make no inference to either the male or female gender in any specific terms; therefore, the masculine shall include the feminine and the neuter.

ARTICLE 1 - DEFINITIONS

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

1. **Anniversary Date** – An annual date for the purpose of performance evaluations and pay step increases. Anniversary dates shall be the date one year, and every subsequent year, from the completion date of a new or transferred employee's most recent introductory period. Anniversary dates for promoted employees shall be the date one year, and every subsequent year, from the date of the promotion.
2. **Base Rate of Pay** – The authorized rate of pay for the hourly service based upon the monthly rate in the pay plan, multiplied by twelve and divided by two thousand eighty (2,080) hours.
3. **City** – The City of Papillion, Sarpy County, Nebraska.
4. **Class** – Includes one or more classifications sufficiently similar with respect to assigned work duties and responsibilities that will allow the same class title to be reasonably and fairly used to designate each position allocated to the class. Minimum educational requirements and work experience may be mandatory for each classification within the class and the identical salary grade may apply with equitability.
5. **Classification** – Subsets within a class, which are identified based upon the specific work duties and level of responsibilities within the class and are compensated based upon a grade and step system (e.g., Water Operator I, II, and III). Minimum educational requirements and work experience may be mandatory for each classification. Examples of classifications within a class include but are not limited to the following: Secretary I, II, III; Water Operator I, II, III; Parks Maintenance Worker I, II, III; Street Maintenance Worker I, II, III, and Sewer Maintenance I, II, III.
6. **Classified Service** – All full-time positions of the municipality, except those designated as exempt employees, or those employees represented by another labor organization under a collective bargaining agreement.
7. **Department Head** – The duly appointed Department Head of the City of Papillion, whether appointed by the Mayor with approval of the City Council or by the City Administrator.
8. **Employee: Introductory Full-Time Employees** – Employees whose performance is being evaluated to determine whether further employment in a specific position or with the City is appropriate.
9. **Employee: Regular Full-Time Employees** – Employees who regularly work at least forty (40) hours per week who were not hired on a short-term basis.
10. **Extended Family** – Interpretation shall be limited exclusively to the employee's brother(s)-in-law, sister(s)-in-law, daughter(s)-in-law, son(s)-in-law, spouse's grandparent(s), spouse's grandchildren, step-mother-in-law, step-father-in-law, step-grandmother, step-grandfather, step-grandchildren, and the employee's and spouse's aunt(s), uncle(s), niece(s), nephew(s), and first cousin(s) of the employee.

11. **Governing Body** – The City Council of Papillion, Nebraska.
12. **Grade Assignment** – An assigned position placement on the grading system, based on job responsibilities, education, and experience, which determines the hourly rate of pay.
13. **Grievance** – Any dispute arising as to the meaning, application or observance of any of the provisions of this Agreement, which have not been informally resolved.
14. **Holiday** – The twenty-four hour period beginning at 12:01 AM and ending at 11:59 PM on the day so designated by the City Council.
15. **Immediate Family** – Interpretation shall be limited exclusively to the employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, brother(s), sister(s), stepbrother(s), stepsister(s), mother-in-law, father-in-law, grandparent(s), grandchildren, and any other person permanently residing in the immediate household.
16. **Introductory Period** – The first six months, unless extended for an additional six months by the Department Head, of a new, promoted or transferred employee's assignment to a classified service position, during which time the City can evaluate the employee's capabilities, work habits, and overall performance.
17. **Job Description** – Written statements of the characteristic duties, responsibilities, and qualification requirements of full-time positions in the City employment framework.
18. **Labor Organization** – Any organization of any kind or any agency or employee representation committee or plan, in which public employees participate and which exists for the purpose, in whole or in part, of dealing with public employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.
19. **Layoff** – The separation of an employee from duty emanating from the abolishment of a position due to material changes in duties, shortages or stoppage of work or lack of funding.
20. **Leave** – An authorized absence from regularly scheduled duty which has been approved by the Department Head or immediate supervisor, as provided herein.
21. **Line-of-Duty Death** – A "death in the line of duty" occurs when an individual's life is cut short as a direct result of their service to the City. A cause-and-effect relationship must exist between the individual's engagement in departmental business and the injury or illness that led to their death, and the death must be a direct and proximate result of the injury or illness. A death while on duty or while in uniform does not constitute a death in the line of duty if the death is not the result of activity related to departmental business. Death will not be considered in the line of duty if the injury or illness resulting in the death was caused by (1) the employee's intentional misconduct; (2) the employee's intent to bring about their own death; (3) the performance of their duties in a grossly negligent manner; or (4) the actions of a potential beneficiary.

22. **Paycheck** – A direct deposit to an employee’s designated bank account on a bi-weekly basis. Deposits are made on the Friday following the last day of the corresponding pay period, unless a banking holiday is observed on such Friday, in which case deposits will be made on the corresponding Thursday immediately preceding such banking holiday Friday.
23. **PCEA** – The Papillion Classified Employees Association.
24. **Personnel Manual** – The most current version of the Personnel Manual of the City of Papillion, inclusive of all amendments as may be made by City from time to time.
25. **Promotion** – An advancement to a higher grade assignment or a higher classification within a class. Promotions do not include lateral transfers or periods during which an employee is working outside of their classification pursuant to Article 28.
26. **Resignation** – Voluntary separation of an employee from the service of the City including failure to report to work without notice for a period of three (3) working days or greater.
27. **Separation** – Termination of employment by reason of disqualification, layoff, resignation, retirement, dismissal, or death.
28. **Supervisor** – An employee having authority, in the interest of the City, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or give directions on behalf of the City or to evaluate other employee’s performance, or to adjust an employee’s grievance or to recommend any of the above actions 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.
29. **Suspension** – A form of discipline which consists of the relieving of an employee from duty without pay for a specific period of time dependent upon the seriousness of the action from which suspension proceedings emanated.
30. **Transfer** – The reassignment of a current full-time employee to a classification within the PCEA. Promotions are not to be considered transfers.
31. **Vacancy** – A previously duly authorized position with no incumbent for which funds have been budgeted and the Department Head considers essential to fulfill the City’s needs and standards.
32. **Work Period** – The work period for employees shall commence at 12:00 a.m. on Sunday of each week and shall end on the following Saturday at 11:59 p.m.
33. **Workers’ Compensation** – Certain benefits to employees who sustain injury by accident or occupational disease arising out of and in the course of employment, and who are not willfully negligent at the time of injury. An employee may be entitled to medical, indemnity (wage loss), vocation rehabilitation, and death benefits.

ARTICLE 2 – RECOGNITION

- SECTION 1 The City hereby recognizes the Papillion Classified Employees Association as a collective bargaining representative unit for all full-time employees of the City of Papillion, except for those designated as exempt or those represented by another labor organization under a collective bargaining agreement.
- SECTION 2 Whenever the term “employee” is used in this Agreement, it is specifically understood by and between the Parties hereto that said term refers only to those persons employed by the City and represented by the Papillion Classified Employees Association as set forth in Section 1 of this Article.
- SECTION 3 The City further agrees not to recognize, deal with, or enter into contractual relations either orally or written, with any other labor organization, agent, individual or group, concerning rates of pay, hours or other terms or conditions of employment for any employee included in the bargaining unit set forth in Section 1 of this Article.
- SECTION 4 The Parties agree that any subject matter, which is not specifically referenced in this Agreement but is covered in the City of Papillion Personnel Manual, shall be governed by the City of Papillion Personnel Manual, state and/or federal law.

ARTICLE 3 – MANAGEMENT RIGHTS

SECTION 1

Except as otherwise expressly and specifically limited or restricted by a provision of this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, duties, and authority of the City as granted to it under the laws of the State of Nebraska and ordinances lawfully adopted by the City. These rights, powers and authority maintained by the City shall include, but are not necessarily limited to the following:

The right to determine, effectuate and implement the objectives and goals of the City; the right to manage, evaluate and supervise all operations and functions of the City; the right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts and working hours; the right to establish, modify, change and discontinue work standards; the right to hire, examine, evaluate, classify, promote, train, transfer, assign, retain, suspend, demote, discharge, or take other disciplinary action against employees, and to relieve employees from duties due to lack of work or funds; the right to increase, reduce, change, modify and alter the composition and size of the work force; the right to determine, establish, set and implement policies for the selection, training and promotion of employees; the right to create, establish, change, modify, discontinue or outsource any City function, operation and department; the right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations, procedures and policies for the safety, health and protection of City property and personnel; the right to adopt, modify, change, enforce or discontinue any existing rules, regulations, procedures and policies concerning or governing conduct of the City's operations or that of its employees; the right to establish, select, modify, change or discontinue equipment, materials and the layout and arrangement of machinery; the right to determine the size and character of inventories and their disposal; the right to determine and enforce employees quality and quantity standards; the right to contract, subcontract, merge, sell, outsource or discontinue any function or operation of the City; 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 or methods of facilities; the right to control the use of property, machinery, inventories and equipment owned, leased or borrowed by the City; the right to determine which products are to be processed, manufactured or sold and which services are to be rendered, supplied, or discontinued; 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, the location, establishment or organization of new departments, divisions, subdivisions or facilities thereof, and the relocation of departments, divisions, subdivisions, or facilities thereof, and the closing and discontinuance of the same; the right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

SECTION 2

It is specifically agreed that the foregoing listing of management rights shall in no way be deemed to exclude from the City other management prerogatives that may not have been specifically set forth herein.

ARTICLE 4 – PROHIBITION OF WORK STOPPAGES AND DISRUPTIONS

- SECTION 1 It is agreed that there shall be no strike, slowdown or other work stoppage which shall in any way hinder, delay, limit or suspend the continuity or efficiency of services provided by the City. The term "strike" shall include sympathy strikes and all other actions by one or more employees which result in a curtailment or hindrance of the performance of their duties whether related to a labor dispute against the City by any labor organization or group of employees or an individual or a dispute with another employer or entity by a labor organization, group of employees or an individual. There shall be no refusal to cross any picket line whatsoever by any employee or group of employees.
- SECTION 2 The PCEA agrees not to coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown or other work stoppage which could curtail, hinder, delay, limit or upend the continuity or efficiency of any service of the City.
- SECTION 3 In addition to the legal prohibition against strikes by public employees, the PCEA specifically agrees that if bargaining unit members strike, slow down, refuse to cross any picket line or institute a work stoppage which in any way hinders, delays, limits or suspends the continuity of efficiency of any service of the City, all such employees participating in such activity shall be subject to disciplinary measures, including discharge. The appropriateness of such disciplinary measures, including discharge, shall be subject to the grievance procedures of this Agreement for the limited purpose of determining whether the employee actually participated in the actions which are the subject of such disciplinary action.

ARTICLE 5 – DRUG AND ALCOHOL-FREE WORKPLACE

SECTION 1

The City of Papillion is committed to providing a safe, efficient, and productive work environment for all employees. This policy recognizes that an employee under the influence of alcohol and other drugs can be very disruptive to the workplace, adversely affect the quality of work and performance of such employee and their co-workers, pose serious health risks to such employee and others, and have a negative impact on productivity and morale.

The City has established a drug-free workplace policy that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. The policy includes, but is not limited to, full-time employees, part-time employees, temporary/seasonal employees, volunteers, and interns.

Each employee, as a condition of employment, will be required to participate in pre-employment, post-accident and reasonable suspicion testing upon selection or request by the City Administrator, Department Head or Human Resources Department.

Employees who use, possess, sell, trade, and/or offer for sale illegal drugs or intoxicants while on City premises or in the course of conducting City business are in violation of this policy. Substances that will be tested for include, but are not limited to: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, and Phencyclidine (PCP). Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Off-duty use of illegal substances can also influence an individual's performance. Therefore, an employee's use of illegal substances while away from work, or their involvement in the illegal manufacture, distribution, or possession thereof, may result in the employee being subject to testing procedures and/or disciplinary action up to and including termination.

Employees are prohibited from using alcohol on City premises and from reporting for duty or being on the job while under the influence of alcohol. Any employee impaired as a result of the unauthorized use of alcohol or found to be consuming alcohol while on duty shall be subject to discipline, up to and including termination. Testing for the presence of alcohol will be conducted by analysis of breath.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of their job duties. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g. use of sick or

other leave, notification of supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Any employee knowingly under the influence of illegal or unauthorized prescription drugs is subject to testing procedures and/or disciplinary action, up to and including termination.

Any employee will be subject to the same consequences of a positive test if they refuse the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Any employee who is arrested of a criminal drug violation and/or pleads guilty or is convicted of driving under the influence of alcohol or drugs must provide written notice to their supervisor and the Human Resources Department within twenty-four (24) hours of such arrest, plea, or conviction.

All information received by the City through the drug-free workplace policy is confidential communication. Access to this information is limited to those City administrators and supervisors who have a legitimate need to know, unless otherwise authorized by court order or the employee's consent.

Communication of our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug and alcohol free workplace, employees will be asked to sign an acknowledgment form indicating they have received a copy of the Personnel Manual.

The City may periodically conduct employee education about the dangers of alcohol and drug use and the availability of help through the City's Employee Assistance Program (EAP). The EAP provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance prior to reaching a point where their judgment, performance, or behavior leads to imminent disciplinary action. The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem and successfully completes the treatment program in accordance with the treatment program guidelines; provided, however, voluntary participation in such treatment, counseling or other support after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment. An employee is subject to post-accident, return-to-duty drug testing, and reasonable suspicion testing in compliance with state and federal laws.

ARTICLE 6 – DUES CHECK-OFF

- SECTION 1 PURPOSE: Employees covered by this Agreement may voluntarily elect to pay membership dues to the Papillion Classified Employees Association (PCEA) in order to assist in the funding of various union activities.
- SECTION 2 EMPLOYEE AUTHORIZATION OF DUES DEDUCTION: Those employees covered by this Agreement who elect to pay membership dues to the PCEA shall provide written authorization (see *Attachment "A-1"*) to the Human Resources Department of the City of Papillion to allow such dues, as certified by the PCEA, to be deducted from their pay. Upon receipt of such written authorization, the Human Resources Department shall have fourteen (14) calendar days to process such authorization and cause such deductions to be made from such employee's pay.
- SECTION 3 REVOCAION OF AUTHORIZATION OF DUES DEDUCTION: Any employee who previously authorized the deduction of PCEA membership dues from their pay may revoke such authorization at any time by providing written notice (see *Attachment "A-2"*) to the Human Resources Department of the City of Papillion with copy provided to the designated PCEA official by said employee. Upon receipt of such written authorization, the Human Resources Department shall have fourteen (14) calendar days to process such authorization and cause deductions to be made to said employee's pay pursuant to this Article.
- SECTION 4 METHOD AND FREQUENCY OF DUES DEDUCTION: Authorized deductions shall be made on a bi-monthly basis and will be remitted to the duly designated PCEA official within ten (10) calendar days of deduction from employee's paycheck. The PCEA shall advise the Human Resources Department in writing of the name and contact information of such official.
- SECTION 5 INDEMNIFICATION: The City shall not be liable for the remittance of payment of any sum other than those constituting actual deductions made. If for any reason the City fails to make any deduction(s) for any employee as above provided, said employee shall provide written notification of such error(s) to the Human Resources Department and the City shall make the appropriate deduction(s) from said employee's next paycheck following the Human Resources receipt of such written notification of error. If the City makes an overpayment to the PCEA, the City will deduct that amount from the next remittance to the PCEA. The PCEA agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgements 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 7 – GRIEVANCE PROCEDURES

SECTION 1 A grievance is hereby defined to be any dispute arising out of the meaning, application, or observance of any of the provisions of this Agreement, which have not been informally resolved. It is further mutually agreed that any differences of opinions between the City and the PCEA or any PCEA employee of the City arising out of the meaning, application, or observance of the provisions of this Agreement shall be settled in the manner described in this Article.

The City, the employee or the PCEA may be represented at any step in the grievance procedures.

SECTION 2 Employees and/or the PCEA are required to present any problem, complaint, or question orally to their immediate non-bargaining unit supervisor in order to informally resolve the matter as soon as possible. The informal process will be at the discretion of the supervisor and therefore considered City time. If the employee and/or PCEA's attempt to resolve the matter is unsuccessful, the matter may proceed to Section 3 of the grievance procedure.

SECTION 3 The following procedures shall be used to resolve a grievance(s):

The employee or the PCEA may submit a written grievance which shall include the following information with reasonable clarity:

- Exact nature of the grievance;
- Act or acts that were or were not done as the case may be;
- Dates of said act or acts;
- Identity of the party or parties who claim to be aggrieved;
- Identity of the party or parties alleged to have caused the grievance;
- Specific provisions of this Agreement that are alleged to have been violated or caused the grievance;
- Informal process information, including date of discussion, parties involved and outcome (informal process is not a pre-requisite to filing a grievance); and
- Remedy being sought.

An employee having a complaint shall present it, in writing or by e-mail, to their Department Head and the Human Resources Department within 20 (twenty) calendar days from the date of the incident giving rise to the grievance.

Meetings and discussions regarding the grievance shall be at the City's discretion and be considered worked time.

It is further agreed by and between the Parties hereto that once a grievance is reduced to writing, it shall not be amended at any time thereafter except by mutual agreement.

The City Administrator or their designee shall have 20 (twenty) calendar days from the date the grievance is received by the City Clerk to respond in writing. The decision of the City Administrator is final. Any appeals may be filed with a court with competent jurisdiction.

Failure by either Party to present a grievance or response within the time specified and in the absence of any mutually agreed upon written extensions or written waivers of the same shall automatically be resolved in favor of the other Party.

ARTICLE 8 – REDUCTION IN FORCE POLICY

In the event it becomes necessary for the City to reduce the number of employees in the classified service, the Parties agree the following will be followed with respect to considering reduction in forces:

SECTION 1 Employees in an introductory period will be separated from employment prior to any other employees who have successfully completed the introductory period.

SECTION 2 An employee who has successfully completed the introductory period may be separated from the position, using factors including, but not limited to, the following:

- a. Multiple job skills recently or currently being performed by the Employee;
- b. Knowledge, skills and abilities of the employee;
- c. Performance appraisals of the employee, including any recent, pending, or recurring disciplinary actions involving the employee;
- d. Employment policies and staffing needs of the department, together with contracts, ordinances and statutes related thereto;
- e. Required federal, state, or local certifications or licenses; and
- f. Length of prior service to the City.

These factors may be documented by citizen reports and verifiable comments from the general public or co-workers. A recommendation from the Department Head shall be one of the factors to be considered.

SECTION 3 The City Administrator or Mayor may separate any employee without prejudice because of lack of funds or curtailment of work after giving the employee at least thirty (30) calendar days' notice of the City's determination to eliminate the employee's position. Such notice shall be in writing and delivered to the employee by personal service or by U.S. mail to the employee's payroll address.

Whenever possible, employees who are to be laid off in one department may be integrated into another department by transfer. Furthermore, any employee affected by a lay-off through no fault of their own shall be eligible for re-employment.

SECTION 4 An employee whose position has been eliminated by such a reduction in force from a classification may request that they be considered for retention in the next lower classification. The request shall be in writing and shall be delivered to the City Administrator within fourteen (14) calendar days of the notice of the determination to eliminate an employee's position. If such a request is made, the employee will be considered in the next lower classification level. The evaluation of each classification shall be determined using the criteria as provided in Section 2 of this Article.

- SECTION 5 The City Administrator shall notify in writing all employees at least thirty (30) calendar days in advance of the implementation of the reduction in force of the City's intent to reduce the forces of a department in the classified service. Such notice shall be in writing to be delivered by personal service or the United States certified mail, postage prepaid to the employee's payroll address. The City shall also give notice to the president or manager of the PCEA in the same manner as set forth above.
- SECTION 6 Any employee whose position in a classification is eliminated through this reduction in force policy may utilize the review procedure established by *Article 7 – Grievance Procedure*.
- SECTION 7 Employees whose position has been eliminated by a reduction in force shall be placed on a recall list for a period of one year. As the City reinstates positions or classifications, employees that previously held the position or classification shall be given written notice of reinstatement. The reinstatement order shall be determined in accordance with Section 3 of this Article. Such notice shall be delivered to the employee's payroll address via the United States Postal Service. Employees shall have fourteen (14) calendar days to give written notice accepting reinstatement. No new employees may be hired for positions and classifications identified in *Attachment "B"* until all qualified employees on the recall list have been notified and rejected or defaulted on their right to rehire.
- SECTION 8 Employees that elect to be rehired shall be placed on the pay scale at the current grade for which they rehire and on the step which is closest to the employee's previous wage. The employee's original hire date shall be reinstated for the purposes of longevity and vacation benefits.

ARTICLE 9 – NON DISCRIMINATION

SECTION 1 The Parties hereby agree not to discriminate against any employee on the basis of actual or perceived race, creed, color, gender, religious or political affiliation, alienage or national origin, citizenship status, disability or handicap, age, ancestry, marital status, veteran status, sexual orientation, or any other characteristic protected by applicable federal, state, or local laws, or PCEA membership.

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

ARTICLE 10 – OUTSIDE EMPLOYMENT

SECTION 1

Employees may be entitled to engage in outside employment provided that the duties of the outside employment do not constitute a conflict of interest or conflict with the employee's performance of their duties with the City. Duties with the City shall take priority over outside employment, and employees will be subject to the City's scheduling demands, including call back for emergency City work and overtime hours if deemed necessary by the City. Employees are subject to discipline, up to and including termination, in the event any outside employment interferes with the employee's work schedule including call back and overtime. An employee must submit written notice on an approved form to the Department Head of the nature and time of all outside employment so a determination can be made by the Department Head as to the existence of a conflict of interest. Outside employment cannot lead to or result in a real or perceived conflict with the employee's City work (e.g., install an improvement as an outside private contractor, and subsequently inspect the installation as a City employee). Employees shall not wear or use City provided clothing or equipment during any outside employment.

ARTICLE 11 – VACATION LEAVE

SECTION 1

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time employees are eligible to earn and use vacation as described in this policy.

Beginning with the date of hire and through the fifth (5th) year of continual service with the City, an employee shall be eligible for ten (10) days of vacation per year with an accrual rate of 6 $\frac{2}{3}$ hours per month.

After completion of five (5) years of continual full-time service with the City, an employee shall be eligible for one hundred twenty (120) hours vacation per year with an accrual rate of 10 hours per month.

After completion of six (6) years of continual full-time service with the City, an employee shall be eligible for one hundred twenty-eight (128) hours vacation per year with an accrual rate of 10 $\frac{2}{3}$ hours per month.

After completion of seven (7) years of continual full-time service with the City, an employee shall be eligible for one hundred thirty-six (136) hours vacation per year with an accrual rate of 11 $\frac{1}{3}$ hours per month.

After completion of eight (8) years of continual full-time service with the City, an employee shall be eligible for one hundred forty-four (144) hours vacation per year with an accrual rate of 12 hours per month.

After completion of nine (9) years of continual full-time service with the City, an employee shall be eligible for one hundred fifty-two (152) hours vacation per year with an accrual rate of 12 $\frac{2}{3}$ hours per month.

After completion of ten (10) years of continual full-time service with the City, an employee shall be eligible for one hundred sixty (160) hours vacation per year with an accrual rate of 13 $\frac{1}{3}$ hours per month.

After completion of twenty (20) years of continual full-time service with the City, an employee shall be eligible for one hundred eighty-four (184) hours of vacation per year with an accrual rate of 15 $\frac{1}{3}$ hours per month.

The earned monthly accrual of vacation will be posted on the first day of each following month. A newly-hired employee will receive a pro-rata accrual from their date of hire to the first of the following month and thereafter earn vacation at the above schedule.

Employees may carry unused vacation time forward to the next benefit year. If the total amount of unused vacation time reaches a “cap” of two hundred eighty-eight (288) hours, further vacation accrual will temporarily stop until such time as the total accrued vacation amount falls below the two hundred eighty-eight (288) hour maximum.

To take vacation, employees shall request advance approval from their immediate supervisor or Department Head. Requests will be reviewed based on a number of factors, including business needs and staffing requirements, and will be subject to the approval of the immediate supervisor or Department Head.

No employee shall be paid for unused vacation days with the exception of employees upon separation from service. For vacation purposes, eligibility accrues from the employee's first day of a full-time position regardless of changes in classification or full-time position.

Vacation time off is paid at the employee's base rate of pay at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Regular days off and holidays occurring during vacation time shall not be charged against vacation leave.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

ARTICLE 12 – JURY DUTY

SECTION 1

The City of Papillion encourages all employees to fulfill their civic responsibilities by serving jury duty when required. When an employee is required to serve as a juror in a federal or state court, the City shall grant a leave of absence to the employee upon giving at least five (5) calendar days' notice to their immediate supervisor after receiving a summons to jury duty.

An employee shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time or any other penalty as the result of their absence from employment due to jury duty. The City of Papillion will continue to provide full benefits for the full term of the jury duty absence for eligible employees. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

Employees must show the jury duty summons to their supervisor within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if they are released from jury service earlier than expected. Employees are expected to return to work whenever the court schedule permits.

The City of Papillion recognizes that being called to daytime jury duty can impact employees who work evening or overnight shifts and can require special arrangements to provide adequate rest between jury and work duties. In such instances, the immediate supervisor should work with the employee to make work scheduling arrangements that will allow for a reasonable amount of time between the period of jury service and the employee's work schedule.

Regardless of the work schedule arrangements, the employee shall be paid the same compensation for the period of jury service as if they had worked a regular work week schedule. Compensation, other than expenses, paid by the court for such jury duty shall be paid to the City. In no event shall an employee be unjustly enriched or benefited by the City beyond their regular compensation as a result of jury duty service.

The City of Papillion may request that the employee be excused from jury duty if the employee's absence would create serious operational difficulties.

ARTICLE 13 – ELECTION DUTY

SECTION 1

The City of Papillion also encourages all employees to fulfill their civic responsibilities by serving election duty when appointed as an election worker. In such circumstances, the City shall grant a leave of absence to the employee upon giving at least five (5) calendar days' notice to their immediate supervisor after receiving a letter of appointment for election duty.

An employee shall not be subject to discharge from employment, loss of pay, loss of overtime pay, loss of sick leave, loss of vacation time, or threat of any such action, or any other form of penalty as the result of their absence from employment due to election duty. The City of Papillion will continue to provide full benefits for the full term of the election duty absence for eligible employees. Vacation, sick leave, and holiday benefits will continue to accrue during election duty leave.

Employees must provide a copy of the letter of appointment for election duty to their supervisor within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if they are released from such civic service earlier than expected. Employees are expected to return to work whenever the election schedule permits.

The City of Papillion recognizes that being called to daytime election duty can impact employees who work evening or overnight shifts and can require special arrangements to provide adequate rest between election and work duties. In such instances, the immediate supervisor should work with the employee to make work scheduling arrangements that will allow for a reasonable amount of time between the employee's period of election service and the employee's work schedule. Regardless of the work schedule arrangements, the employee shall be paid the same compensation for the period of such civic service as if they had worked a regular work week schedule. Compensation, other than expenses, paid to the employee by the Election Commission for such civic duty shall be paid to the City. In no event shall an employee be unjustly enriched or benefited beyond their regular compensation as a result of election duty service.

The City of Papillion may request that the employee be excused from election duty if the employee's absence would create serious operational difficulties.

ARTICLE 14 – WITNESS DUTY

SECTION 1

REQUIRED APPEARANCE AS A WITNESS: If an employee is required by operation of law to appear as a witness at a hearing, deposition, trial, or any other legal proceeding during the employee's regularly scheduled work time, such employee shall notify their supervisor as soon as possible and provide their supervisor with a copy of the subpoena or summoning document. An employee shall not be subject to (1) termination from employment, or (2) loss or adjustment to pay or eligible benefits, except as otherwise set forth below, as the result of an absence from employment due to their required appearance as a witness.

- a. If an employee's regular City job duties entail the safekeeping of City records which are subpoenaed for litigation purposes, the employee's appearance as a witness shall be considered ordinary hours worked. The employee will be compensated at base rate of pay or overtime, if applicable. The employee's work schedule may be adjusted by the City as deemed appropriate.
- b. If an employee's regular City job duties do not entail the safekeeping of City records, and
 1. If such appearance is for a proceeding not involving the City as an interested party, the employee will be allowed the necessary leave time (vacation, personal, or compensatory time or leave without pay). Any witness appearance fees paid shall be the property of the employee.
 2. If such appearance involves the City as an interested party and such appearance is required by the City as a party to the litigation, such appearance, whether as a consequence of subpoena or otherwise, shall be considered ordinary hours worked. The employee will be compensated at base rate of pay or overtime, if applicable, and any witness appearance fee paid shall be turned over to the City. The employee's work schedule may be adjusted by the City as deemed appropriate.
 3. If such appearance involves the City as an interested party and such appearance is required by another party to the litigation, the employee may choose to appear on City time or may be granted leave time (vacation, personal, or compensatory time or leave without pay) for such appearance. If the employee appears on City time, they will be compensated at base rate of pay or overtime, if applicable, and any witness appearance fee paid shall be turned over to the City. If the employee appears on their leave time, any witness appearance fees shall be the property of the employee.

ARTICLE 15 – VOTING LEAVE

SECTION 1 The City of Papillion encourages employees to fulfill their civic responsibilities by voting. Generally, employees are able to find time to vote either before or after their regular work schedule.

Employees are entitled to voting leave that, when added to non-working time, equals two consecutive non-working hours in which to vote. An employee must apply for voting leave from their immediate supervisor prior to or on Election Day. The City may specify the hours in which the employee may be absent. The employee shall not be subject to penalty, and no deduction shall be made from their salary or wages due to such absence. Employees are not eligible if they have two consecutive non-working hours in which the polls are open.

ARTICLE 16 – MILITARY LEAVE

SECTION 1 MILITARY LEAVE: A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Act (USERRA) and Nebraska state statute. Employees shall provide notice of a military leave of absence as far in advance as is reasonable under the circumstances to protect the employee's reemployment rights unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Failure to give reasonable notice to the employee's immediate supervisor may result in discipline.

SECTION 2 LEAVE WITH PAY: An employee who is a member of the uniformed services shall be entitled to a leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under orders or authorization of competent authority on active duty training, inactive duty training, field exercise, drill weekend, or any other authorized military training, for a period not to exceed one hundred twenty (120) hours in any one (1) calendar year. Such leave of absence shall be in addition to the regular vacation leave of such employees. The portion of any military leaves of absence in excess of one hundred twenty (120) hours will be unpaid. However, employees may use any available vacation, personal or compensatory paid time off for the absence.

SECTION 3 RETURN FROM LEAVE: Employees no longer on military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military service for a period of service of thirty-one (31) days or more are requested to provide readily available documentation showing eligibility for reemployment.

Additionally, the following applies to employees returning from military duty. After a service of thirty (30) days or less, employees shall be granted a minimum of eight (8) hours off prior to returning to work. For services of thirty-one (31) to one hundred eighty (180) days, employees must report to work within fourteen (14) days after completion of military service. After more than one hundred eighty (180) days, employees must report to work no later than ninety (90) days after completion of military service.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

SECTION 4 BENEFIT ACCRUALS: All accrued balances at the start of an unpaid military leave will carry over and shall not be forfeited. Employees on military leave are permitted to use accrued vacation, personal or compensatory paid time off instead of taking unpaid leave.

In the event the employee elects to use accrued paid leave instead of taking unpaid military leave, the accrual of benefits such as vacation, sick leave, or holiday shall occur only during those pay periods in which an employee utilizes vacation or other paid leave to cover an entire pay period of the employee's hours of work while such employee is on military leave. Absent the employee's use of paid leave as described herein, the accrual of such benefits will be suspended until the employee's return to active employment. Employees returning from military leave will be treated as though they were continuously employed for the purpose of determining benefits based on length of service.

SECTION 5 USERRA INSURANCE: Continuation of insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Employees are required to pay the employee cost, if any, of any eligible insurance benefit to the extent that other employees on a leave of absence would be required to pay.

SECTION 6 PENSION: Employees on military leave may elect to cease their contribution to the pension plan. They shall have the ability to contribute the amount that would have been eligible during their absence and shall have three (3) times the length of the military service to make contributions, but no longer than five (5) years. The contributions shall be matched by the City.

SECTION 7 PAY: Any employee called upon for full-time active duty will be paid the difference between their military net pay and the net pay they would have been receiving as a City employee. Net military pay shall be computed by adding base military pay, ration pay, housing allowances, family separation pay, hazardous duty pay, and any other applicable specialty allowances. Net City pay will be computed using the employee's base City pay at the time of activation, including any steps and grades the employee would have earned during activation.

ARTICLE 17 – SICK LEAVE

SECTION 1

Sick leave with pay shall be earned at the rate of twelve (12) hours per month of service. Accumulation of sick leave is allowed up to one thousand (1,000) hours. Sick leave in excess of 1,000 hours will be contributed to the employee's post-employment health plan according to *Article 18 – Post-Employment Health Plan* of this Agreement.

- A. Sick leave with pay must be earned before it can be taken. An eligible employee may be granted such leave due to their own illness or injury or that of an employee's immediate family. Sick leave benefits may also be used for leave surrounding the birth or adoption of an employee's child.
- B. All sick leave will be paid on the basis of the number of hours absent from work with time taken in one-fourth (1/4) hour increments. One (1) hour of sick leave is the equivalent of one (1) hour of base rate pay. Sick leave benefits will be calculated based on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.
- C. In the event an employee is unable to report for duty due to illness or for any other causes beyond their control, they shall, unless an emergency makes notice impossible, notify their Department Head or immediate supervisor at least thirty (30) minutes prior to the time they would ordinarily report for duty. The immediate supervisor must also be contacted on each additional day of absence unless the absence has been previously scheduled with the supervisor.
- D. Employees who have been absent from work due to hospitalization, surgery, on or off the job injuries, prolonged illness or infectious disease must present a medical release from the physician (M.D. or D.O.) or dentist before returning to work at the request of the Department Head or Human Resources Department. An employee's authorization to return to work with restrictions will be dependent on that employee's ability to perform the essential functions of the position to which they are assigned. This shall not preclude the right of the City to require a physical examination by a physician selected and paid for by the City. Employees who have been absent from work for three (3) working days or less due to minor illness, such as colds, flu, etc. do not need to obtain a doctor's release. Final acceptance for return to work will be the decision of the Department Head and the Human Resources Department.
- E. Employees shall be allowed to utilize accrued leave benefits during the disability period caused to an employee by accident or occupational disease, rising out of and in the course of their employment. The use of accrued leave shall not be in lieu of workers'

compensation benefits. Workers' compensation benefits shall be allowed in addition to the use of accrued leave.

An employee terminated for cause or who has given less than a two (2) week advance notice shall not receive payment or reimbursement for unused accumulated sick leave. Upon separation, all other eligible employees will receive reimbursement of sick leave at the rate of one (1) hour pay for every two (2) hours of accumulated sick leave. In the event of a layoff, the reimbursement will occur in the first available check issuance date following a potential recall period of ninety (90) calendar days. Such reimbursable sick leave benefits shall be distributed as follows: 40% of reimbursable sick leave benefits converted to cash and deposited into the employee's post-employment health plan and 60% of reimbursable sick leave benefits converted to cash and paid to the employee.

In case of layoff and the employee is recalled within ninety (90) calendar days, the City shall restore the unused accumulated sick leave balance of the employee if, and only if, the employee's reimbursable sick leave benefits have not been distributed as set forth in this Section.

- F. Full-time employees shall be eligible to participate in the catastrophic illness bank as allowed by the City of Papillion. All full-time personnel shall be allowed to participate in any other savings plan (such as a flexible spending account), as designated by the City of Papillion.

ARTICLE 18 – POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT (HRA) PLAN

SECTION 1 City agrees to participate in the post-employment health retirement account plan in accordance with the terms and conditions of the Plan's Participation Agreement. The Parties hereto designate a vendor mutually agreed upon to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. City agrees to contribute to the post-employment health retirement account on behalf of the employees covered by this Agreement.

SECTION 2 For full-time employees, the City shall contribute thirty dollars (\$30) per month to the post-employment health retirement account.

SECTION 3 On the first (1st) of each October through the term of this Agreement, the City will convert twenty (20) hours of sick leave to cash at a 1:1 ratio to the employee's post-employment health retirement account for employees who have accumulated sick leave balances between two hundred and one (201) and four hundred (400) hours, and forty-eight (48) hours of sick leave to cash for employees who have over four hundred (400) hours of accumulated sick leave, and contribute the cash at a 1:1 ratio to the employee's post-employment health retirement account. If an employee does not have the minimum amount of personal leave accrued by October 1 of each year, then no contribution will be made.

An employee who has accumulated an excess of one thousand (1,000) hours after the one for one conversion will have the remainder of their sick leave over one thousand (1,000) hours converted at 1 hour for every 2 hours of accumulated sick leave converted to cash and deposited into the employee's post-employment health retirement account plan. If an employee does not have the minimum amount of sick leave accrued by October first (1st) of each year, then no contribution will be made.

On the first (1st) of each October through the term of this Agreement, the City will convert twenty-four (24) hours of an employee's vacation leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement account for an employee who has a minimum of two hundred eighty-one (281) hours of accrued vacation. If an employee does not have the minimum amount of vacation leave accrued by October 1 of each year, then no contribution will be made.

On the first (1st) of each October through the term of this Agreement, the City will convert eight (8) hours of an employee's personal leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirement account for an employee who has a minimum of sixteen (16) hours of personal leave. If an employee does not have the minimum amount of personal leave accrued by October 1 of each year, then no contribution will be made.

ARTICLE 19 – BEREAVEMENT LEAVE

SECTION 1

In the case of the death of an employee's immediate family, the employee shall be allowed three (3) days maximum bereavement leave at the employee's base rate of pay, without deduction from their pay or accumulated sick leave. In the case of death of an employee's extended family, the employee shall be allowed one (1) day bereavement leave at the employee's base rate of pay. In addition, an employee may utilize a total of forty (40) hours of sick leave annually for bereavement leave(s) for employee's immediate family members.

Bereavement leave hours shall be considered hours worked towards the computation of overtime.

ARTICLE 20 – HOLIDAYS

SECTION 1 The following, and in addition to any other days that may be designated by the City, are paid holidays for employees:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving (in lieu of Patriots' Day)
Independence Day	Christmas Day

SECTION 2 All employees shall be paid eight (8) hours of holiday pay at their base rate for the holidays listed in Section 1 of this Article.

SECTION 3 Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

SECTION 4 In addition to Section 2 of this Article, employees required to work on an observed holiday shall be compensated at two-and-one-half (2 ½) times the actual number of hours worked on the observed holiday.

SECTION 5 In addition to Section 2 of this Article, employees required to work on an actual holiday shall be compensated at two-and-one-half (2 ½) times the actual number of hours worked on the actual holiday.

SECTION 6 When a holiday falls on a regular day off for an employee, that employee shall be awarded one (1) compensated day off either immediately preceding or immediately following the holiday at the discretion of the Department Head.

SECTION 7 When a holiday falls during an employee's authorized paid leave, the employee shall not be charged with their scheduled leave on that day.

SECTION 8 Employees who are absent without approved leave on their normally scheduled full workday, either immediately preceding or immediately following the observed holiday, may not be entitled to holiday pay or any other provision of this Article. An employee who has been granted an unpaid leave of absence shall not be entitled to holiday pay.

ARTICLE 21 – PERSONAL LEAVE DAYS

SECTION 1 City understands that employees may celebrate additional holidays or celebrations not listed in Article 20 or may need time for personal reasons beyond the vacation leave, sick leave, and bereavement leave offered. As such, the City shall provide eligible employees three (3) personal leave days each calendar year. Personal leave days will be credited to all eligible employees on the first (1st) of January. Upon hire, employees shall receive three (3) personal leave days if they commence employment prior to or on June thirtieth (30th), employees who commence employment between July first (1st) and September thirtieth (30th) shall receive two (2) personal leave days, all other employees who commence employment on or after October first (1st) shall receive one (1) personal leave day. Unused personal leave days or hours after December thirty-first (31st) shall be forfeited and not carried over to the next calendar year. Unused Personal leave days or hours shall not be paid at termination or separation of employment.

SECTION 2 After an advanced request by the employee and a determination by the employee's Department Head or immediate supervisor that the requested time is appropriate and will not interfere with the normal operations of the department or duties of the City, an employee may use a personal leave day.

ARTICLE 22 – SAFETY COMMITTEE

- SECTION 1 In compliance with state and federal law, a safety committee has been established by the City. The Committee shall consist of PCEA employee volunteers who are compensated for time spent doing committee work. If there are no volunteers, the City Administrator and the PCEA President shall select employees to serve on the Committee. The Committee will investigate any complaints by employees relative to their health and safety, without fear of discipline or reprisal.
- SECTION 2 The Safety Committee shall meet with the Department Heads on an as needed basis to make recommendations for improvements of general health and safety of the employees. The City hereby agrees that it will provide efficient and safe equipment and material to protect the health and safety of the employees.
- SECTION 3 Safety meetings are held every three (3) months. Written minutes of all meetings shall be kept for three (3) years, and forwarded to the Department Heads, the Human Resources Department, and the PCEA President.
- SECTION 4 Complaints by an employee shall be filed with the Committee in writing. The Committee will make a recommendation, within ten (10) calendar days, relative to a remedy of the complaint and any remedial action shall be forwarded to the Department Head and Human Resources Department. A copy of the employee complaint, the Safety Committee's recommendation, and the remedial action taken by the Department Head shall be forwarded to the Human Resources Department and the PCEA President.
- SECTION 5 Any employee has the right to refuse to do hazardous work if they feel life or limb is in danger. At that time, the representatives from the Safety Committee shall view the work site in question and give a workable determination and review, if necessary, at a meeting called between the Safety Committee and Department Head responsible for the work activity or site in question.

ARTICLE 23 – PCEA BUSINESS

- SECTION 1 PCEA officials, not exceeding five (5), shall be granted leave, so long as their absence does not result in a stoppage of work in the department, without loss of pay for all meetings between the City and PCEA for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employees are scheduled to work.
- SECTION 2 PCEA officials may be granted leave from duty without pay, while maintaining all provided City benefits, for the purpose of attending PCEA meetings, conventions, and educational conferences or for the purpose of conducting PCEA business, when it has been determined by the Department Head that such absences will not hinder the effective operation of the departments. Such leave shall be contingent upon written request by the PCEA and approval by the Department Head not less than one (1) week in advance of requested leave dates.
- SECTION 3 The City shall permit the PCEA to post notices of PCEA meetings near employment law posters at such City locations where classified service employees work. Posted notices shall not contain anything political or anything reflecting adversely upon the City or any of its employees.

ARTICLE 24 – UNIFORMS AND EQUIPMENT

SECTION 1 The City shall provide the following full-time employees with uniforms:

Street Maintenance I, II, III
Sewer Maintenance I, II, III
Park Maintenance I, II, III
Water Operator I, II, III
Building & Grounds Maintenance
Fire Equipment Mechanic
General Maintenance Mechanic
Meter Reader
Utility Technician
Line Locator
Traffic Signal Technician II

The uniforms shall consist of the following:

1. At least six (6) but no more than eleven (11) work shirts, of a type, exact number and quantity to be determined by the Department Head;
2. At least six (6) but no more than eleven (11) work pants or jeans, of a type, exact number and quantity to be determined by the Department Head;
3. Two (2) pairs of coveralls;
4. One (1) winter jacket;
5. Safety footwear; and
6. One (1) pair of insulated coveralls

Building Inspector I, Building Inspector II, Lead Building Inspector, Code Enforcement Officer, GIS Analyst, and Assistant Golf Superintendent employees will be provided with one (1) spring/fall jacket, one (1) winter jacket, and safety footwear. The Department Head shall have full discretion as it relates to all styles, vendors, etc., for purchased uniforms and equipment. Jackets, footwear, and coveralls will be replaced on an as-needed basis upon inspection by immediate supervisor or with approval of the Department Head.

SECTION 2 All uniform items provided by the City shall be worn by the employees in accordance with the appropriate season of the year.

SECTION 3 The City shall repair or replace articles of clothing or equipment as necessary for damage, wear, or loss occurring while in the performance of duties. The Department Head shall designate one (1) employee as the department’s quartermaster. Said quartermaster shall be responsible to determine whether uniform articles are damaged and whether such articles shall be repaired or replaced. Any damaged articles needing to be replaced requiring replacement must first be turned back into the City prior to the replacement of such articles. All uniforms and equipment are the property of the City and shall be restricted to City use only.

SECTION 4 The City may designate a weekly cleaning service for the cleaning and laundering of uniforms for those employees referenced in Section 1 of this Article. At such time, such cleaning service will be provided at the City's expense.

If the City designates a weekly cleaning service, then all applicable employees must turn in previously worn uniforms from the week prior to the identified uniform drop-off location(s) for laundering services. In such cases, employees are prohibited from washing the uniforms on their own in lieu of turning the uniforms in for laundering services. Employees are not required to turn in uniforms for the days that they did not work. In such cases that laundering services are provided by the City, the failure of an employee to turn in uniforms on a weekly basis for such laundering services may result in discipline, unless a waiver is granted by the Department Head.

SECTION 5 The City shall provide a minimum of two (2) City shirts annually for all other personnel to be used solely for City functions. The maximum cost annually is one hundred-fifty dollars (\$150). The shirts are the property of the City and are to be returned to the City upon separation of employment.

SECTION 6 Tool reimbursements, up to no more than six hundred dollars (\$600) per year, shall be made to mechanics that are required to provide privately-owned tools. Such payment shall be made within thirty (30) calendar days of proof of purchase by receipt. Repair and replacement of damaged tools will be the sole responsibility of the owning mechanic. When tools are on City property, the City shall provide insurance for catastrophic loss of tools at no cost to the owning mechanic. The insurance shall cover the replacement value of the tools and shall have no more than a five hundred dollar (\$500) deductible. Replacement value shall be updated at the beginning of each contract year. The deductible will be the sole responsibility of the owning mechanic.

Fire Equipment Mechanic employees will be required to provide tools listed in *Attachment "C"* while on duty. General Maintenance Mechanic employees will be required to provide tools listed in *Attachment "D"* while on duty. Privately owned tools are for the sole use of the owning mechanic. At no time will the owning mechanic be required to provide tools to any other person. The City shall have the right to inventory tool boxes, for compliance to this Article, with the owning mechanic on any normally scheduled duty shift of the owning mechanic. The owning mechanic shall be notified in writing of any discrepancies. Mechanics shall correct noted deficiencies within fourteen (14) calendar days.

SECTION 7 Except as discussed in Section 6 of this Article, the City shall provide the employees with the necessary equipment and electronics for the employees to successfully complete their assigned work to the satisfaction of their supervisors. Some positions may require the use of City-issued cell phones, iPads, or other equipment. The City reserves the management

right to determine which positions are required to use additional City-issued equipment and electronics.

SECTION 8

Upon termination or separation of employment, employees shall be required to turn in all uniforms and equipment supplied under Section 1, Section 5, and Section 7 of this Article, and any other City-issued equipment or electronics, unless such uniforms, articles of clothing, equipment, or electronics were previously documented as being forfeited. Failure to do so may result in the employee being charged for such lost or unaccounted for items. Payment shall be withheld out of the employee's final paycheck from the City at reasonable replacement costs of such lost or unaccounted for items.

ARTICLE 25 – HOURS OF WORK

SECTION 1 REGULAR HOURS: The regular work week shall consist of forty (40) hours per work period, as prescribed by the Department Head, or any other hourly/day combination agreeable to the Parties hereto not inconsistent with state or federal regulations and law. Hours of holiday leave, bereavement leave, personal leave, vacation leave taken during the work week will be treated the same as hours worked. Compensatory time, military leave, and sick leave taken during the week will not count towards hours worked in the work week.

SECTION 2 SPECIAL EVENT HOURS: Department Heads reserve the right to utilize temporary schedule adjustments to employees' regular work hours to accommodate special events as they occur throughout the year. For the purposes of this section, a Special Event is any community event which the City is hosting, partnering, or sponsoring where adjustments to employees' regular work hour schedules are made at least fourteen (14) calendar days' in advance of said community event, if such temporary adjustments are necessary in order to ensure that the event is properly staffed by City employees for the safety, protection, and enjoyment of the public.

SECTION 3 WORK BREAKS: Employees in the classification of Street Maintenance I, II, III, Sewer Maintenance I, II, III, Park Maintenance I, II, III, Water Operator I, II, III, Building & Grounds Maintenance, Fire Equipment Mechanic, General Maintenance Mechanic, Meter Reader, Utility Technician, Assistant Golf Superintendent, Combination Electrical Inspector, Building Inspector I, Building Inspector II, Lead Inspector, Recreation Area Superintendent, Sports Turf Superintendent, Head Custodian, Recreation Supervisor, Traffic Signal Technician II and Code Enforcement Officer shall be entitled to take two (2) paid fifteen (15) minute breaks consecutively in lieu of an unpaid meal period. Location of the meal period shall be designated by the Department Head. The Department Head shall provide their employees at least one (1) calendar days' notice prior to designating a new meal period location.

All other full-time employees shall be entitled to two (2) paid fifteen (15) minute breaks, one in the morning and one in the afternoon hours and be provided with one unpaid meal period consisting of either thirty (30) minutes or sixty (60) minutes each workday. The length of time of the unpaid meal period shall be posted per employee/per department and will not change without fourteen (14) calendar days written notification to the PCEA.

The time of the break shall be determined by the Department Head. The Department Heads are allowed to temporarily change meal periods during emergency work hours or to cover for employees absent from work.

SECTION 4 EMERGENCY WORK HOURS: During emergencies declared by the Department Head, employee shifts, hours, and duties may be established at the discretion of the Department Head.

SECTION 5

TRAINING AND EDUCATIONAL CONFERENCES: When an employee is required by the City to attend a training session or educational conference, all time spent traveling to and from, and time spent attending the training shall be considered hours worked. When attending training and educational conferences, the employee's meal period shall be considered as a normal work day meal period, and such time shall not be counted as hours worked.

ARTICLE 26 – OVERTIME, CALL-BACK, STANDBY, AND ON-CALL

SECTION 1 OVER-TIME PAY: Prior approval for overtime hours must be obtained from the employee's immediate supervisor or Department Head. An employee's time worked beyond the employee's hours of work, as defined in *Article 25 – Hours of Work*, shall be compensated at the rate of one and one-half (1 ½) times the employee's base pay rate. Employees may opt to take compensatory time in lieu of cash overtime. Employees selecting compensatory time in lieu of cash overtime shall comply with *Article 27 – Compensatory Time* of this Agreement.

Employees electing overtime pay shall be paid the overtime worked on the payroll for the pay period in which the overtime occurred.

SECTION 2 CALL-BACK: Employees who are notified to physically return to work by their immediate supervisor or Department Head after having clocked out at the end of their normal work shift, or on a day off and who were not previously notified of a specific time to return prior to the end of their normal work shift, shall be paid at the rate of 1 and ½ times (1 ½) the employee's base rate, with a minimum of two (2) hours of pay, regardless of hours worked that week.

Call-backs that run continuous with the start of an employee's normal duty shift will be subject to the 2 hour minimum provision and will be paid at 1 and ½ times the employee's base rate regardless of hours worked that week, unless the notification for an employee to begin their shift is within thirty (30) minutes of said employee's normal work schedule and the employee is on-site where they typically report for work duty.

Upon supervisor approval, employees may elect to use call-back hours as an adjustment to their scheduled work week with the understanding that this time would be paid at base rate of pay.

SECTION 3 EQUAL OVER-TIME OPPORTUNITIES: Overtime opportunities in any division or department shall be distributed equally within the division or department as far as is practical and possible. Department Heads and supervisors shall not monopolize any work hours to the detriment of other employees.

SECTION 4 STANDBY: Employees may be required to remain available for duty in a standby status. Employees shall be notified in writing of their standby status, to include: beginning time and date; ending time and date; the individual(s) who will be recalling employees ("the recalling authority") and one phone number and an alternate number for the recalling authority; and two telephone numbers at which the employee will be contacted for recall. Employees requesting a change in the number at which they will be contacted may provide one different telephone number at which they are to be called for that particular standby period, which will replace the original number for that standby period. Each employee is allowed two (2) telephone numbers per standby period. An employee desiring to change

their standby number must do so by submitting that number in writing to the recalling authority, in person, prior to the beginning time of the standby period. Employees shall safely report for duty and shall attempt to report for duty within thirty (30) minutes after they have been contacted or a message left by the recall authority, or within one (1) hour if the employee lives more than five (5) miles outside the City. Employees in a standby status shall be compensated at the rate of two (2) hours of base rate of pay or comp time for each twelve (12) hour period or portion thereof. Employees in a standby status on an actual holiday and/or an observed holiday shall be compensated at the rate of four (4) hours of base rate of pay or comp time for each twelve (12) hour period or portion thereof. Standby status hours will not be lost, even when an employee is called to report to work.

Standby status will cease when the original standby order has expired, or when an authorized City representative informs the employee that their standby status has expired.

When an employee is placed on standby status for a twelve (12) hour period, they will only work a maximum of two (2) hours past the twelve (12) hour standby period with a maximum of twelve (12) hours of continuous work allowed, unless the employee and authorized representative agree that work hours can continue during this emergency operation. Employees directed to return to work by an authorized authority shall be considered "Called Back" and compensated pursuant to Section 2 of this Article.

Management shall maintain sole discretion in delegating who shall be placed on standby.

SECTION 5

ON-CALL: The Department Head or the Department Head's designee may assign certain employees to on-call duty which requires the employee(s) to remain fit for duty, to be able to be reached immediately, to remain within a reasonable call-back radius, and to respond for duty if summoned. On-call status shall not restrict the employee's activities or movement to the extent that the employee cannot use the time effectively for normal personal pursuits.

Such time shall be compensable at the following rate:

- Non-Water Operator Employees: One (1) hour of pay for each twenty-four (24) hours of on-call duty Monday through Friday, and two (2) hours of pay for each twenty-four (24) hours of on-call duty Saturday through Sunday and on actual and observed holidays, when fourteen (14) calendar days or more advanced notice is provided; two (2) hours of pay for each twenty-four (24) hours of on-call duty Monday through Friday, and four (4) hours of pay for each twenty-four (24) hours of on-call duty Saturday through Sunday and on actual and observed holidays, when provided less than fourteen (14) calendar days advanced notice.

- Water Operator I, II, and III Employees: One (1) hour of pay for each twenty-four (24) hours of on-call duty on days the employee is scheduled to work, and two (2) hours of pay for each twenty-four (24) hours of on-call duty on days the employee is not scheduled to work and on actual and observed holidays, when fourteen (14) calendar days or more advanced notice is provided; two (2) hours of pay for each twenty-four (24) hours of on-call duty on days the employee is scheduled to work, and four (4) hours of pay for each twenty-four (24) hours of on-call duty on days the employee is not scheduled to work and on actual and observed holidays, when provided less than fourteen (14) calendar days advanced notice.

The following clarifications of on-call activities are as follows:

1. Periodically answering a City-issued on call phone and/or logging into the City's SCADA system are considered part of an employee's on-call duties and do not result in additional compensation under any other section of the PCEA Agreement. Employees shall be compensated for time actually worked, in fifteen (15) minute increments, while answering phone calls and/or logging into the SCADA system, with a minimum of fifteen (15) minutes per each call or required log-in into the SCADA system. This time will be paid at the base rate of pay up to forty (40) hours worked in a week and at one and one-half (1 ½) times the employee's base rate for any hours over forty (40) hours.
2. All on-call employees are required to keep a logbook to document the calls and issues received in order to ensure the City can properly track the issues and pay employees for time spent.
3. The City of Papillion reserves its management rights to designate when an employee is assigned to be on an on-call status.
4. If an on-call employee is required to physically present themselves at a City facility or a job site, then the employee will be considered called back to work and paid under the conditions defined in Section 2 of this Article.

ARTICLE 27 – COMPENSATORY TIME

SECTION 1 COMPENSATORY TIME: Any employee may elect to choose compensatory time, which will be awarded at time and one-half (1½) for all hours worked in lieu of cash overtime compensation up to a maximum of one hundred twenty (120) hours. Any overtime worked after the employee has accumulated the maximum number of compensatory hours shall be compensated in cash.

SECTION 2 COMPENSATORY TIME OFF: Any employee who has accrued compensatory time, shall be permitted to use such time off within a “reasonable period” after making the request if such use does not unduly disrupt the operation of the City. Employees who earn compensatory time off in the first week of a pay period may submit a request to use said earned compensatory time off in the second week of the same pay period.

SECTION 3 COMPENSATORY TIME SELL BACK: At the employee’s request, accumulated compensatory time up to forty (40) hours a year shall be paid in the following pay period in which the request was made, in cash compensation to the employee, provided the employee has notified the City between October first (1st) through June thirtieth (30th). The exception to this is the separation of employment with the City, in which case all unused compensatory time accumulated will be paid.

ARTICLE 28 – WORKING OUTSIDE OF CLASSIFICATION

- SECTION 1 When a classified service employee is asked to temporarily perform significant additional duties and/or responsibilities of a higher grade assignment for eight (8) consecutive work hours or more, the employee shall receive a four percent (4%) pay increase during such time the employee is performing those additional duties and/or responsibilities as assigned. For the Public Works Department, this section applies to the crew lead on a team of three (3) or more other employees where the crew lead is the first line of management of the team and responsible for the daily functions assigned including, but not limited to: project coordination, collaboration, organization, execution to completion, material ordering, equipment inventory, time management, duty assignments, safety, crew motivation, professionalism, and work ethics. Employees who fail to follow the direction of the crew lead may be subject to disciplinary action. For all departments, such periods shall be implemented by the submission of a status change form to the Human Resources Department.
- SECTION 2 When a classified service employee is asked to temporarily act in the absence of supervisory management personnel, for eight (8) consecutive work hours or more, the employee shall receive a six percent (6%) pay increase for the consecutive period during such time the employee is performing the additional duties and/or responsibilities as assigned. For the Public Works Department, this section applies to the superintendent positions within the department. For all departments, such periods shall be implemented by the submission of a status change form to the Human Resources Department.
- SECTION 3 Any time an employee who is working outside of their grade assignment pursuant to this Article utilizes vacation, personal, bereavement, sick, or any other leave provisions of this Agreement, they shall be paid for that leave at their regular rate of pay and not at the higher grade assignment pay.

ARTICLE 29 – WAGES

SECTION 1 WAGE ADJUSTMENTS: Adjustments to PCEA member wages shall be determined by placement on the PCEA Grade Assignment (*Attachment “B”*) and the corresponding PCEA Pay Scales (*Attachment “C”*) based on the following increases:

- First Full Pay Period in February, 2023: 6%;
- First Full Pay Period in February, 2024: 4%;
- First Full Pay Period in February, 2025: 3%;
- First Full Pay Period in February, 2026: 3%.

To clarify, the wage adjustments will be effective beginning with the hours worked in the first full pay period in February of each year. For example, in 2023, the wage adjustments will be first applied to the hours worked for the February 5th through February 18th, 2023, pay period, which will be paid out to the employees on the March 3rd, 2023, paycheck.

SECTION 2 LONGEVITY: Longevity payments shall be made annually in the following pay period of the employee’s original date of hire. These payments shall not affect base rate pay. They will be single payments based on base rate pay paid the previous year. Employees shall be eligible for two percent (2%) longevity pay upon the completion of six (6) years continuous service with the City. Employees shall be eligible for three percent (3%) longevity pay upon completion of twelve (12) years continuous service with the City. Employees shall be eligible for four percent (4%) longevity pay upon the completion of eighteen (18) years continuous service with the City.

SECTION 3 GRADE ASSIGNMENT ADJUSTMENTS: Grade Assignment adjustments have been made for the following positions beginning with the effective date of this Agreement:

HIGHER GRADE ASSIGNMENTS: Grade Assignments for the following PCEA positions shall be adjusted to a higher Grade Assignment and shall be placed on the PCEA Pay Scale dated February 3, 2023 within the Current Grade Assignment and one step below previous placement. For example, if an existing position was previously placed at Grade 14, Step 4 pursuant to the Agreement between the City of Papillion and Papillion Classified Employees Association dated February 3, 2019, through February 2, 2023, and is moving to Grade 16, the position shall move to Grade 16, Step 3 pursuant to this Agreement.

<u>Position</u>	<u>Previous Grade Assignment</u>	to	<u>Current Grade Assignment</u>
Fire Equipment Mechanic	Grade 17	to	Grade 18
Head Custodian	Grade 9	to	Grade 10

HR Coordinator	Grade 14	to	Grade 16
Park Maintenance Worker III	Grade 16	to	Grade 17
Payroll Specialist	Grade 16	to	Grade 17
Senior Accountant II	Grade 20	to	Grade 23
Sewer Maintenance III	Grade 16	to	Grade 17
Street Maintenance III	Grade 16	to	Grade 17
Technology Services Coordinator	Grade 14	to	Grade 16

SECTION 4

MERIT PAYMENT: Employees who are at the top step of their Classified Service position grades (Step 8) on the Effective Date of this Agreement for the year 2023 and prior to their individual Anniversary Dates each year thereafter for the remaining years of this Agreement shall be eligible to receive merit payments of up to four percent (4%) of their annual base wages on their Anniversary Dates each year of this Agreement that they are at the top step of their Classified Service position grades (Step 8).

Merit payment for eligible employees shall be calculated as lump sum amounts each year of this Agreement; however, the merit payments shall be divided into twenty-six (26) equal installment payments and paid out to the eligible employees over the next year. If there are twenty-seven (27) pay periods prior to an individual eligible employee's next Anniversary Date calculation, then the installment payment shall continue to be included on the eligible employee's paycheck for the twenty-seventh (27th) pay period. In order to be eligible for installment payments, eligible employees must be employed with the City. Remaining installment payments are not paid out at the time of eligible employees' separation from employment.

Such merit payments shall not be automatic and shall be based on the individual performance review scores of each eligible employee's previous year's evaluation. Eligible employees shall only include those employees: (i) who are at the top step of their Classified Service position grades (Step 8) on the Effective Date of this Agreement for the year 2023, and prior to their individual Anniversary Dates each year thereafter for the remaining years of this Agreement; and (ii) who attained an overall average performance evaluation score of at least 3.01 in their previous year's evaluation per the guidelines established in *Attachment "F": Performance Evaluations*.

Merit payments for eligible employees shall be earned as follows:

<u>Performance Review</u> <u>Average Score (1-5 Scale):</u>	<u>Merit Payment</u> <u>Percentage:</u>
1.00 – 3.00	0.00%
3.01 – 3.49	2.00%
3.50 – 3.99	3.00%
4.00 – 5.00	4.00%

SECTION 5

WEEKEND DIFFERENTIAL: All employees covered under this Agreement, except recreation personnel and library personnel, when performing their

normal duties and responsibilities and scheduled to work between the hours of 12:01 a.m. Saturday through 11:59 p.m. Sunday shall be paid an additional hourly wage of \$0.65 per hour.

SECTION 6

SHIFT DIFFERENTIAL: All employees covered under this Agreement, except recreation personnel and library personnel, when performing their normal duties and responsibilities and scheduled to work between the hours of 6:00 p.m.- 6:00 a.m. Monday through Friday shall be paid an additional hourly wage of \$0.65 per hour.

ARTICLE 30 – RETIREMENT

- SECTION 1 Pursuant to the provisions of Neb. Rev. Stat. §19-3501, as amended, the City shall contribute a sum equal to six percent (6%) of an employee's annual rate of pay, which shall exclude overtime to the 457(b) pension plan maintained by the City. Each employee must also contribute an amount at least equal to the City's contribution under the pension plan as provided by this Article and the participation in said pension plan shall be mandatory for all full-time employees.
- SECTION 2 In addition to the mandatory six percent (6%) employee contribution, employees may voluntarily make additional contributions to the pension plan, which shall be in even percentage amounts. The City of Papillion will match the employee's additional voluntary contributions up to two percent (2%) of the employee's annual compensation, excluding overtime compensation. Between December first (1st) and December thirty-first (31st) of each year of this Agreement, an open enrollment period will exist where an employee may elect to make additional contributions under this section. Enrollments will not be allowed at any other times during the year. The declaration will be valid until rescinded by the employee in writing. Upon receipt of employee's intent to cease additional voluntary contributions, the City's matching contribution under Section 2 of this Article will also cease. Additional voluntary contributions may be made subject to the terms of the pension plan.
- SECTION 3 The employee's mandatory and voluntary contributions to the pension plan will be automatically deducted from the employee's pay before federal and state tax withholdings are calculated (pre-tax).

ARTICLE 31 – PAY PLAN ADJUSTMENT

SECTION 1

The classification pay plan may be adjusted, by mutual consent of both Parties, and shall be adjusted annually for cost of living as described in *Article 29 – Wages*. Employees shall be entitled to a movement of one step across the pay plan in the appropriate classification grade upon completion of the employee's introductory period.

Employees shall receive a performance evaluation upon completion of the employee's introductory period and on the employee's anniversary date thereafter.

Movement on the pay scale (*Attachment "E"*) by an employee shall be subject to a performance evaluation. Employees who receive an overall satisfactory evaluation or better shall be entitled to movement of one step across the pay plan in the appropriate classification grade unless the employee is at the top step of their classification grade.

Regular employees that fail to receive an overall satisfactory evaluation shall not receive a pay step at that time and shall be reevaluated in six months. Upon receiving an overall satisfactory evaluation, the employee shall be entitled to one step across the pay plan in the appropriate classification grade on the date of the overall satisfactory evaluation unless the employee is at the top step of their classification grade. Failure to receive an overall satisfactory evaluation shall not change an employee's anniversary date. An overall satisfactory evaluation shall be defined in accordance with *Attachment "F"*.

An employee that is promoted shall be placed in the appropriate classification pay grade and in a pay step that reflects the closest approximation to a five percent (5%) pay increase. The anniversary date of a promoted employee shall be one year, and every subsequent year, from the date of the promotion.

Involuntarily transferred employees shall be placed on the pay step of the new classification grade that denotes the pay step within the new classification grade closest to their previous pay step.

Eligible employees, as defined in the Job Posting section of the Personnel Manual of the City of Papillion, in one job classification may apply for openings in another job classification. When an opening in a specific classification becomes vacant, the City shall post the vacancy for all employees to have the opportunity to apply.

SECTION 2

For the positions of Park Maintenance Worker I, Street Maintenance Worker I, Sewer Maintenance I, and Water Operator I (each a "Worker/Operator I"), there shall be a junior/senior relationship with the next highest level of the corresponding position (each a "Worker/Operator II"). When a Worker/Operator I has completed a minimum of four (4) years of service in their Worker/Operation I position, such employee shall be given an

opportunity to be promoted to the Level II of their position, provided that such employee successfully completes the minimum promotional standards required of the Level II position. The promotional standards shall include but are not limited to: past performance evaluations, position-relevant testing, past demonstration of ability to communicate, demonstrable professional development efforts or certifications, a minimum of 40 training hours related to the higher position level, and past demonstration of willingness to go above and beyond the normal work duties as assigned. The Department Head shall have the authority to reduce the minimum required training hours necessary to meet the promotional standard.

At the Department Head's discretion, and with the City Administrator's approval, an employee in the Level I positions may be promoted to a Level II after three (3) years of continuous employment, provided that such employee has successfully completed all other minimum promotional standards and there is a mutual benefit to both Parties for such promotion.

ARTICLE 32 – INSURANCE

SECTION 1

For the term of this Agreement, full-time employees and their families shall be entitled to enroll in the City group life, health, and dental programs, or as otherwise required by the State of Nebraska, subject to all terms and conditions of the agreements between the City and the insurance carriers.

HEALTH INSURANCE COVERAGE:

Full-time employees shall pay insurance premium contributions according to the following schedule based on their health insurance coverage selection and network selection as established in the master agreement of the contract with the insurance carrier:

Broad Health Insurance Network Option:	
\$500 Deductible Plan	14% Employee Contribution
\$1,000 Deductible Plan	12% Employee Contribution
Limited Health Insurance Network Option:	
\$500 Deductible Plan	12% Employee Contribution
\$1,000 Deductible Plan	10% Employee Contribution

Employees electing health insurance coverage shall be required to contribute the monthly premium cost of health insurance, which shall be automatically deducted from their paycheck.

DENTAL INSURANCE COVERAGE:

Dental insurance premiums for employees and their families will be paid for by the City.

LIFE INSURANCE COVERAGE:

Effective October 1, 2023, full-time employees shall be entitled to \$50,000 City paid life insurance in which employee shall designate the beneficiary. The \$50,000 is inclusive of life insurance offered through the health insurance plan. Employees electing to have separate or additional life insurance for family members shall be required to pay one-hundred percent (100%) of the costs for such premiums, which shall be automatically deducted from their paycheck.

SECTION 2

Those employees electing not to participate in City’s insurance coverages shall not receive any other form of coverage or compensation from the City in lieu of those benefits.

SECTION 3 Employees governed by this Agreement shall be eligible to participate in the COBRA program upon leaving employment with the City.

SECTION 4 Full-time employees shall be entitled to City-paid, long-term disability insurance, with an elimination period not to exceed ninety (90) calendar days and a minimum monthly earnings benefit of sixty percent (60%) until the age reduction provisions apply, subject to all terms and conditions of the agreement between the City and the insurance carrier. Employees who will be out of work must also request a leave of absence.

ARTICLE 33 – ELECTIVE RETIREE HEALTH INSURANCE BENEFIT

- SECTION 1 ELIGIBILITY TO PARTICIPATE: Employees governed by this Agreement, who separate service from the City with twenty (20) continuous years of service and are sixty (60) years of age, shall be entitled to enroll in the City's health insurance plan subject to all terms and conditions of the agreements between the City and the insurance carriers.
- SECTION 2 CONTRIBUTION TO RETIREE HEALTH INSURANCE: Retirees electing to participate in the City's health insurance plan shall be required to pay one hundred percent (100%) of the costs for such premium. Retiree shall pay monthly health insurance premiums by the 15th day of the prior month. Failure of a retiree to make monthly premium payments in a timely manner may result in the loss of the retiree's health coverage. For example, if the premium payment is due on January 1st, the payment from the retiree must be received by the City no later than December 15th.
- SECTION 3 ELIGIBILITY TO REMAIN ON RETIREE HEALTH INSURANCE PLAN: Retirees are eligible to remain on the City's health insurance plan until the end of the month of their sixty-fifth (65th) birthday or until eligible for Medicare health benefits, whichever occurs first.

ARTICLE 34 – ACCOMMODATIONS WHILE AT CONFERENCES

SECTION 1 The City agrees to provide employees with individual rooms while in attendance at a conference and/or training when attendance at the conference and/or training requires such employees to stay in overnight lodging.

ARTICLE 35 – POLITICAL ACTIVITY

SECTION 1 Employees are prohibited from participating in political activities during working hours or when otherwise engaged in the performance of their official duties. No employee shall engage in any political activity while wearing a uniform required by the City. Employees shall not be compelled by either Party hereto to contribute to any political concept, organization, or candidate.

ARTICLE 36 – LICENSING AND CERTIFICATIONS

SECTION 1 Employees required to achieve and/or maintain specific licenses and/or certifications shall do so at the City's expense. Scheduling of tests, classes, seminars, and continuing education required to achieve and/or maintain licenses and/or certifications shall be approved by the Department Head. The cost of the test, class and/or seminar necessary to achieve and/or maintain the required license and/or certification shall be paid by the City.

SECTION 2 Employees that achieve and maintain licenses after hire that are deemed relevant by the Department Head to the operations of the department and that are in addition to those licenses required in the employee's job description will be paid fifty dollars (\$50.00) per year for each license up to a maximum of two hundred dollars (\$200.00). Compensation for licenses achieved and maintained that are not considered relevant to the operations of the employee's department will be at the discretion of the Department Head.

Employees are responsible for maintaining their specific licenses and certifications. Employees must submit confirmation of current licenses and certifications to their supervisors by January 5th of each year. License incentive payments will be made annually on the first full pay period in February and through the duration of this Agreement.

SECTION 3 Upon suspension or termination of any mandatory license or certification, the employee shall:

1. Report such suspension or termination to their Department Head, immediate supervisor, and the Human Resources Department;
2. Not be allowed to perform those job duties which require such license or certification; and
3. Be subject to the City's disciplinary process, up to and including termination.

If a license or certification is suspended for more than twelve (12) months or not able to be reinstated within twelve (12) months, such employee shall be subject to termination or such discipline as the City deems appropriate. It is understood that this provision does not prohibit the City from using its management rights to terminate or discipline an employee in a situation where a suspended license or certificate prohibits the employee from performing the essential functions of their job. If terminated, such employee shall be allotted all rights granted herein for purposes of termination.

ARTICLE 37 – LINE-OF-DUTY DEATH

SECTION 1

In the event of a line-of-duty death, the City shall pay ten thousand dollars (\$10,000) for funeral expenses, which amount is to be in addition to any amounts payable under the Nebraska Workers' Compensation Act.

ARTICLE 38 – MAINTENANCE OF STANDARDS

SECTION 1

The employee agrees that all conditions of employment in their individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by an employee or the PCEA in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) calendar days from the date of the error. Any disagreement between the PCEA and the City with respect to this matter shall be subject to the grievance procedures. This provision prohibits the employer from imposing or continuing wages, hours, and working conditions at a level less than those contained in this Agreement prior to the expiration date.

ARTICLE 39 – SAVINGS CLAUSE

SECTION 1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Should any Article, Section, or portion thereof in this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the court decision. Upon the issuance of such a court decision, the Parties agree to immediately open negotiations to seek substitution language for the invalid Article, Section, or portion thereof. All other provisions of this Agreement, not specifically declared unlawful or unenforceable in any court decision, shall remain in full force and effect for the duration of this Agreement.

ARTICLE 40 – DURATION OF AGREEMENT

- SECTION 1 This Agreement between the PCEA and the City shall be in full force and effective from February 3, 2023, for a period of four (4) years to expire on February 2, 2027, or until replaced by a succeeding agreement or as otherwise required by a final decision of the Commission of Industrial Relations or another court of competent jurisdiction.
- SECTION 2 Neither Party shall attempt to renegotiate any terms of this Agreement unless both Parties agree in writing and mutually agree to reopen negotiations or otherwise stated within this Agreement prior to the effective expiration date of this Agreement.
- SECTION 3 The PCEA and the City agree to exchange written proposals for the next contractual period on or prior to September 1, 2026, or such other date thereafter as otherwise agreed to in writing between the PCEA President, or the PCEA President's designee, on behalf of the PCEA, and the City Administrator, or the City Administrator's designee, on behalf of the City.

ARTICLE 41 – SCOPE OF AGREEMENT

The City and the PCEA mutually agree that this Agreement constitutes the entire agreement and an understanding concerning all proper subjects of collective bargaining for the duration of this Agreement, and supersedes all previous agreements, if any. This Agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both Parties and approved by the City Council. There are no oral agreements nor is this Agreement based upon any oral representation governing the subject matter of this Agreement. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska and any dispute, disagreement or litigation arising under this Agreement shall be adjudged in accordance with the statutes and Laws of the State of Nebraska. All City employees shall be subject to all applicable ordinances of the City concerning employment and personnel matters.

APPROVED this ____ day of _____ by the Papillion Classified Employees Association, with the effective date of the PCEA contract to be February 3, 2023.

Secretary

President - Chairperson

APPROVED this ____ day of _____, 20__ by the City of Papillion, a municipal corporation, with the effective date of the PCEA contract to be February 3, 2023.

City Clerk

Mayor

(SEAL)

ATTACHMENT "A-1"

AUTHORIZATION FOR PAYROLL DEDUCTION OF MEMBERSHIP DUES
PAPILLION CLASSIFIED EMPLOYEES ASSOCIATION (PCEA)

To the City of Papillion, Nebraska:

I, _____, the undersigned hereby authorize and direct the Human Resources Department of the City of Papillion, Nebraska, to deduct from my wages bi-monthly \$_____ for the purpose of membership dues to the Papillion Classified Employees Association. The amount deducted shall be certified by the PCEA, and any changes to such amount shall require my express consent. This authorization is revocable at any time upon my giving the Human Resources Department written notice of such revocation pursuant to the notice requirements established pursuant to *Article 6 – Dues Check-Off* of this Agreement.

Signature: _____

Address: _____

Date: _____

ATTACHMENT "A-2"

REVOCATION OF AUTHORIZATION FOR PAYROLL DEDUCTION OF MEMBERSHIP DUES
PAPILLION CLASSIFIED EMPLOYEES ASSOCIATION (PCEA)

To the City of Papillion, Nebraska:

I, _____, the undersigned hereby direct the Human Resources Department of the City of Papillion, Nebraska, to discontinue the previously authorized bi-monthly payroll deduction for the purpose of membership dues to the Papillion Classified Employees Association. I understand that I shall be responsible for providing a copy of this signed notice of revocation to the designated PCEA official after providing the original notice of revocation to the Human Resources Department.

Signature: _____

Address: _____

Date: _____

ATTACHMENT "B"

PCEA GRADE ASSIGNMENT

FEBRUARY 3, 2023

GRADE 1	GRADE 2	GRADE 3
GRADE 4	GRADE 5	GRADE 6
GRADE 7 Custodian	GRADE 8	GRADE 9 Secretary I
GRADE 10 EMS Billing Clerk General Accounting Clerk Head Custodian Recreation Program Asst. Recreation Supervisor Secretary II	GRADE 11 Meter Reader Park Maintenance Worker I Sewer Maintenance I Street Maintenance I	GRADE 12 Accounts Payable Clerk HR Assistant Secretary III Utility Billing Clerk
GRADE 13 General Maint. Mechanic Librarian I – Technical Ser. Librarian I – Youth Services Librarian I – Adult Services Line Locator Permit Technician I	GRADE 14 Building & Grounds Maintenance Park Maintenance Worker II Permit Technician II Sewer Maintenance II Street Maintenance II	GRADE 15 Utility Technician Water Operator I
GRADE 16 Assistant Golf Superintendent Deputy City Clerk Digital Library Specialist Golf Maintenance Mechanic HR Coordinator Recreation Area Superintendent Sports Turf Superintendent Technology Services Coordinator	GRADE 17 Comm. Spec. – Video Content Park Maintenance Worker III Payroll Specialist Pub. Safety Community Outreach Sewer Maintenance III Street Maintenance III Water Operator II	GRADE 18 Code Enforcement Officer Fire Equipment Mechanic
GRADE 19 Building Inspector I Traffic Signal Technician II Water Operator III	GRADE 20 Building Inspector II	GRADE 21 Comb. Electrical Inspector GIS Analyst
GRADE 22	GRADE 23 Lead Building Inspector Senior Accountant II	GRADE 24

ATTACHMENT "C"

ESSENTIAL TOOL LIST

FIRE EQUIPMENT MECHANIC

<u>Drive</u>	<u>Tool Description</u>	<u>Brand</u>	<u>Cost</u>
	Box Tool Roller Chest KRA5319APM	Snap-On	3,000
3/4	Socket Set 7/8 to 2-3/16 W/ Ratchet,Breaker Bar, 2X	Craftsman	350
1/2	Sockets Shallow Impact 7/16 to 1-1/16	Craftsman	150
1/2	Sockets Deepwell Impact 7/16 to 15/16	Generic	100
1/2	Sockets Shallow 7/16 to 1-1/2	Snap-on	250
1/2	Sockets Deepwell 7/16 to 1-1/8	Craftsman	150
1/2	Sockets Shallow Impact Metric 10 to 36mm	Snap-on	360
1/2	Sockets Shallow Metric 10 to 31mm	Snap-on	368
1/2	Sockets Deepwell Metric 10 to 27mm	Craftsman	150
1/2	Extentions 1, 2, 4, 10 & 20 in	Snap-on	175
1/2	Extentions wobble 2, 4, 6 & 8 in	Generic	35
1/2	Universals 1 Hand, 1 Impact	Snap-on	40
1/2	1 Round Head, 1 Tear Drop	Snap-on	165
1/2	Breaker Bar	Craftsman	25
1/2	T-Bar	Craftsman	15
1/2	Speeder Handle	Craftsman	25
1/2	Torqwrench Dial	Snap-on	350
1/2	Torqmultiplier	Sunex	300
3/8	Sockets Shallow 5/16 to 1 in	Snap-on	135
3/8	Sockets Deepwell 3/8 to 13/16	Craftsman	50
3/8	Sockets Shallow Metric 9 to 19mm	Craftsman	50
3/8	Sockets Deepwell Metric 9 to 19mm	Craftsman	50
3/8	Sockets Wobble 3/8 to 3/4	Craftsman	45
3/8	Sockets Allen/Screwdriver Bits 13 pcs	Craftsman	65
3/8	Sockets Allen 1/8 to 3/8	Snap-on	100
3/8	Sockets Allen 4 to 10 mm	Snap-on	125
3/8	Sockets Torx #27 to #55	Snap-on	135
3/8	Sockets Square Drive 1/4 to 1/2	Craftsman	20
3/8	Crow Foot Set 3/8 to 1-7/8	Generic	40
3/8	Crow Foot Line Wrench Set 3/8 to 7/8	Generic	40
3/8	Extentions (2) 2, 6, (2) 10 & (2) 12in	Snap-on/Craftsman	85
3/8	Ratchets 1 Round Head, 1 Tear Drop	Snap-on	135
3/8	T-Bar	Craftsman	12
3/8	Speeder Handle	Craftsman	15
3/8	Breaker Bar	Craftsman	15
1/4	Sockets Shallow 3/16 to 1/2	Craftsman	20

ESSENTIAL TOOL LIST (FIRE EQUIPMENT MECHANIC-CONTINUED)

<u>Drive</u>	<u>Tool Description</u>	<u>Brand</u>	<u>Cost</u>
1/4	Sockets Deepwell 3/16 to 1/2	Craftsman	20
1/4	Sockets Shallow Metric 4 to 14mm	Snap-on	100
1/4	Sockets Deepwell Metric 4 to 14mm	Craftsman	100
1/4	Sockets Allen/Screwdriver 10 pcs	Craftsman	35
1/4	Ratchets 1 Round Head, 1 Tear Drop	Craftsman	30
1/4	Breaker Bar, T-Bar, Drive Handle, (2) 2, (3) 4in ext	Craftsman	40
	Wrench Set Box/Open 1/4 to 2 in	Craftsman	150
	Wrench Set Double Open 1/4 to 1-7/16	Craftsman	120
	Wrench Set Double Box 3/8 to 9/16	Craftsman	25
	Wrench Set Double Line 1/4 to 3/4	Craftsman	35
	Wrench Set Double Obstruction 7/16 to 7/8	Snap-on	175
	Wrench Set Double Open Thin	Craftsman	65
	Wrench Set Angle Head 3/8 to 1-5/8	Generic/Snap-on	225
	Wrench Set Ignition Combo 14pcs	Craftsman	30
	Wrench Set Ignition Angle Head 14pcs	Craftsman	30
	Wrench Set Metric Box/Open 6 to 24mm	Craftsman	125
	Wrench Set Metric Double Open 10 to 19mm	Craftsman	45
	Wrench Set Metric Double Box 10 to 19mm	Craftsman	45
	Wrench Set Metric Double Line 10 to 19mm	Craftsman	45
	Wrench Set Metric Ignition 8pcs	Craftsman	20
	Allen Wrench Set Standard 24pcs	Craftsman	20
	Allen Wrench Set Long 12pcs	Craftsman	20
	Allen Wrench Set Large 5/16 to 3/4	Generic	50
	Allen Wrench Set Metric 24pcs	Craftsman	20
	Screwdriver Set 20pcs	Craftsman	50
	Pliers, Needle Nose, Channel Lock, Cutter	Craftsman	35
	Pliers Vice Grips 4pcs	Vise Grip	65
	Pliers Long Nose Set 4pcs	Generic	25
	Pick Set 10pcs	Generic	15
	Chisels, Punches, Align Punches, Brass Drift 30pcs	Craftsman	100
	Thread Files 3	Generic	60
	Brake Spring Pliers, Spoon, Shoe Spring Tool	Craftsman	50
	Drill Bits 1/16 to 3/4	Generic	65
	Drill Bits Long 10pcs	Generic	60
	Hammer 12, 16, 40oz, Dead Blow, Rubber	Craftsman	100
	Channel Locks 18in	Craftsman	35
	Pipe Wrench 10, 14 & 24in	Ridgid	150
	Crescent Wrench 6, 12in, Square Jaw 16in	Crescent	65
	Pry Bars Roll Head, Align, 30in Crow, 40in Tank	Craftsman/Generic	100

ESSENTIAL TOOL LIST (FIRE EQUIPMENT MECHANIC-CONTINUED)

<u>Drive</u>	<u>Tool Description</u>	<u>Brand</u>	<u>Cost</u>
	Pry Bars 12, 24in	Snap-on	50
	Tubing Kit	Imperial/Eastman	75
	Needle File Set 10pcs	Generic	25
	Riffler File Set 10pcs	Generic	25
	File Set, Tiangle, Half Round, Flat, Round 15pcs	Generic	65
	Hack Saw W/Blades	Craftsman	25
	Mettal Shears 3pair	Generic	25
	Chain Wrench 36in Chain 12in Handle	Wix	35
	Strut Compressor	Generic	65
	Soldering Gun	Weller	40
	Screw Extractor/Left Hand Drill Bits	Generic	60
	Pipe Taps 1/4 to 3/4	Generic	40
	Compression Tester	Sears	40
	Gages, 0 to 60 psi, Vacuum, Temp	Generic	60
	Spanner Wrenches 6pcs	Generic	50
1in	Impact Wrench	Cleco	300
1/2	Impact Wrench	I/R231	150
1/2	Air Drill	I/R 7803R	150
	Tire Buffer	I/R 327	100
	Air Cut-Off Tool	Generic	40
	Multimeter	Fluke 7-60	100
	4,000 lbs Shop Crane	Generic	600
			1,845

ATTACHMENT "D"

ESSENTIAL TOOL LIST

GENERAL MAINTENANCE MECHANIC

Top box Snap-on

Bottom box Snap-on 2 side box Snap-on creeper Snap-on

1/2" impact deep well Snap-on 1/2 -1 1/4

1/2" impact shallow proto 1/2-1 1/8

1/2" impact deep well Snap-on 10-36 metric

1/2" impact shallow Mac 10 - 36 metric

1/2" chrome deepwell slkl 7/16 - 7/8

1/2" chrome deepwell Mac 10 -19 metric

1/2" chrome shallow Craftsman 10 -17 metric

1/2" chrome shallow Craftsman 7/16 - 7/8

3/8" impact deepwell Snap-on 3/8 - 3/4

3/8" impact deepwell Snap-on 8 - 24 metric

3/8" wabbles shallow impact Snap-on 3/8 - 3/4

3/8" wabblers shallow impact Snap-on 9 -19 metric

3/8" shallow impact Snap-on 5/16 - 3/4

3/8" shallow impact Snap-on 10 -18 metric

3/8" chrome shallow Craftsman 3/8 -13/16

3/8" chrome shallow Craftsman 10 -19 metric

3/8" chrome deepwell Craftsman 3/8 - 7/8

3/8" chrome deepwell Craftsman 10 -19 metric

3/8" wabbles shallow Snap-on 5/16 - 3/4

3/8" allen sockets Mac 1/8 - 5/16 (4)

3/8" allen sockets Snap-on 1/4, 5/16, 3/8

3/8" allen sockets Snap-on 4 -10 metric

3/8" inverted torque Craftsman 6 -16 metric

3/8" torque Craftsman 40-60

3/8" star sockets Mac 1/4 - 5-8

3/8" draglink socket Mac

3/8" oil sender socket challenger 1/4" impact shallow Mac 1/4 -1/2

1/4" impact shallow Mac 5.5 -13 metric

1/4" chrome deepwell Snap-on 3/16 -9/16

1/4" chrome deepwell Snap-on 5 -14 metric

1/4" chrome shallow Craftsman 5/32 - 1/2

1/4" chrome shallow Craftsman 4 -13 metric

1/4" allen sockets Snap-on 1/16 -1/4

1/4" torque Craftsman 10-27 metric

3/4" chrome socket 15/16 - 2

1/2" wheel drive sockets Snap-on 1/2 -3(4)

ESSENTIAL TOOL LIST (GENERAL MAINTENANCE MECHANIC-CONTINUED)

½ big oil filter wrench
½ strap on oil filter wrench
½ X 3Mac oil filter cups
½ Craftsman impact gun
½ air drill
¾" Craftsman impact gun
c/p air zip gun w/bits ¾" die grinder w/attachments
¼" Mac air ratchet
2 Mac airgun blower
1/16 -1/2 Mac drill bits
¼" bit Snap-on torque wrench
¾" Snap-on torque wrench
½" Snap-on torque wrench
¾" impact driver
2 Snap-on ¾" - 13/16 wheel sockets w)
¼" s-k spinner ¼"Mac swivel
¼" extension 2-3(2) 6 -14 Mac
¼" Snap-on ratchets (2)
¼" thorsen breaker bar
¾" Craftsman extension 1 1/2 - 3 - 6 - 20
¾" Snap-on swivel(2) ½" Snap-on ratchet
½" Craftsman extension 5 -10
½" Snap-on breaker bar
½" wabbles Snap-on (1) Walden (1)
15 piece punch and chisel set
8 thorsen punches
3 thorsen chisels
2 brass cal-van drifts
4 piece pick set Snap-on 5 creston wrenches 2-6-8-16-18
set comb wrenches Snap-on ¼" - 1 ¼" long 12 point set comb wrenches Craftsman ¼" - 1
long crow foot Snap-on ¾" - 7/8 - 3/8
pickle forks
set nut drives Snap-on ¼" - 5/8 set of nut Craftsman drives 5 -11 ratchet wrench offset ½" -
9/16 blue point set of angle wrenches man ¾" - 3/4 set wrenches matco ¼" - 3/4 (6) point
set wrenches Mac 7/16 - 3/4 12 point medium set wrenches Snap-on ¼" - 13/16 line
wrenches set wrenches Craftsman 6 -18 metric open end set wrenches Snap-on 10-19 short
metric combo set wrenches Snap-on 8 - 22 long metric combo
10 piece Snap-on screw driver set
10 piece Matco screw driver set
4 piece Snap-on little screw driver
13 piece Craftsman combo screw driver set

ESSENTIAL TOOL LIST (GENERAL MAINTENANCE MECHANIC-CONTINUED)

2 long Mac screw driver long Snap-on screw driver 2 b/s Snap-on screw driver 3 comb
Snap-on screw driver small central screw driver
2 long swivel Snap-on 5/8 - 13/16 spark plug sockets
4 hook Snap-on hook pry bar
3 flat Snap-on pry bar
flat Craftsman pry bar
2 Snap-on bearing holder
wheel steering tool Snap-on
puller w/bolts Mac
puller w/bolts cal-van(T)
pulley puller otc
6 vise grips
5 Snap-on plier sets
7 Snap-on snap ring pliers
band pliers k-d
tin snips wiss
flat vise grip tinnern
9 hammer steel-brass deadblow Snap-on/Craftsman
2 gasket scraper
1 wire brush
2 fuller pipe wrenches 14" - 18"
allen wrench set allen 1/16 - 5/8
set allen wrenches Snap-on 3 -19 metric
big channel lock pliers 1/8 - 16
tap/die set Craftsman 19 piece metric
tap/die set Craftsman 1/8 -1/2
set of battery tools plier/puller/cleaner
3/4" ratchet breaker bar 2 extensions
comp tester Craftsman
vacuum tester
dent puller
vacuum gage
remote start
test light Snap-on
set of line wrenches metric 9 -17
pliers cable cutter
terminal pliers Snap-on
tire tools 12"
misc hand tools
solder gun weller
thread chaser Snap-on
radiator tester Snap-on

ESSENTIAL TOOL LIST (GENERAL MAINTENANCE MECHANIC-CONTINUED)

t bar puller Snap-on w/bolts
telescoping magnets Craftsman
slide hammer tires
cordless 3/8" drills Craftsman w/light 1, 4, 9, w
pop rivets gun w/ case
square jaw pipe wrench
left hand drill set Mac
set of EZ outs Mac
flaring tool w/cutter blue point
set 13 piece hole saw Mac
4 inch hole saw
3 big sockets 6 point 2 9/16, 3 1/4, 4 1/8
cylinder hone ring compressor otc
set of brake tools Mac pliers/spoons v
alve spring compressor
tail pipe cutter blue point
set of misc clip removers Snap-on
2 radiator cap pliers blue point
antifreeze tester
3 clap vise grip
set files assorted
caliper
9" Craftsman mag level
wheel dust cap puller
multi-metric Craftsman
tool tot
25ft tape measure Stanley
wheel bearing greaser
B-S clutch tool

ATTACHMENT "E-1"
 CITY OF PAPIILLION
 PCEA PAY SCALE (6%)
 First Full Pay Period - February 2023

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	13.72	14.26	14.81	15.42	16.02	16.67	17.35	18.04
2	14.26	14.86	15.43	16.04	16.68	17.37	18.06	18.80
3	14.81	15.42	16.04	16.67	17.37	18.04	18.79	19.51
4	15.41	16.02	16.66	17.35	18.02	18.75	19.50	20.29
5	16.02	16.67	17.35	18.04	18.79	19.51	20.30	21.13
6	16.67	17.35	18.04	18.75	19.50	20.29	21.12	21.94
7	17.35	18.02	18.75	19.50	20.29	21.12	21.94	22.82
8	18.04	18.75	19.50	20.29	21.12	21.96	22.82	23.74
9	18.74	19.49	20.28	21.09	21.91	22.80	23.72	24.66
10	19.49	20.28	21.09	21.94	22.80	23.72	24.67	25.65
11	20.29	21.09	21.94	22.82	23.72	24.67	25.65	26.70
12	21.09	21.94	22.80	23.72	24.67	25.65	26.69	27.76
13	21.96	22.82	23.74	24.68	25.69	26.70	27.77	28.86
14	22.82	23.74	24.68	25.69	26.70	27.77	28.86	30.04
15	23.74	24.67	25.69	26.70	27.77	28.86	30.04	31.24
16	24.67	25.65	26.70	27.76	28.86	30.04	31.22	32.47
17	25.69	26.70	27.77	28.89	30.04	31.24	32.51	33.79
18	26.70	27.77	28.86	30.04	31.22	32.47	33.77	35.13
19	27.77	28.86	30.04	31.22	32.47	33.77	35.13	36.53
20	28.86	30.04	31.24	32.51	33.79	35.13	36.54	38.01
21	30.04	31.24	32.51	33.79	35.14	36.54	38.01	39.55
22	31.27	32.51	33.79	35.14	36.56	38.03	39.55	41.12
23	32.47	33.77	35.12	36.53	37.97	39.52	41.08	42.72
24	33.79	35.13	36.54	38.01	39.54	41.11	42.74	44.46
25	35.12	36.53	37.97	39.52	41.08	42.72	44.42	46.22

ATTACHMENT "E-2"
CITY OF PAPILLION
PCEA PAY SCALE (4%)
First Full Pay Period - February 2024

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	14.27	14.83	15.40	16.04	16.66	17.34	18.05	18.76
2	14.83	15.46	16.05	16.68	17.35	18.07	18.78	19.56
3	15.40	16.04	16.68	17.34	18.07	18.76	19.55	20.30
4	16.03	16.66	17.33	18.05	18.74	19.50	20.28	21.10
5	16.66	17.34	18.05	18.76	19.55	20.30	21.11	21.97
6	17.34	18.05	18.76	19.50	20.28	21.10	21.96	22.82
7	18.05	18.74	19.50	20.28	21.10	21.96	22.82	23.73
8	18.76	19.50	20.28	21.10	21.96	22.84	23.73	24.69
9	19.49	20.27	21.09	21.94	22.79	23.71	24.67	25.64
10	20.27	21.09	21.94	22.82	23.71	24.67	25.65	26.68
11	21.10	21.94	22.82	23.73	24.67	25.65	26.68	27.77
12	21.94	22.82	23.71	24.67	25.65	26.68	27.76	28.87
13	22.84	23.73	24.69	25.66	26.72	27.77	28.88	30.02
14	23.73	24.69	25.66	26.72	27.77	28.88	30.02	31.24
15	24.69	25.65	26.72	27.77	28.88	30.02	31.24	32.49
16	25.65	26.68	27.77	28.87	30.02	31.24	32.47	33.77
17	26.72	27.77	28.88	30.04	31.24	32.49	33.81	35.14
18	27.77	28.88	30.02	31.24	32.47	33.77	35.12	36.53
19	28.88	30.02	31.24	32.47	33.77	35.12	36.53	37.99
20	30.02	31.24	32.49	33.81	35.14	36.53	38.00	39.53
21	31.24	32.49	33.81	35.14	36.54	38.00	39.53	41.13
22	32.52	33.81	35.14	36.54	38.02	39.55	41.13	42.76
23	33.77	35.12	36.52	37.99	39.49	41.10	42.72	44.43
24	35.14	36.53	38.00	39.53	41.12	42.75	44.45	46.23
25	36.52	37.99	39.49	41.10	42.72	44.43	46.20	48.06

ATTACHMENT "E-3"
 CITY OF PAPIILLION
 PCEA PAY SCALE (3%)
 First Full Pay Period - February 2025

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	14.69	15.27	15.86	16.52	17.16	17.86	18.59	19.33
2	15.27	15.92	16.53	17.18	17.87	18.61	19.35	20.14
3	15.86	16.52	17.18	17.86	18.61	19.33	20.13	20.90
4	16.51	17.16	17.85	18.59	19.30	20.09	20.89	21.73
5	17.16	17.86	18.59	19.33	20.13	20.90	21.74	22.63
6	17.86	18.59	19.33	20.09	20.89	21.73	22.62	23.50
7	18.59	19.30	20.09	20.89	21.73	22.62	23.50	24.45
8	19.33	20.09	20.89	21.73	22.62	23.53	24.45	25.43
9	20.08	20.88	21.72	22.60	23.47	24.42	25.41	26.41
10	20.88	21.72	22.60	23.50	24.42	25.41	26.42	27.48
11	21.73	22.60	23.50	24.45	25.41	26.42	27.48	28.60
12	22.60	23.50	24.42	25.41	26.42	27.48	28.59	29.74
13	23.53	24.45	25.43	26.43	27.52	28.60	29.75	30.92
14	24.45	25.43	26.43	27.52	28.60	29.75	30.92	32.18
15	25.43	26.42	27.52	28.60	29.75	30.92	32.18	33.46
16	26.42	27.48	28.60	29.74	30.92	32.18	33.44	34.78
17	27.52	28.60	29.75	30.94	32.18	33.46	34.82	36.20
18	28.60	29.75	30.92	32.18	33.44	34.78	36.18	37.63
19	29.75	30.92	32.18	33.44	34.78	36.18	37.63	39.13
20	30.92	32.18	33.46	34.82	36.20	37.63	39.14	40.72
21	32.18	33.46	34.82	36.20	37.64	39.14	40.72	42.36
22	33.50	34.82	36.20	37.64	39.16	40.74	42.36	44.04
23	34.78	36.18	37.62	39.13	40.67	42.33	44.00	45.76
24	36.20	37.63	39.14	40.72	42.35	44.03	45.78	47.62
25	37.62	39.13	40.67	42.33	44.00	45.76	47.59	49.51

ATTACHMENT "E-4"
 CITY OF PAPIILLION
 PCEA PAY SCALE (3%)
 First Full Pay Period - February 2026

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1	15.13	15.73	16.34	17.02	17.67	18.40	19.15	19.91
2	15.73	16.40	17.03	17.70	18.41	19.17	19.93	20.75
3	16.34	17.02	17.70	18.40	19.17	19.91	20.74	21.53
4	17.01	17.67	18.39	19.15	19.88	20.69	21.52	22.38
5	17.67	18.40	19.15	19.91	20.74	21.53	22.40	23.31
6	18.40	19.15	19.91	20.69	21.52	22.38	23.30	24.21
7	19.15	19.88	20.69	21.52	22.38	23.30	24.21	25.18
8	19.91	20.69	21.52	22.38	23.30	24.23	25.18	26.20
9	20.68	21.51	22.37	23.27	24.17	25.16	26.17	27.20
10	21.51	22.37	23.27	24.21	25.16	26.17	27.22	28.30
11	22.38	23.27	24.21	25.18	26.17	27.22	28.30	29.46
12	23.27	24.21	25.16	26.17	27.22	28.30	29.45	30.63
13	24.23	25.18	26.20	27.23	28.35	29.46	30.64	31.85
14	25.18	26.20	27.23	28.35	29.46	30.64	31.85	33.14
15	26.20	27.22	28.35	29.46	30.64	31.85	33.14	34.47
16	27.22	28.30	29.46	30.63	31.85	33.14	34.44	35.82
17	28.35	29.46	30.64	31.87	33.14	34.47	35.87	37.28
18	29.46	30.64	31.85	33.14	34.44	35.82	37.26	38.76
19	30.64	31.85	33.14	34.44	35.82	37.26	38.76	40.30
20	31.85	33.14	34.47	35.87	37.28	38.76	40.31	41.94
21	33.14	34.47	35.87	37.28	38.77	40.31	41.94	43.64
22	34.50	35.87	37.28	38.77	40.34	41.96	43.64	45.37
23	35.82	37.26	38.75	40.30	41.89	43.60	45.32	47.13
24	37.28	38.76	40.31	41.94	43.62	45.35	47.16	49.05
25	38.75	40.30	41.89	43.60	45.32	47.13	49.02	50.99

ATTACHMENT "F"

PERFORMANCE EVALUATIONS

Historically, the following values have been assigned to each rating and applied to each category:

Unsatisfactory	1
Requires Improvement	2
Satisfactory	3
Above Average	4
Superior	5

To receive an overall satisfactory rating, the employee must receive an average rating of 3.0 or better. The average rating is calculated by adding each assigned value for each category rating and dividing by the number of ratings.

Example 1:

Performance Rating	Rating Value	# of Categories	Value Total
Unsatisfactory Rating	(1)	1	1
Requires Improvement	(2)	3	6
Satisfactory	(3)	6	18
Above Average	(4)	2	8
Superior	(5)	<u>0</u>	<u>0</u>
Value Total		12	33
Overall Rating		Requires Improvement	2.75

Example 2:

Performance Rating	Rating Value	# of Categories	Value Total
Unsatisfactory Rating	(1)	0	0
Requires Improvement	(2)	2	4
Satisfactory	(3)	8	24
Above Average	(4)	3	12
Superior	(5)	<u>0</u>	<u>0</u>
Value Total		13	40
Overall Rating		Satisfactory	3.08

INDEX

A	
ACCOMMODATIONS WHILE AT CONFERENCES	57
ANNIVERSARY DATE.....	6,49, 52
AUTHORIZATION FOR PAYROLL DEDUCTION.....	65
B	
BASE RATE OF PAY	6,23,26,30,33,34,43,44,45,48
BENEFIT ACCRUALS.....	28
BEREAVEMENT LEAVE.....	33
C	
CALL-BACK	43
CERTIFICATIONS.....	18,53,59
CLASS (assigned work duties)	6
CLASS (education, school, training)	59
CLASSIFICATION	6,8,10,18,19,23,41,47,52
CLASSIFIED SERVICE	47
CLEANING SERVICE	39
COBRA PROGRAM.....	55
COMPENSATORY TIME.....	46
COMPENSATORY TIME OFF	46
COMPENSATORY TIME SELL BACK	46
CONSTRUCTION	5
CONTRIBUTION TO RETIREE HEALTH INSURANCE	56
D	
DEPARTMENT HEAD	
.....	6,7,8,13,16,18,21,30,35,36,37,38,41,43,44,53,59
DEFINITIONS	6
DENTAL INSURANCE COVERAGE.....	54
DISABILITY.....	20,30,55
DRUG AND ALCOHOL-FREE WORKPLACE.....	13
DUES CHECK-OFF	15
DURATION OF AGREEMENT.....	63
E	
ELECTION DUTY.....	25
ELECTIVE RETIREE HEALTH INSURANCE BENEFIT.....	56
ELIGIBILITY TO PARTICIPATE	56
ELIGIBILITY TO REMAIN ON RETIREE HEALTH INS PLAN	56
EMERGENCY WORK HOURS	41
EMPLOYEE ASSISTANCE PROGRAM (EAP).....	14
EXTENDED FAMILY	
EQUAL OVER-TIME OPPORTUNITIES.....	43
EQUIPMENT	39,40
ESSENTIAL TOOLS: FIRE EQUIP MECH.....	68
ESSENTIAL TOOLS: GEN. MECH.....	71
G	
GOVERNING BODY	7
GRADE ASSIGNMENT	7,8,47,48,67
GRADE ASSIGNMENT ADJUSTMENTS	48
GRADE ASSIGNMENT ATTACHMENT	67
GRIEVANCE	7,8,12,16,17,19,61
H	
HEALTH INSURANCE COVERAGE	54
HIGHER GRADE ASSIGNMENTS	47,48
HOLIDAYS	7,8,23,24,25,29,34,35,41,44,45
HOURS OF WORK	41
I	
ILLEGAL SUBSTANCES.....	13
IMMEDIATE FAMILY	7,30,33
INDIVIDUAL ROOMS.....	57
INSURANCE	54
INTRODUCTORY FULL-TIME EMPLOYEES	8
INTRODUCTORY PERIOD	7,18,52
J	
JOB DESCRIPTION	7,59
JUNIOR/SENIOR RELATIONSHIP	52
JURY DUTY.....	24
L	
LABOR ORGANIZATION	6,7,9,12,20
LAYOFF	7,8,31
LEAVE WITH PAY	28
LEVEL I POSITION.....	52,53
LEVEL II POSITION.....	52,53
LICENSES	59
LICENSING AND CERTIFICATIONS	59
LINE-OF-DUTY DEATH.....	7,60
LIFE INSURANCE COVERAGE	54
LIST OF ATTACHMENTS	4
LONGEVITY	48
LONG-TERM DISABILITY	55
LUMP SUM AMOUNTS	49
M	
MAINTENANCE OF STANDARDS.....	61
MANAGEMENT RIGHTS.....	10
MERIT PAYMENT	49
MILITARY LEAVE	28
N	
NON DISCRIMINATION	20
NON-WATER OPERATOR EMPLOYEES.....	44
O	
OBSERVED AS A HOLIDAY.....	34
OBSERVED HOLIDAY	44,45
ON-CALL	44
OUTSIDE EMPLOYMENT.....	21
OVERTIME, CALL-BACK, STANDBY, & ON-CALL	43
OVER-TIME PAY.....	43
P	
PAY	29
PAY PLAN ADJUSTMENT.....	52
PAYCHECK	8,15,40,48,49,54

PCEA BUSINESS37
PCEA GRADE ASSIGNMENT ATTACHMENT67
PCEA OFFICIALS.....37
PCEA PAY SCALES75
PENSION29
PERFORMANCE EVALUATIONS4,6,49,53,79
PERSONAL LEAVE DAYS.....35
PERSONNEL MANUAL8,9,14,52
POLITICAL ACTIVITY58
POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT..32
POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT
PLAN (HRA)32
PREAMBLE2
PROHIBITION OF WORK STOPPAGES AND
DISRUPTIONS12
PROMOTION6,8,10,52,53

R

RECOGNITION9
REDUCTION IN FORCE POLICY.....18
REGULAR FULL-TIME EMPLOYEE6
REGULAR HOURS41
RESIGNATION.....8
RETIREMENT51
RETURN FROM LEAVE28
REVOCATION OF AUTHORIZATION FOR PAYROLL
DEDUCTION.....66

S

SAFETY COMMITTEE36
SATISFACTORY EVALUATION52
SAVINGS CLAUSE.....62
SCOPE OF AGREEMENT.....64
SEPARATION7,8,23,29,31,35,39,40,46,49
SHIFT DIFFERENTIAL.....50
SICK LEAVE30
SPECIAL EVENT HOURS41
STANDBY43

STRIKE 12
SUPERVISOR 7,8,14,16,23-28,30,35,38,39,41,43,59
SUPERVISORY MANAGEMENT PERSONNEL 47
SUSPENSION..... 8,59

T

TERMINATION8,13,14,21,23,26,35,40,59
TOOL REIMBURSEMENTS 39
TRAINING AND EDUCATIONAL CONFERENCES..... 42
TRANSFER..... 6,7,8,10,18,52

U

UNIFORMS 38,40
UNIFORMS AND EQUIPMENT 39
USERRA INSURANCE..... 29

V

VACANCY..... 8,52
VACATION LEAVE 22
VOLUNTARY CONTRIBUTIONS..... 51
VOTING LEAVE..... 27

W

WAGE ADJUSTMENTS 48
WAGE CORRECTION PERIOD 8
WAGES 48
WATER OPERATOR I, II, & III EMPLOYEES..... 45
WEEKEND DIFFERENTIAL..... 49
WITNESS DUTY 26
WORK BREAKS 41
WORK PERIOD 8,48
WORKERS' COMPENSATION..... 8,30,31,60
WORKING OUTSIDE OF CLASSIFICATION..... 47
WRITTEN PROPOSALS 63

AGREEMENT BETWEEN THE
CITY OF PAPILLION, NEBRASKA

AND

PAPILLION CLASSIFIED EMPLOYEES
ASSOCIATION

February 3, 2023~~19~~ through February 2, 2027~~3~~

PREAMBLE

This Agreement entered into by and between the City of Papillion, a municipal corporation (herein referred to as "City") and the Papillion Classified Employees Association (hereinafter referred to as "PCEA") (individually, "Party," and collectively, the "Parties"), and has as its purpose the promotion of harmonious relations between the City and employees; the establishment of an equitable procedure for the resolution of work, procedure for employee advancement, safety standards and other conditions of employment.

TABLE OF CONTENTS

LIST OF ATTACHMENTS	4
CONSTRUCTION.....	5
ARTICLE 1 - DEFINITIONS.....	6
ARTICLE 2 - RECOGNITION	9
ARTICLE 3 - MANAGEMENT RIGHTS	10
ARTICLE 4 - PROHIBITION OF WORK STOPPAGES AND DISRUPTIONS	12
ARTICLE 5 - DRUG AND ALCOHOL-FREE WORKPLACE.....	13
ARTICLE 6 - DUES CHECK-OFF	15
ARTICLE 7 - GRIEVANCE PROCEDURES	16
ARTICLE 8 - REDUCTION IN FORCE POLICY	18
ARTICLE 9 - NON DISCRIMINATION.....	20
ARTICLE 10 - OUTSIDE EMPLOYMENT	21
ARTICLE 11 - VACATION LEAVE	22
ARTICLE 12 - JURY DUTY	24
ARTICLE 13 - ELECTION DUTY.....	25
ARTICLE 14 - WITNESS DUTY	26
ARTICLE 15 - VOTING LEAVE	27
ARTICLE 16 - MILITARY LEAVE	28
ARTICLE 17 - SICK LEAVE	30
ARTICLE 18 - POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT PLAN (HRA)	32
ARTICLE 19 - BEREAVEMENT LEAVE.....	33
ARTICLE 20 - HOLIDAYS	34
ARTICLE 21 - PERSONAL DAYS	35 36
ARTICLE 22 - SAFETY COMMITTEE	36 37
ARTICLE 23 - PCEA BUSINESS	37 38
ARTICLE 24 - UNIFORMS AND EQUIPMENT	38 39
ARTICLE 25 - HOURS OF WORK	41 42
ARTICLE 26 — OVERTIME, —AND CALL-BACK, —STANDBY, AND ON-CALL	43 44
ARTICLE 27 - COMPENSATORY TIME	46
ARTICLE 28 - WORKING OUTSIDE OF CLASSIFICATION.....	47
ARTICLE 29 - WAGES	48
ARTICLE 30 - RETIREMENT	51
ARTICLE 31 - PAY PLAN ADJUSTMENT	52
ARTICLE 32 - INSURANCE	54
ARTICLE 33 – ELECTIVE RETIREE HEALTH INSURANCE BENEFIT	56
ARTICLE 34 - ACCOMMODATIONS WHILE AT CONFERENCES	57
ARTICLE 35 - POLITICAL ACTIVITY	58
ARTICLE 36 - LICENSING AND CERTIFICATIONS.....	59
ARTICLE 37 - LINE-OF-DUTY DEATH	60
ARTICLE 38 37 - MAINTENANCE OF STANDARDS	61 60
ARTICLE 39 38 - SAVINGS CLAUSE	62 61
ARTICLE 40 39 - DURATION OF AGREEMENT	63 62
ARTICLE 41 40 - SCOPE OF AGREEMENT	64 63
ATTACHMENT “A-1” - AUTHORIZATION FOR PAYROLL DEDUCTION.....	65 64
ATTACHMENT “A-2” - REVOCATION OF AUTHORIZATION FOR DEDUCTION	66 65
ATTACHMENT “B” - GRADE ASSIGNMENT	67 66
ATTACHMENT “C” - ESSENTIAL TOOL LIST: FIRE EQUIPMENT MECHANIC	68 67
ATTACHMENT “D” - ESSENTIAL TOOL LIST: GENERAL MAINTENANCE MECHANIC	71 70
ATTACHMENT “E” - PCEA PAY SCALES 2019 – 2023 2023 - 2026	75 74
ATTACHMENT “F” - PERFORMANCE EVALUATIONS.....	79 78
INDEX	80 79

LIST OF ATTACHMENTS

ATTACHMENT "A-1"	Authorization for Payroll Deduction of Membership Dues (PCEA)
ATTACHMENT "A-2"	Revocation of Authorization for Payroll Deduction of Membership Dues (PCEA)
ATTACHMENT "B"	Grade Assignment
ATTACHMENT "C"	Essential Tool List Fire Equipment Mechanic
ATTACHMENT "D"	Essential Tool List General Mechanic
ATTACHMENT "E"	PCEA Pay Scales 2023 – 2027 2019 – 2023
ATTACHMENT "F"	Performance Evaluations

CONSTRUCTION

1. **Tense** - Words used in the present include future tense.
2. **Number** - Words used in the singular include the plural; and words used in the plural include the singular.
3. **Shall and May** - The word "may" is permissive; the word "shall" is mandatory.
4. **Gender** - This article is intended to make no inference to either the male or female gender in any specific terms; therefore, the masculine shall include the feminine and the neuter.

ARTICLE 1 - DEFINITIONS

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

1. **Anniversary Date** -- An annual date for the purpose of performance evaluations and pay step increases. Anniversary dates shall be the date one year, and every subsequent year, from the completion date of a new or transferred employee's most recent introductory period. Anniversary dates for promoted employees shall be the date one year, and every subsequent year, from the date of the promotion.
2. **Base Rate of Pay** -- The authorized rate of pay for the hourly service based upon the monthly rate in the pay plan, multiplied by twelve and divided by two thousand eighty (2,080) hours.
3. **City** -- The City of Papillion, Sarpy County, Nebraska.
4. **Class** -- Includes one or more classifications sufficiently similar with respect to assigned work duties and responsibilities that will allow the same class title to be reasonably and fairly used to designate each position allocated to the class. Minimum educational requirements and work experience may be mandatory for each classification within the class and the identical salary grade may apply with equitability.
5. **Classification** -- Subsets within a class, which are identified based upon the specific work duties and level of responsibilities within the class and are compensated based upon a grade and step system (e.g., Water Operator I, II, and III). Minimum educational requirements and work experience may be mandatory for each classification. [Examples of classifications within a class include but are not limited to the following: Secretary I, II, III; Water Operator I, II, III; Parks Maintenance Worker I, II, III; Street Maintenance Worker I, II, III, and Sewer Maintenance I, II, III.](#)
6. **Classified Service** -- All full-time positions of the municipality, except those designated as exempt employees, or those employees represented by another labor organization under a collective bargaining agreement.
7. **Department Head** -- The duly appointed Department Head of the City of Papillion, whether appointed by the Mayor with approval of the City Council or by the City Administrator.
8. **Employee: Introductory Full-Time Employees** -- Employees whose performance is being evaluated to determine whether further employment in a specific position or with the City is appropriate.
9. **Employee: Regular Full-Time Employees** -- Employees who regularly work at least forty (40) hours per week who were not hired on a short-term basis.
10. **Extended Family** -- Interpretation shall be limited exclusively to the employee's brother(s)-in-law, sister(s)-in-law, daughter(s)-in-law, son(s)-in-law, spouse's grandparent(s), spouse's grandchildren, step-mother-in-law, step-father-in-law, step-grandmother, step-grandfather, step-grandchildren, and the employee's and spouse's aunt(s), uncle(s), niece(s), nephew(s), and first cousin(s) of the employee.

11. **Governing Body** – The City Council of Papillion, Nebraska.
12. **Grade Assignment** – An assigned position placement on the grading system, based on job responsibilities, education, and experience, which determines the hourly rate of pay.
13. **Grievance** – Any dispute arising as to the meaning, application or observance of any of the provisions of this Agreement, which have not been informally resolved.
14. **Holiday** – The twenty-four hour period beginning at 12:01 AM and ending at 11:59 PM on the day so designated by the City Council.
15. **Immediate Family** – Interpretation shall be limited exclusively to the employee’s spouse, children, stepchildren, mother, father, stepmother, stepfather, brother(s), sister(s), stepbrother(s), stepsister(s), mother-in-law, father-in-law, grandparent(s), grandchildren, and any other person permanently residing in the immediate household.
16. **Introductory Period** – The first six months, unless extended for an additional six months by the ~~department~~ ~~Department head~~ ~~Head~~, of a new, promoted or transferred employee’s assignment to a classified service position classification, during which time the City can evaluate the employee’s capabilities, work habits, and overall performance.
17. **Job Description** – Written statements of the characteristic duties, responsibilities, and qualification requirements of full-time positions in the City employment framework.
18. **Labor Organization** – Any organization of any kind or any agency or employee representation committee or plan, in which public employees participate and which exists for the purpose, in whole or in part, of dealing with public employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.
19. **Layoff** – The separation of an employee from duty emanating from the abolishment of a position due to material changes in duties, shortages or stoppage of work or lack of funding.
20. **Leave** – An authorized absence from regularly scheduled duty which has been approved by the Department Head or immediate supervisor, as provided herein.
21. **Line-of-Duty Death** – A “death in the line of duty” occurs when an individual’s life is cut short as a direct result of their service to the City. A cause-and-effect relationship must exist between the individual’s engagement in departmental business and the injury or illness that led to their death, and the death must be a direct and proximate result of the injury or illness. A death while on duty or while in uniform does not constitute a death in the line of duty if the death is not the result of activity related to departmental business. Death will not be considered in the line of duty if the injury or illness resulting in the death was caused by (1) the employee’s intentional misconduct; (2) the employee’s intent to bring about their own death; (3) the performance of their duties in a grossly negligent manner; or (4) the actions of a potential beneficiary.

20. _____

~~21-22.~~ **Paycheck** – A direct deposit to an employee’s designated bank account on a bi-weekly basis. Deposits are made on the Friday following the last day of the corresponding pay period, unless a banking holiday is observed on such Friday, in which case deposits will be made on the corresponding Thursday immediately preceding such banking holiday Friday.

~~22-23.~~ **PCEA** – The Papillion Classified Employees Association.

24. Personnel Manual – The most current version of the Personnel Manual of the City of Papillion, inclusive of all amendments as may be made by City from time to time.

~~23-25.~~ **Promotion** – An advancement change to a higher grade assignment or a higher classification within a class. Promotions do not include lateral transfers or periods during which an employee is working outside of their classification pursuant to Article 28. Classifications within a class shall include: Secretary I, II, III; Water Operator I, II, III; Parks Worker I, II, III; General Street Maintenance Worker I, II, III, and Sewer Maintenance I, II, III.

~~24-26.~~ **Resignation** – Voluntary separation of an employee from the service of the City including failure to report to work without notice for a period of three (3) working days or greater.

~~25-27.~~ **Separation** – Termination of employment by reason of disqualification, layoff, resignation, retirement, dismissal, or death.

~~26-28.~~ **Supervisor** – An employee having authority, in the interest of the City, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees or give directions on behalf of the City or to evaluate other employee’s performance, or to adjust an employee’s grievance or to recommend any of the above actions 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.

~~27-29.~~ **Suspension** – A form of discipline which consists of the relieving of an employee from duty without pay for a specific period of time dependent upon the seriousness of the action from which suspension proceedings emanated.

~~28-30.~~ **Transfer** – The reassignment of a current full-time employee to a classification within the PCEA. Promotions are not to be considered transfers.

29. Vacancy – A previously duly authorized position with no incumbent for which funds have been budgeted and the Department Head considers essential to fulfill the City’s needs and standards.

~~30-31.~~
~~31.~~ **Wage Correction Period** – A period of time, beginning with the Effective Date of this Agreement and expiring on February 3, 2020, applicable exclusively to those existing employee(s) who have experienced a Grade Assignment Adjustment to a lower grade pursuant to this Agreement and are now: (i) currently at Step 8 of the PCEA Pay Scale for their position following such adjustment and (ii) being paid at a higher hourly rate than the hourly base rate of pay at Step 8 in their new Grade Assignment within the PCEA Pay Scale. During the Wage Correction Period, the hourly base rate of pay for such employee(s) shall remain unchanged until such time that the PCEA Pay Scale increases such that the

~~corresponding Step 8 hourly base rate of pay for their new Grade Assignment exceeds such employee(s)' hourly base rate of pay in effect on the Effective Date of this Agreement. Once that occurs, such employee(s) shall no longer be considered subject to Wage Correction Period and shall be allowed to receive annual adjustments consistent with their designated Grade and Step Assignments within the PCEA Pay Scale.~~

32. **Work Period** – The work period for employees shall commence at 12:00 a.m. on Sunday of each week and shall end on the following Saturday at 11:59 p.m.
33. **Workers' Compensation** – Certain benefits to employees who sustain injury by accident or occupational disease arising out of and in the course of employment, and who are not willfully negligent at the time of injury. An employee may be entitled to medical, indemnity (wage loss), vocation rehabilitation, and death benefits.

ARTICLE 2 – RECOGNITION

- SECTION 1 The City hereby recognizes the Papillion Classified Employees Association as a collective bargaining representative unit for all full-time employees of the City of Papillion, except for those designated as exempt or those represented by another labor organization under a collective bargaining agreement.
- SECTION 2 Whenever the term “employee” is used in this Agreement, it is specifically understood by and between the Parties hereto that said term refers only to those persons employed by the City and represented by the Papillion Classified Employees Association as set forth in Section 1 ~~of this Article~~ [hereof](#).
- SECTION 3 The City further agrees not to recognize, deal with, or enter into contractual relations either orally or written, with any other labor organization, agent, individual or group, concerning rates of pay, hours or other terms or conditions of employment for any employee included in the bargaining unit set forth in Section 1 ~~of this Article~~ [hereof](#).
- SECTION 4 The Parties agree that any subject matter, which is not specifically referenced in this Agreement but is covered in the City of Papillion Personnel Manual, shall be governed by the City of Papillion Personnel Manual, state and/or federal law.

ARTICLE 3 – MANAGEMENT RIGHTS

SECTION 1

Except as otherwise expressly and specifically limited or restricted by a provision of this Agreement, nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, duties, and authority of the City as granted to it under the laws of the State of Nebraska and ordinances lawfully adopted by the City. These rights, powers and authority maintained by the City shall include, but are not necessarily limited to the following:

The right to determine, effectuate and implement the objectives and goals of the City; the right to manage, evaluate and supervise all operations and functions of the City; the right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts and working hours; the right to establish, modify, change and discontinue work standards; the right to hire, examine, evaluate, classify, promote, train, transfer, assign, retain, suspend, demote, discharge, or take other disciplinary action against employees, and to relieve employees from duties due to lack of work or funds; the right to increase, reduce, change, modify and alter the composition and size of the work force; the right to determine, establish, set and implement policies for the selection, training and promotion of employees; the right to create, establish, change, modify, discontinue or outsource any City function, operation and department; the right to establish, implement, modify and change financial policies, accounting procedures, prices of goods or services, public relations, procedures and policies for the safety, health and protection of City property and personnel; the right to adopt, modify, change, enforce or discontinue any existing rules, regulations, procedures and policies concerning or governing conduct of the City's operations or that of its employees; the right to establish, select, modify, change or discontinue equipment, materials and the layout and arrangement of machinery; the right to determine the size and character of inventories and their disposal; the right to determine and enforce employees quality and quantity standards; the right to contract, subcontract, merge, sell, outsource or discontinue any function or operation of the City; 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 or methods of facilities; the right to control the use of property, machinery, inventories and equipment owned, leased or borrowed by the City; the right to determine which products are to be processed, manufactured or sold and which services are to be rendered, supplied, or discontinued; 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, the location, establishment or organization of new departments, divisions, subdivisions or facilities thereof, and the relocation of departments, divisions, subdivisions, or facilities thereof, and the closing and discontinuance of the same; the right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

SECTION 2

It is specifically agreed that the foregoing listing of management rights shall in no way be deemed to exclude from the City other management prerogatives that may not have been specifically set forth herein.

ARTICLE 4 – PROHIBITION OF WORK STOPPAGES AND DISRUPTIONS

- SECTION 1 It is agreed that there shall be no strike, slowdown or other work stoppage which shall in any way hinder, delay, limit or suspend the continuity or efficiency of services provided by the City. The term- "strike" shall include sympathy strikes and all other actions by one or more employees which result in a curtailment or hindrance of the performance of their duties whether related to a labor dispute against the City by any labor organization or group of employees or an individual or a dispute with another employer or entity by a labor organization, group of employees or an individual. There shall be no refusal to cross any picket line whatsoever by any employee or group of employees.
- SECTION 2 The PCEA agrees not to coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown or other work stoppage which could curtail, hinder, delay, limit or upend the continuity or efficiency of any service of the City.
- SECTION 3 In addition to the legal prohibition against strikes by public employees, the PCEA specifically agrees that if bargaining unit members strike, slow down, refuse to cross any picket line or institute a work stoppage which in any way hinders, delays, limits or suspends the continuity of efficiency of any service of the City, all such employees participating in such activity shall be subject to disciplinary measures, including discharge. The appropriateness of such disciplinary measures, including discharge, shall be subject to the grievance procedures of this Agreement for the limited purpose of determining whether the employee actually participated in the actions which are the subject of such disciplinary action.

ARTICLE 5 – DRUG AND ALCOHOL-FREE WORKPLACE

SECTION 1

The City of Papillion is committed to providing a safe, efficient, and productive work environment for all employees. This policy recognizes that an employee under the influence of alcohol and other drugs can be very disruptive to the workplace, adversely affect the quality of work and performance of such employee and ~~their his or her~~ co-workers, pose serious health risks to such employee and others, and have a negative impact on productivity and morale.

The City has established a drug-free workplace policy that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. The policy includes, but is not limited to, full-time employees, part-time employees, temporary/seasonal employees, volunteers, and interns.

Each employee, as a condition of employment, will be required to participate in pre-employment, post-accident and reasonable suspicion testing upon selection or request by the City Administrator, Department Head or Human Resources Department.

Employees who use, possess, sell, trade, and/or offer for sale illegal drugs or intoxicants while on City premises or in the course of conducting City business are in violation of this policy. Substances that will be tested for include, but are not limited to: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, and Phencyclidine (PCP). Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Off-duty use of illegal substances can also influence an individual's performance. Therefore, an employee's use of illegal substances while away from work, or their involvement in the illegal manufacture, distribution, or possession thereof, may result in the employee being subject to testing procedures and/or disciplinary action up to and including termination.

Employees are prohibited from using alcohol on City premises and from reporting for duty or being on the job while under the influence of alcohol. Any employee impaired as a result of the unauthorized use of alcohol or found to be consuming alcohol while on duty shall be subject to discipline, up to and including termination. Testing for the presence of alcohol will be conducted by analysis of breath.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of ~~their his or her~~ job duties. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g.

use of sick or other leave, notification of supervisor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Any employee knowingly under the influence of illegal or unauthorized prescription drugs is subject to testing procedures and/or disciplinary action, up to and including termination.

Any employee will be subject to the same consequences of a positive test if ~~they he or she~~ refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Any employee who is arrested of a criminal drug violation and/or pleads guilty or is convicted of driving under the influence of alcohol or drugs must provide written notice to their supervisor and the Human Resources Department within twenty-four (24) hours of such arrest, plea, or conviction.

All information received by the City through the drug-free workplace policy is confidential communication. Access to this information is limited to those City administrators and supervisors who have a legitimate need to know, unless otherwise authorized by court order or the employee's consent.

Communication of our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug and alcohol free workplace, employees will be asked to sign an acknowledgment form indicating they have received a copy of the Personnel Manual.

The City may periodically conduct employee education about the dangers of alcohol and drug use and the availability of help through the City's Employee Assistance Program (EAP). The EAP provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance prior to reaching a point where ~~their his or her~~ judgment, performance, or behavior leads to imminent disciplinary action. The City shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem and successfully completes the treatment program in accordance with the treatment program guidelines; provided, however, voluntary participation in such treatment, counseling or other support after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment. An employee is subject to post-accident, return-to-duty drug testing, and reasonable suspicion testing in compliance with state and federal laws.

ARTICLE 6 – DUES CHECK-OFF

- SECTION 1 PURPOSE: Employees covered by this Agreement may voluntarily elect to pay membership dues to the Papillion Classified Employees Association (PCEA) in order to assist in the funding of various union activities.
- SECTION 2 EMPLOYEE AUTHORIZATION OF DUES DEDUCTION: Those employees covered by this Agreement who elect to pay membership dues to the PCEA shall provide written authorization (see *Attachment "A-1"*) to the Human Resources Department of the City of Papillion to allow such dues, as certified by the PCEA, to be deducted from ~~their his or her~~ pay. Upon receipt of such written authorization, the Human Resources Department shall have fourteen (14) calendar days to process such authorization and cause such deductions to be made from such employee's pay.
- SECTION 3 REVOCAION OF AUTHORIZATION OF DUES DEDUCTION: Any employee who previously authorized the deduction of PCEA membership dues from ~~their his or her~~ pay may revoke such authorization at any time by providing written notice (see *Attachment "A-2"*) to the Human Resources Department of the City of Papillion with copy provided to the designated PCEA official by said employee. Upon receipt of such written authorization, the Human Resources Department shall have fourteen (14) calendar days to process such authorization and cause deductions to be made to said employee's pay pursuant to this Article.
- SECTION 4 METHOD AND FREQUENCY OF DUES DEDUCTION: Authorized deductions shall be made on a bi-monthly basis and will be remitted to the duly designated PCEA official within ten (10) calendar days of deduction from employee's paycheck. The PCEA shall advise the Human Resources Department in writing of the name and contact information of such official.
- SECTION 5 INDEMNIFICATION: The City shall not be liable for the remittance of payment of any sum other than those constituting actual deductions made. If for any reason the City fails to make any deduction(s) for any employee as above provided, said employee shall provide written notification of such error(s) to the Human Resources Department and the City shall make the appropriate deduction(s) from said employee's next paycheck following the Human Resources receipt of such written notification of error. If the City makes an overpayment to the PCEA, the City will deduct that amount from the next remittance to the PCEA. The PCEA agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgements 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 7 – GRIEVANCE PROCEDURES

SECTION 1 A grievance is hereby defined to be any dispute arising out of the meaning, application, or observance of any of the provisions of this Agreement, which have not been informally resolved. It is further mutually agreed that any differences of opinions between the City and the PCEA or any PCEA employee of the City arising out of the meaning, application, or observance of the provisions of this Agreement shall be settled in the manner described in this Article.

The City, the employee or the PCEA may be represented at any step in the grievance procedures.

SECTION 2 Employees and/or the PCEA are required to present any problem, complaint, or question orally to their immediate non-bargaining unit supervisor in order to informally resolve the matter as soon as possible. The informal process will be at the discretion of the supervisor and therefore considered City time. If the employee and/or PCEA's attempt to resolve the matter is unsuccessful, the matter may proceed to [StepSection](#) 3 of the grievance procedure.

SECTION 3 The following procedures shall be used to resolve a grievance(s):

The employee or the PCEA may submit a written grievance which shall include the following information with reasonable clarity:

- Exact nature of the grievance;
- Act or acts that were or were not done as the case may be;
- Dates of said act or acts;
- Identity of the party or parties who claim to be aggrieved;
- Identity of the party or parties alleged to have caused the grievance;
- Specific provisions of this Agreement that are alleged to have been violated or caused the grievance;
- Informal process information, including date of discussion, parties involved and outcome (informal process is not a pre-requisite to filing a grievance); and
- Remedy being sought.

An employee having a complaint shall present it, in writing or by e-mail, to [their his or her](#) Department Head and the Human Resources Department within 20 (twenty) calendar days from the date of the incident giving rise to the grievance.

Meetings and discussions regarding the grievance shall be at the City's discretion and be considered worked time.

It is further agreed by and between the Parties hereto that once a grievance is reduced to writing, it shall not be amended at any time thereafter except by mutual agreement.

The City Administrator or ~~their his or her~~ designee shall have 20 (twenty) calendar days from the date the grievance is received by the City Clerk to respond in writing. The decision of the City Administrator is final. Any appeals may be filed with a court with competent jurisdiction.

Failure by either Party to present a grievance or response within the time specified and in the absence of any mutually agreed upon written extensions or written waivers of the same shall automatically be resolved in favor of the other Party.

ARTICLE 8 – REDUCTION IN FORCE POLICY

In the event it becomes necessary for the City to reduce the number of employees in the classified service, the Parties agree the following will be followed with respect to considering reduction in forces:

SECTION 1 Employees in an introductory period will be separated from employment prior to any other employees who have successfully completed the introductory period.

SECTION 2 An employee who has successfully completed the introductory period may be separated from the position, using factors including, but not limited to, the following:

- a. Multiple job skills recently or currently being performed by the Employee;
- b. Knowledge, skills and abilities of the employee;
- c. Performance appraisals of the employee, including any recent, ~~pending~~ Pending, or recurring disciplinary actions involving the employee;
- d. Employment policies and staffing needs of the department, together with contracts, ordinances and statutes related thereto;
- e. Required federal, state, or local certifications or licenses; and
- f. Length of prior service to the City.

These factors may be documented by citizen reports and verifiable comments from the general public or co-workers. A recommendation from the Department Head shall be one of the factors to be considered.

SECTION 3 The City Administrator or Mayor may separate any employee without prejudice because of lack of funds or curtailment of work after giving the employee at least thirty (30) calendar days' notice of the City's determination to eliminate the employee's position. Such notice shall be in writing and delivered to the employee by personal service or by U.S. mail to the employee's payroll address.

Whenever possible, employees who are to be laid off in one department may be integrated into another department by transfer. Furthermore, any employee affected by a lay-off through no fault of their own shall be eligible for re-employment.

SECTION 4 An employee whose position has been eliminated by such a reduction in force from a classification may request that ~~they he or she~~ be considered for retention in the next lower classification. The request shall be in writing and shall be delivered to the City Administrator within fourteen (14) calendar days of the notice of the determination to eliminate an employee's position. If such a request is made, the employee will be considered in the next lower classification level. The evaluation of each classification shall be determined using the criteria as provided in Section 2 [of this Article](#) hereof.

- SECTION 5 The City Administrator shall notify in writing all employees at least thirty (30) calendar days in advance of the implementation of the reduction in force of the City's intent to reduce the forces of a department in the classified service. Such notice shall be in writing to be delivered by personal service or the United States certified mail, postage prepaid to the employee's payroll address. The City shall also give notice to the president or manager of the PCEA in the same manner as set forth above.
- SECTION 6 Any employee whose position in a classification is eliminated through this reduction in force policy may utilize the review procedure established by *Article 7 – Grievance Procedure*.
- SECTION 7 Employees whose position has been eliminated by a reduction in force shall be placed on a recall list for a period of one year. As the City reinstates positions or classifications, employees that previously held the position or classification shall be given written notice of reinstatement. The reinstatement order shall be determined in accordance with Section 3 of this Article. Such notice shall be delivered to the employee's payroll address via the United States Postal Service. Employees shall have fourteen (14) calendar days to give written notice accepting reinstatement. No new employees may be hired for positions and classifications identified in *Attachment "B"* until all qualified employees on the recall list have been notified and rejected or defaulted on their right to rehire.
- SECTION 8 Employees that elect to be rehired shall be placed on the pay scale at the current grade for which they rehire and on the step which is closest to the employee's previous wage. The employee's original hire date shall be reinstated for the purposes of longevity and vacation benefits.

ARTICLE 9 – NON DISCRIMINATION

SECTION 1 The Parties hereby agree not to discriminate against any employee on the basis of actual or perceived race, creed, color, gender, religious or political affiliation, alienage or national origin, citizenship status, disability or handicap, age, ancestry, marital status, veteran status, sexual orientation, or any other characteristic protected by applicable federal, state, or local laws, or PCEA membership.

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

ARTICLE 10 – OUTSIDE EMPLOYMENT

SECTION 1

Employees may be entitled to engage in outside employment provided that the duties of the outside employment do not constitute a conflict of interest or conflict with the employee's performance of ~~their his or her~~ duties with the City. Duties with the City shall take priority over outside employment, and employees will be subject to the City's scheduling demands, including call back for emergency City work and overtime hours if deemed necessary by the City. Employees are subject to discipline, up to and including termination, in the event any outside employment interferes with the employee's work schedule including call back and overtime. An employee must ~~provide-submit~~ written notice on an approved form to the Department Head of the nature and time of all outside employment so a determination can be made by the Department Head as to the existence of a conflict of interest. Outside employment cannot lead to or result in a real or perceived conflict with the employee's City work (e.g., install an improvement as an outside private contractor, and subsequently inspect the installation as a City employee). Employees shall not wear or use City provided clothing or equipment during any outside employment.

ARTICLE 11 – VACATION LEAVE

SECTION 1

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Full-time employees are eligible to earn and use vacation as described in this policy.

Beginning with the date of hire and through the fifth (5th) year of continual service with the City, an employee shall be eligible for ten (10) days of vacation per year with an accrual rate of 6 $\frac{2}{3}$ hours per month.

After completion of five (5) years of continual full-time service with the City, an employee shall be eligible for one hundred twenty (120) hours vacation per year with an accrual rate of 10 hours per month.

After completion of six (6) years of continual full-time service with the City, an employee shall be eligible for one hundred twenty-eight (128) hours vacation per year with an accrual rate of 10 $\frac{2}{3}$ hours per month.

After completion of seven (7) years of continual full-time service with the City, an employee shall be eligible for one hundred thirty-six (136) hours vacation per year with an accrual rate of 11 $\frac{1}{3}$ hours per month.

After completion of eight (8) years of continual full-time service with the City, an employee shall be eligible for one hundred forty-four (144) hours vacation per year with an accrual rate of 12 hours per month.

After completion of nine (9) years of continual full-time service with the City, an employee shall be eligible for one hundred fifty-two (152) hours vacation per year with an accrual rate of 12 $\frac{2}{3}$ hours per month.

After completion of ten (10) years of continual full-time service with the City, an employee shall be eligible for one hundred sixty (160) hours vacation per year with an accrual rate of 13 $\frac{1}{3}$ hours per month.

After completion of twenty (20) years of continual full-time service with the City, an employee shall be eligible for one hundred eighty-four (184) hours of vacation per year with an accrual rate of 15 $\frac{1}{3}$ hours per month.

The earned monthly accrual of vacation will be posted on the first day of each following month. A newly-hired employee will receive a pro-rata accrual from their date of hire to the first of the following month and thereafter earn vacation at the above schedule.

Employees may carry unused vacation time forward to the next benefit year. If the total amount of unused vacation time reaches a “cap” of two hundred eighty-eight (288) hours, further vacation accrual will temporarily stop until such time as the total accrued vacation amount falls below the two hundred eighty-eight (288) hour maximum.

To take vacation, employees shall request advance approval from their immediate supervisor or Department Head. Requests will be reviewed based on a number of factors, including business needs and staffing requirements, and will be subject to the approval of the immediate supervisor or Department Head.

No employee shall be paid for unused vacation days with the exception of employees upon separation from service. For vacation purposes, eligibility accrues from the employee's first day of a full-time position regardless of changes in classification or full-time position.

Vacation time off is paid at the employee's base rate of pay at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Regular days off and holidays occurring during vacation time shall not be charged against vacation leave.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

ARTICLE 12 – JURY DUTY

SECTION 1

The City of Papillion encourages all employees to fulfill their civic responsibilities by serving jury duty when required. When an employee is required to serve as a juror in a federal or state court, the City shall grant a leave of absence to the employee upon giving at least five (5) calendar days' notice to ~~their his or her~~ immediate supervisor after receiving a summons to jury duty.

An employee shall not be subject to discharge from employment, loss of pay, loss of sick leave, loss of vacation time or any other penalty as the result of ~~their his or her~~ absence from employment due to jury duty. The City of Papillion will continue to provide full benefits for the full term of the jury duty absence for eligible employees. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

Employees must show the jury duty summons to their supervisor within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if ~~they are he or she is~~ released from jury service earlier than expected. Employees are expected to return to work whenever the court schedule permits.

The City of Papillion recognizes that being called to daytime jury duty can impact employees who work evening or overnight shifts and can require special arrangements to provide adequate rest between jury and work duties. In such instances, the immediate supervisor should work with the employee to make work scheduling arrangements that will allow for a reasonable amount of time between the period of jury service and the employee's work schedule.

Regardless of the work schedule arrangements, the employee shall be paid the same compensation for the period of jury service as if ~~they he or she~~ had worked a regular work week schedule. Compensation, other than expenses, paid by the court for such jury duty shall be paid to the City. In no event shall an employee be unjustly enriched or benefited by the City beyond ~~their his or her~~ regular compensation as a result of jury duty service.

The City of Papillion may request that the employee be excused from jury duty if the employee's absence would create serious operational difficulties.

ARTICLE 13 – ELECTION DUTY

SECTION 1

The City of Papillion also encourages all employees to fulfill their civic responsibilities by serving election duty when appointed as an election worker. In such circumstances, the City shall grant a leave of absence to the employee upon giving at least five (5) calendar days' notice to ~~their his or her~~ immediate supervisor after receiving a letter of appointment for election duty.

An employee shall not be subject to discharge from employment, loss of pay, loss of overtime pay, loss of sick leave, loss of vacation time, or threat of any such action, or any other form of penalty as the result of ~~their his or her~~ absence from employment due to election duty. The City of Papillion will continue to provide full benefits for the full term of the election duty absence for eligible employees. Vacation, sick leave, and holiday benefits will continue to accrue during election duty leave.

Employees must provide a copy of the letter of appointment for election duty to their supervisor within five (5) calendar days of receipt so that the immediate supervisor may make arrangements to accommodate their absence. Employees shall also make arrangements with their supervisor concerning returning to work if ~~they are he or she is~~ released from such civic service earlier than expected. Employees are expected to return to work whenever the election schedule permits.

The City of Papillion recognizes that being called to daytime election duty can impact employees who work evening or overnight shifts and can require special arrangements to provide adequate rest between election and work duties. In such instances, the immediate supervisor should work with the employee to make work scheduling arrangements that will allow for a reasonable amount of time between the employee's period of election service and the employee's work schedule. Regardless of the work schedule arrangements, the employee shall be paid the same compensation for the period of such civic service as if ~~they he or she~~ had worked a regular work week schedule. Compensation, other than expenses, paid to the employee by the Election Commission for such civic duty shall be paid to the City. In no event shall an employee be unjustly enriched or benefited beyond ~~their his or her~~ regular compensation as a result of election duty service.

The City of Papillion may request that the employee be excused from election duty if the employee's absence would create serious operational difficulties.

ARTICLE 14 – WITNESS DUTY

SECTION 1

REQUIRED APPEARANCE AS A WITNESS: If an employee is required by operation of law to appear as a witness at a hearing, deposition, trial, or any other legal proceeding during the employee's regularly scheduled work time, such employee shall notify ~~their his or her~~ supervisor as soon as possible and provide ~~their supervisor him/her~~ with a copy of the subpoena or summoning document. An employee shall not be subject to (1) termination from employment, or (2) loss or adjustment to pay or eligible benefits, except as otherwise set forth below, as the result of an absence from employment due to ~~their his or her~~ required appearance as a witness.

- a. If an employee's regular City job duties entail the safekeeping of City records which are subpoenaed for litigation purposes, the employee's appearance as a witness shall be considered ordinary hours worked. The employee will be compensated at base rate of pay or overtime, if applicable. The employee's work schedule may be adjusted by the City as deemed appropriate.
- b. If an employee's regular City job duties do not entail the safekeeping of City records, and
 1. If such appearance is for a proceeding not involving the City as an interested party, the employee will be allowed the necessary leave time (vacation, personal, or compensatory time or leave without pay). Any witness appearance fees paid shall be the property of the employee.
 2. If such appearance involves the City as an interested party and such appearance is required by the City as a party to the litigation, such appearance, whether as a consequence of subpoena or otherwise, shall be considered ordinary hours worked. The employee will be compensated at base rate of pay or overtime, if applicable, and any witness appearance fee paid shall be turned over to the City. The employee's work schedule may be adjusted by the City as deemed appropriate.
 3. If such appearance involves the City as an interested party and such appearance is required by another party to the litigation, the employee may choose to appear on City time or may be granted leave time (vacation, personal, or compensatory time or leave without pay) for such appearance. If the employee appears on City time, ~~they he or she~~ will be compensated at base rate of pay or overtime, if applicable, and any witness appearance fee paid shall be turned over to the City. If the employee appears on ~~their his or her~~ leave time, any witness appearance fees shall be the property of the employee.

ARTICLE 15 – VOTING LEAVE

SECTION 1 The City of Papillion encourages employees to fulfill their civic responsibilities by voting. Generally, employees are able to find time to vote either before or after their regular work schedule.

Employees are entitled to voting leave that, when added to non-working time, equals two consecutive non-working hours in which to vote. An employee must apply for voting leave from their immediate supervisor prior to or on Election Day. The City may specify the hours in which the employee may be absent. The employee shall not be subject to penalty, and no deduction shall be made from ~~their his or her~~ salary or wages due to such absence. Employees are not eligible if they have two consecutive non-working hours in which the polls are open.

ARTICLE 16 – MILITARY LEAVE

SECTION 1 MILITARY LEAVE: A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Act (USERRA) and Nebraska state statute. Employees shall provide notice of a military leave of absence as far in advance as is reasonable under the circumstances to protect the employee's reemployment rights unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Failure to give reasonable notice to the employee's immediate supervisor may result in discipline.

SECTION 2 LEAVE WITH PAY: An employee who is a member of the uniformed services shall be entitled to a leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under orders or authorization of competent authority on active duty training, inactive duty training, field exercise, drill weekend, or any other authorized military training, for a period not to exceed one hundred twenty (120) hours in any one (1) calendar year. Such leave of absence shall be in addition to the regular vacation leave of such employees. The portion of any military leaves of absence in excess of one hundred twenty (120) hours will be unpaid. However, employees may use any available vacation, personal or compensatory paid time off for the absence.

SECTION 3 RETURN FROM LEAVE: Employees no longer on military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. Employees returning from military service for a period of service of thirty-one (31) days or more are requested to provide readily available documentation showing eligibility for reemployment.

Additionally, the following applies to employees returning from military duty. After a service of thirty (30) days or less, employees shall be granted a minimum of eight (8) hours off prior to returning to work. For services of thirty-one (31) to one hundred eighty (180) days, employees must report to work within fourteen (14) days after completion of military service. After more than one hundred eighty (180) days, employees must report to work no later than ninety (90) days after completion of military service.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

SECTION 4 BENEFIT ACCRUALS: All accrued balances at the start of an unpaid military leave will carry over and shall not be forfeited. Employees on military leave are permitted to use accrued vacation, personal or compensatory paid time off instead of taking unpaid leave.

In the event the employee elects to use accrued paid leave instead of taking unpaid military leave, the accrual of benefits such as vacation, sick leave, or holiday shall occur only during those pay periods in which an employee utilizes vacation or other paid leave to cover an entire pay period of the employee's hours of work while such employee is on military leave. Absent the employee's use of paid leave as described herein, the accrual of such benefits will be suspended until the employee's return to active employment. Employees returning from military leave will be treated as though they were continuously employed for the purpose of determining benefits based on length of service.

SECTION 5 USERRA INSURANCE: Continuation of insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Employees are required to pay the employee cost, if any, of any eligible insurance benefit to the extent that other employees on a leave of absence would be required to pay.

SECTION 6 PENSION: Employees on military leave may elect to cease their contribution to the pension plan. ~~They~~ He or she shall have the ability to contribute the amount that would have been eligible during their absence and shall have three (3) times the length of the military service to make contributions, but no longer than five (5) years. The contributions shall be matched by the City.

SECTION 7 PAY: Any employee called upon for full-time active duty will be paid the difference between their military net pay and the net pay they would have been receiving as a City employee. Net military pay shall be computed by adding base military pay, ration pay, housing allowances, family separation pay, hazardous duty pay, and any other applicable specialty allowances. Net City pay will be computed using the employee's base City pay at the time of activation, including any steps and grades the employee would have earned during activation.

ARTICLE 17 – SICK LEAVE

SECTION 1

Sick leave with pay shall be earned at the rate of twelve (12) hours per month of service. Accumulation of sick leave is allowed up to one thousand (1,000) hours. Sick leave in excess of 1,000 hours will be contributed to the employee's post-employment health plan according to *Article 18 – Post-Employment Health Plan* of this Agreement.

- A. Sick leave with pay must be earned before it can be taken. An eligible employee may be granted such leave due to their own illness or injury or that of an employee's immediate family. Sick leave benefits may also be used for leave surrounding the birth or adoption of an employee's child.
- B. All sick leave will be paid on the basis of the number of hours absent from work with time taken in one-fourth (1/4) hour increments. One (1) hour of sick leave is the equivalent of one (1) hour of base rate pay. Sick leave benefits will be calculated based on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses or shift differentials.
- C. In the event an employee is unable to report for duty due to illness or for any other causes beyond their ~~his or her~~ control, they shall, unless an emergency makes notice impossible, notify their Department Head or immediate supervisor at least thirty (30) minutes prior to the time they would ordinarily report for duty. The immediate supervisor must also be contacted on each additional day of absence unless the absence has been previously scheduled with the supervisor.
- D. Employees who have been absent from work due to hospitalization, surgery, on or off the job injuries, prolonged illness or infectious disease must present a medical release from the physician (M.D. or D.O.) or dentist before returning to work at the request of the Department Head or Human Resources Department. An employee's authorization to return to work with restrictions will be dependent on that employee's ability to perform the essential functions of the position to which they are ~~he or she is~~ assigned. This shall not preclude the right of the City to require a physical examination by a physician selected and paid for by the City. Employees who have been absent from work for three (3) working days or less due to minor illness, such as colds, flu, etc. do not need to obtain a doctor's release. Final acceptance for return to work will be the decision of the Department Head and the Human Resources Department.
- E. Employees shall be allowed to utilize accrued leave benefits during the disability period caused to an employee by accident or occupational disease, rising out of and in the course of their ~~his or her~~ employment. The use of accrued leave shall not be in lieu of workers'

compensation benefits. Workers' compensation benefits shall be allowed in addition to the use of accrued leave.

An employee terminated for cause or who has given less than a two (2) week advance notice shall not receive payment or reimbursement for unused accumulated sick leave. Upon separation, all other eligible employees will receive reimbursement of sick leave at the rate of one (1) hour pay for every two (2) hours of accumulated sick leave. In the event of a layoff, the reimbursement will occur in the first available check issuance date following a potential recall period of ninety (90) calendar days. Such reimbursable sick leave benefits shall be distributed as follows: 40% of reimbursable sick leave benefits converted to cash and deposited into the employee's post-employment health plan and 60% of reimbursable sick leave benefits converted to cash and paid to the employee.

In case of layoff and the employee is recalled within ninety (90) calendar days, the City shall restore the unused accumulated sick leave balance of the employee if, and only if, the employee's reimbursable sick leave benefits have not been distributed as set forth in this Section.

- F. Full-time employees shall be eligible to participate in the catastrophic illness bank as allowed by the City of Papillion. All full-time personnel shall be allowed to participate in any other savings plan (such as a flexible spending account), as designated by the City of Papillion.

ARTICLE 18 – POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT (HRA) PLAN

SECTION 1 City agrees to participate in the post-employment health retirement account plan in accordance with the terms and conditions of the Plan's Participation Agreement. The Parties hereto designate a vendor mutually agreed upon to act as Plan Administrator for the Plan, or its successors appointed in accordance with the Plan and Trust documents. City agrees to contribute to the post-employment health retirementplan account on behalf of the employees covered by this Agreement.

SECTION 2 For full-time employees, the City shall contribute thirty dollars (\$30) per month to the post-employment health retirementplan account.

SECTION 3 On the first (1st) of each October through the term of this Agreement, the City will convert twenty (20) hours of sick leave to cash at a 1:1 ratio to the employee's post-employment health retirement account for employees who have accumulated sick leave balances between two hundred and one (201) and four hundred (400) hours, and forty-eight (48) hours of sick leave to cash for employees who have over four hundred (400) hours of accumulated sick leave, and contribute the cash at a 1:1 ratio to the employee's post-employment health retirementplan account. If an employee does not have the minimum amount of personal leave accrued by October 1 of each year, then no contribution will be made.

An Eemployees who has have accumulated an excess of one thousand (1,000) hours after the one for one conversion will have the remainder of their sick leave over one thousand (1,000) hours converted at 1 hour for every 2 hours of accumulated sick leave converted to cash and deposited into the employee's post-employment health retirement account plan insurance premium account. If an employee does not have the minimum amount of sick leave accrued by October first (1st) of each year, then no contribution will be made.

On the first (1st) of each October through the term of this agreementAgreement, the City will convert twenty-four (24) hours of an employee's vacation leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirementplan account for an employee who has a minimum of two hundred eighty-one (281) hours of accrued vacation. If an employee does not have the minimum amount of vacation leave accrued by October 1 of each year, then no contribution will be made.

On the first (1st) of each October through the term of this agreementAgreement, the City will convert eight (8) hours of an employee's personal leave to cash at a 1:1 ratio and contribute the cash to the employee's post-employment health retirementplan account for an employee who has a minimum of eight (8) sixteen (16) hours of personal

leave. If an employee does not have the minimum amount of personal leave accrued by October 1 of each year, then no contribution will be made.

ARTICLE 19 – BEREAVEMENT LEAVE

SECTION 1

In the case of the death of an employee's immediate family, the employee shall be allowed three (3) days maximum bereavement leave at the employee's base rate of pay, without deduction from ~~their his or her~~ pay or accumulated sick leave. In the case of death of an employee's extended family, the employee shall be allowed one (1) day bereavement leave at the employee's base rate of pay. In addition, an employee may utilize a total of forty (40) hours of sick leave annually for bereavement leave(s) for employee's immediate family members.

Bereavement leave hours shall be considered hours worked towards the computation of overtime.

ARTICLE 20 – HOLIDAYS

SECTION 1 The following, and in addition to any other days that may be designated by the City, are paid holidays for employees:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving (in lieu of Patriot's Day)
Independence Day	Christmas Day

SECTION 2 All employees shall be paid eight (8) hours of holiday pay at their base rate for the holidays listed in Section 1 of this Article.

SECTION 32 Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

SECTION 43 In addition to Section 2 of this Article, employees required to work on an observed holiday shall be compensated at two-and-one-half (2 ½) times the actual number of hours worked on the observed holiday. Employees required to work on an observed holiday but are not required to work on an actual holiday shall be compensated at the rate of eight (8) hours of base rate pay plus two and one half (2 1/2) times the actual number of hours worked on such observed holiday.

~~Employees required to work on an actual holiday that falls on the weekend but are not required to work on the City's observed holiday will receive eight (8) hours of base rate pay plus two and one half (2 ½) times the actual number of hours worked on such actual holiday.~~

~~Employees required to work both the City's observed holiday and the actual holiday will receive eight (8) hours at base rate pay plus two and one half (2 ½) times the actual number of hours worked on such observed holiday, and regular pay for hours worked on the actual holiday.~~

~~Employees that are not required to work either the City's observed holiday or the actual holiday will receive eight (8) hours of regular pay on the observed holiday.~~

~~An employee in the classified service who is required to work on an above-described holiday shall have the option of compensatory time conversion equal to the applicable holiday rates in lieu of pay.~~

SECTION 5 In addition to Section 2 of this Article, employees required to work on an actual holiday shall be compensated at two-and-one-half (2 ½) times the actual number of hours worked on the actual holiday.

SECTION 64 When a holiday falls on a regular day off for an employee, that employee shall be awarded one (1) compensated day off either immediately

preceding or immediately following the holiday at the discretion of the Department Head.

| SECTION ~~75~~ When a holiday falls during an employee's authorized paid leave, the employee shall not be charged with their scheduled leave on that day.

| SECTION ~~86~~ Employees who are absent without approved leave on their normally scheduled full workday, either immediately preceding or immediately following the observed holiday, may not be entitled to holiday pay or any other provision of this Article. An employee who has been granted an unpaid leave of absence shall not be entitled to holiday pay.

ARTICLE 21 – PERSONAL LEAVE DAYS

SECTION 1

City understands that employees may celebrate additional holidays or celebrations not listed in Article 20 or may need time for personal reasons beyond the vacation leave, sick leave, and bereavement leave offered. As such, the City shall provide eligible employees ~~two (2)~~ three (3) personal leave days each calendar year. Personal leave days will be credited to all eligible employees on the first (1st) of January. Upon hire, employees shall receive ~~two (2)~~ three (3) personal leave days if they commence employment prior to or on June thirtieth (30th), ~~all other~~ employees who commence employment between July first (1st) and September thirtieth (30th) shall receive ~~one (1)~~ two (2) personal leave days, all other employees who commence employment on or after October first (1st) shall receive one (1) personal leave day. Unused personal leave days or hours after December thirty-first (31st) shall be forfeited and not carried over to the next calendar year. Unused Personal leave days or hours shall not be paid at termination or separation of employment.

SECTION 2

After an advanced request by the employee and a determination by the employee's Department Head or immediate supervisor that the requested time is appropriate and will not interfere with the normal operations of the department or duties of the City, an employee may use a personal leave day.

ARTICLE 22 – SAFETY COMMITTEE

- SECTION 1 In compliance with state and federal law, a safety committee has been established by the City. The ~~committee~~Committee shall consist of PCEA employee volunteers who are compensated for time spent doing committee work. If there are no volunteers, the City Administrator and the PCEA President shall select employees to serve on the ~~committee~~Committee. The ~~committee~~Committee will investigate any complaints by employees relative to their health and safety, without fear of discipline or reprisal.
- SECTION 2 The Safety Committee shall meet with the Department Heads on an as needed basis to make recommendations for improvements of general health and safety of the employees. The City hereby agrees that it will provide efficient and safe equipment and material to protect the health and safety of the employees.
- SECTION 3 Safety meetings are held every three (3) months. Written minutes of all meetings shall be kept for three (3) years, and forwarded to the Department Heads, the Human Resources Department, and the PCEA President.
- SECTION 4 Complaints by an employee shall be filed with the ~~committee~~Committee in writing. The ~~committee~~Committee will make a recommendation, within ten (10) calendar days, relative to a remedy of the complaint and any remedial action shall be forwarded to the Department Head and Human Resources Department. A copy of the employee complaint, the Safety Committee's recommendation, and the remedial action taken by the Department Head shall be forwarded to the Human Resources Department and the PCEA President.
- SECTION 5 Any employee has the right to refuse to do hazardous work if ~~they he or she~~feels life or limb is in danger. At that time, the representatives from the Safety Committee shall view the work site in question and give a workable determination and review, if necessary, at a meeting called between the Safety Committee and Department Head responsible for the work activity or site in question.

ARTICLE 23 – PCEA BUSINESS

- SECTION 1 PCEA officials, not exceeding five (5), shall be granted leave, so long as their absence does not result in a stoppage of work in the department, without loss of pay for all meetings between the City and PCEA for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employees are scheduled to work.
- SECTION 2 PCEA officials may be granted leave from duty without pay, while maintaining all provided City benefits, for the purpose of attending PCEA meetings, conventions, and educational conferences or for the purpose of conducting PCEA business, when it has been determined by the Department Head that such absences will not hinder the effective operation of the departments. Such leave shall be contingent upon written request by the PCEA and approval by the Department Head not less than one (1) week in advance of requested leave dates.
- SECTION 3 The City shall permit the PCEA to post notices of PCEA meetings near employment law posters at such City locations where classified service employees work. Posted notices shall not contain anything political or anything reflecting adversely upon the City or any of its employees.

ARTICLE 24 – UNIFORMS AND EQUIPMENT

SECTION 1 The City shall provide the following full-time employees with [equipment and uniforms](#):

Street Maintenance I, II, III
Sewer Maintenance I, II, III
Park Maintenance I, II, III
Water Operator I, II, III
Building & Grounds Maintenance
Fire Equipment Mechanic
General Maintenance Mechanic
Meter Reader
Meter-Utility Technician
Line Locator
Traffic Signal Technician II

The ~~equipment and~~ uniforms shall consist of the following:

1. At least six (6) but no more than eleven (11) work shirts, of a type, exact number and quantity to be determined by the Department Head;
2. At least six (6) but no more than eleven (11) work pants or jeans, of a type, exact number and quantity to be determined by the Department Head;
3. Two (2) pairs of coveralls;
4. One (1) winter jacket;
5. Safety footwear; and
6. One (1) pair of insulated coveralls

Building Inspector [I](#), [Building Inspector II](#), [Lead Building Inspector](#), Code Enforcement Officer, [GIS Analyst](#), and Assistant Golf Superintendent employees will be provided with one (1) spring/fall jacket, one (1) winter jacket, and safety footwear. The Department Head shall have full discretion as it relates to all styles, vendors, etc., for purchased uniforms and equipment. Jackets, footwear, and coveralls will be replaced on an as-needed basis upon inspection by immediate supervisor or with approval of the Department Head.

SECTION 2 All uniform items provided by the City shall be worn by the employees in accordance with the appropriate season of the year.

SECTION 3 The City shall repair or replace articles of clothing or equipment as necessary for damage, wear, or loss occurring while in the performance of duties. The Department Head shall designate one (1) employee as the department's quartermaster. Said quartermaster shall be responsible to determine whether uniform articles are damaged and whether such articles shall be repaired or replaced. Any damaged articles needing to be replaced requiring replacement must first be turned back into the City prior to the

replacement of such articles. All uniforms and equipment are the property of the City and shall be restricted to City use only.

SECTION 4 The City may designate a weekly cleaning service for the cleaning and laundering of uniforms for those employees referenced in Section 1 -of this Article above. At such time, such cleaning service will be provided at the City's expense.

If the City designates a weekly cleaning service, then all applicable employees must turn in previously worn uniforms from the week prior to the identified uniform drop-off location(s) for laundering services. In such cases, employees are prohibited from washing the uniforms on their own in lieu of turning the uniforms in for laundering services. Employees are not required to turn in uniforms for the days that they did not work. In such cases that laundering services are provided by the City, the failure of an employee to turn in uniforms on a weekly basis for such laundering services may result in discipline, unless a waiver is granted by the Department Head.

SECTION 56 The City shall provide a minimum of two (2) City shirts annually for all other personnel to be used solely for City functions. The maximum cost annually is one hundred -fifty dollars (~~\$100~~150). The shirts are the property of the City and are to be returned to the City upon separation of employment.

SECTION 65 Tool reimbursements, up to no more than six hundred dollars (\$600) per year, shall be made to mechanics that are required to provide privately-owned tools. Such payment shall be made within thirty (30) calendar days of proof of purchase by receipt. Repair and replacement of damaged tools will be the sole responsibility of the owning mechanic. When tools are on City property, the City shall provide insurance for catastrophic loss of tools at no cost to the owning mechanic. The insurance shall cover the replacement value of the tools and shall have no more than a five hundred dollar (\$500) deductible. Replacement value shall be updated at the beginning of each contract year. The deductible will be the sole responsibility of the owning mechanic.

Fire Equipment Mechanic employees will be required to provide tools listed in *Attachment "C"* while on duty. General Maintenance Mechanic employees will be required to provide tools listed in *Attachment "D"* while on duty. Privately owned tools are for the sole use of the owning mechanic. At no time will the owning mechanic be required to provide tools to any other person. The City shall have the right to inventory tool boxes, for compliance to this Article, with the owning mechanic on any normally scheduled duty shift of the owning mechanic. The owning mechanic shall be notified in writing of any discrepancies. Mechanics shall correct noted deficiencies within fourteen (14) calendar days.

SECTION 7 Except as discussed in Section 6 of this Article, the City shall provide the employees with the necessary equipment and electronics for the employees to successfully complete their assigned work to the satisfaction

of their supervisors. Some positions may require the use of City-issued cell phones, iPads, or other equipment. The City reserves the management right to determine which positions are required to use additional City-issued equipment and electronics.

SECTION ~~87~~

Upon termination or separation of employment, employees shall be required to turn in all uniforms and equipment supplied under Section 1, Section 5, and Section 7 of this Article, and any other City-issued equipment or electronics, unless such uniforms, articles of clothing, and equipment, or electronics were previously documented as being forfeited. Failure to do so may result in the employee being charged for such lost or unaccounted for items. Payment shall be withheld out of the employee's final paycheck from the City at reasonable replacement costs of such lost or unaccounted for items.

ARTICLE 25 – HOURS OF WORK

SECTION 1 REGULAR HOURS: The regular work week shall consist of forty (40) hours per work period, as prescribed by the Department Head, or any other hourly/day combination agreeable to the Parties hereto not inconsistent with state or federal regulations and law. Hours of holiday leave, bereavement leave, personal leave, vacation leave taken during the work week will be treated the same as hours worked. Compensatory time, military leave, and sick leave taken during the week will not count towards hours worked in the work week.

SECTION 2 SPECIAL EVENT HOURS: Department Heads reserve the right to utilize temporary schedule adjustments to employees' regular work hours to accommodate special events as they occur throughout the year. For the purposes of this section, a Special Event is any community event which the City is hosting, partnering, or sponsoring where adjustments to employees' regular work hour schedules are made at least fourteen (14) calendar days' in advance of said community event, if such temporary adjustments are necessary in order to ensure that the event is properly staffed by City employees for the safety, protection, and enjoyment of the public.

SECTION 3 WORK BREAKS: Employees in the classification of Street Maintenance I, II, III, Sewer Maintenance I, II, III, Park Maintenance I, II, III, Water Operator I, II, III, Building & Grounds Maintenance, Fire Equipment Mechanic, General Maintenance Mechanic, Meter Reader, Meter-Utility Technician, Assistant Golf Superintendent, Combination Electrical Inspector, Building Inspector I, Building Inspector II, Lead Inspector, Recreation Area Superintendent, Sports Turf Superintendent, Head Custodian, Recreation Supervisor, Traffic Signal Technician II and Code Enforcement Officer shall be entitled to take two (2) paid fifteen (15) minute breaks consecutively in lieu of an unpaid meal period. Location of the meal period shall be designated by the Department Head. The Department Head shall provide their his or her employees at least one (1) calendar days' notice prior to designating a new meal period location.

All other full-time employees shall be entitled to two (2) paid fifteen (15) minute breaks, one in the morning and one in the afternoon hours and be provided with one unpaid meal period consisting of either thirty (30) minutes or sixty (60) minutes each workday. The length of time of the unpaid meal period shall be posted per employee/per department and will not change without fourteen (14) calendar days written notification to the PCEA.

The time of the break shall be determined by the Department Head. The Department Heads are allowed to temporarily change meal periods during emergency work hours or to cover for employees absent from work.

SECTION 4 EMERGENCY WORK HOURS: During emergencies declared by the Department Head, employee shifts, hours, and duties may be established at the discretion of the Department Head.

SECTION 5

TRAINING AND EDUCATIONAL CONFERENCES: When an employee is required by the City to attend a training session or educational conference, all time spent traveling to and from, and time spent attending the training shall be considered hours worked. When attending training and educational conferences, the employee's meal period shall be considered as a normal work day meal period, and such time shall not be counted as hours worked.

ARTICLE 26 – OVERTIME, ~~AND CALL-BACK, STANDBY, AND ON-CALL~~

SECTION 1 OVER-TIME PAY: Prior approval for overtime hours must be obtained from the employee's immediate supervisor or Department Head. An employee's time worked beyond the employee's hours of work, as defined in *Article 25 – Hours of Work*, shall be compensated at the rate of one and one-half (1 ½) times the employee's base pay rate. Employees may opt to take compensatory time in lieu of cash overtime. Employees selecting compensatory time in lieu of cash overtime shall comply with *Article 27 – Compensatory Time* of this Agreement.

Employees electing overtime pay shall be paid the overtime worked on the payroll for the pay period in which the overtime occurred.

SECTION 2 CALL-BACK: Employees who are notified to physically return to work by their immediate supervisor or Department Head after having clocked out at the end of their normal work shift, or on a day off and who were not previously notified of a specific time to return prior to the end of their normal work shift, shall be paid at the rate of 1 and ½ times (1 ½) the employee's base rate, with a minimum of two (2) hours of pay, regardless of hours worked that week.

Call-backs that run continuous with the start of an employee's normal duty shift will be subject to the 2 hour minimum provision and will be paid at 1 and ½ times the employee's base rate regardless of hours worked that week, unless the notification for an employee to begin their his or her shift is within thirty (30) minutes of said employee's normal work schedule and the employee is on-site where they he or she typically reports for work duty.

Upon supervisor approval, employees may elect to use call-back hours as an adjustment to their scheduled work week with the understanding that this time would be paid at base rate of pay.

SECTION 3 EQUAL OVER-TIME OPPORTUNITIES: Overtime opportunities in any division or department shall be distributed equally within the division or department as far as is practical and possible. Department Heads and supervisors shall not monopolize any work hours to the detriment of other employees.

SECTION 4 STANDBY: Employees may be required to remain available for duty in a standby status. Employees shall be notified in writing of their standby status, to include: beginning time and date; ending time and date; the individual(s) who will be recalling employees ("the recalling authority") and one phone number and an alternate number for the recalling authority; and two telephone numbers at which the employee will be contacted for recall. Employees requesting a change in the number at which they will be contacted may provide one different telephone number at which they are to be called for that particular standby period, which will replace the original number for that standby period. Each employee is allowed two (2) telephone numbers per standby period. An employee desiring to change

~~his~~their standby number must do so by submitting that number in writing to the recalling authority, in person, prior to the beginning time of the standby period. Employees shall safely report for duty and shall be required attempt to report for duty within thirty (30) minutes after they have been contacted or a message left by the recall authority, or within one (1) hour if the employee lives more than five (5) miles outside the City. Employees in a standby status shall be compensated at the rate of two (2) hours of base rate of pay or comp time for each twelve (12) hour period or portion thereof. Employees in a standby status on an actual holiday and/or an observed holiday shall be compensated at the rate of four (4) hours of base rate of pay or comp time for each twelve (12) hour period or portion thereof. ~~These two (2)~~ Standby status hours will not be lost, even when an employee is called to report to work.

Standby status will cease when the original standby order has expired, or when an authorized City representative informs the employee that their his ~~or her~~ standby status has expired.

When an employee is placed on standby status for a twelve (12) hour period, ~~they he or she~~ will only work a maximum of two (2) hours past the twelve (12) hour standby period with a maximum of twelve (12) hours of continuous work allowed, unless the employee and authorized representative agree that work hours can continue during this emergency operation. Employees directed to return to work by an authorized authority shall be considered "Called Back" and compensated pursuant to Section 2 of this Article.

Management shall maintain sole discretion in delegating who shall be placed on standby.

SECTION 5

ON-CALL: The Department Head or ~~his~~the Department Head's designate designee may assign certain employees to on-call duty which requires the employee(s) to remain fit for duty, to be able to be reached immediately, to remain within a reasonable call-back radius, and to respond for duty if summoned. On-call status shall not restrict the employee's activities or movement to the extent that the employee cannot use the time effectively for normal personal pursuits.

Such time shall be compensable at the following rate: ~~one-half (1/2)~~

- Non-Water Operator Employees: One (1) hour of pay for each twenty-four (24) hours of on-call duty Monday through Friday, and two (2) hours of pay for each twenty-four (24) hours of on-call duty Saturday through Sunday and on actual and observed holidays, when fourteen (14) calendar days or more advanced notice is provided; ~~or one (1)-two (2) hours~~ of pay for each twenty-four (24) hours of on-call duty Monday through Friday, and four (4) hours of pay for each twenty-four (24) hours of on-call duty Saturday through Sunday and on actual and observed holidays, when provided less than fourteen (14) calendar days advanced notice.

- Water Operator I, II, and III Employees: One (1) hour of pay for each twenty-four (24) hours of on-call duty on days the employee is scheduled to work, and two (2) hours of pay for each twenty-four (24) hours of on-call duty on days the employee is not scheduled to work and on actual and observed holidays, when fourteen (14) calendar days or more advanced notice is provided; two (2) hours of pay for each twenty-four (24) hours of on-call duty on days the employee is scheduled to work, and four (4) hours of pay for each twenty-four (24) hours of on-call duty on days the employee is not scheduled to work and on actual and observed holidays, when provided less than fourteen (14) calendar days advanced notice.

The following clarifications of on-call activities are as follows:

1. -Periodically answering a City-issued on call phone and/or logging into the City's SCADA system are considered part of an employee's on-call duties and do not result in additional compensation under any other section of the PCEA aAgreement. Employees shall be compensated for time actually worked, in fifteen (15) minute increments, while answering phone calls and/or logging into the SCADA system, with a minimum of fifteen (15) minutes per each call or required log-in into the SCADA system. This time will be paid at the base rate of pay up to forty (40) hours worked in a week and at one and one-half (1 ½) times the employee's base rate for any hours over forty (40) hours.
2. -All on-call employees are required to keep a logbook to document the calls and issues received in order to ensure the City can properly track the issues and pay employees for time spent.
3. The City of Papillion reserves its management rights to designate when an employee is assigned to be on an on-call status.
4. -If an on-call employee is required to physically present themselves at a City facility or a job site, then the employee will be considered called back to work and paid under the conditions defined in Section 2 of this Article.

ARTICLE 27 – COMPENSATORY TIME

SECTION 1 COMPENSATORY TIME: Any employee may elect to choose compensatory time, which will be awarded at time and one-half (1½) for all hours worked in lieu of cash overtime compensation up to a maximum of one hundred twenty (120) hours. Any overtime worked after the employee has accumulated the maximum number of compensatory hours shall be compensated in cash.

SECTION 2 COMPENSATORY TIME OFF: Any employee who has accrued compensatory time, shall be permitted to use such time off within a “reasonable period” after making the request if such use does not unduly disrupt the operation of the City. Employees who earn compensatory time off in the first week of a pay period may submit a request to use said earned compensatory time off in the second week of the same pay period.

SECTION 3 COMPENSATORY TIME SELL BACK: At the employee’s request, accumulated compensatory time up to forty (40) hours a year shall be paid in the following pay period in which the request was made, in cash compensation to the employee, provided the employee has notified the City between October first (1st) through June thirtieth (30th). The exception to this is the separation of employment with the City, in which case all unused compensatory time accumulated will be paid.

ARTICLE 28 – WORKING OUTSIDE OF CLASSIFICATION

- SECTION 1 When a classified service employee is asked to temporarily perform significant additional duties and/or responsibilities of a higher classification-grade assignment for eight (8) consecutive work hours or more, the employee shall receive a four percent (4%) pay increase during such time the employee is performing those additional duties and/or responsibilities as assigned. For the Public Works Department, this section applies to the crew lead on a team of three (3) or more other employees where the crew lead is the first line of management of the team and responsible for the daily functions assigned including, but not limited to: project coordination, collaboration, organization, execution to completion, material ordering, equipment inventory, time management, duty assignments, safety, crew motivation, professionalism, and work ethics. Employees who fail to follow the direction of the crew lead may be subject to disciplinary action. For all departments, such periods shall be implemented by the submission of a status change form to the Human Resources Department.
- SECTION 2 When a classified service employee is asked to temporarily act in the absence of supervisory management personnel, for eight (8) consecutive work hours or more, the employee shall receive a six percent (6%) pay increase for the consecutive period during such time the employee is performing the additional duties and/or responsibilities as assigned. For the Public Works Department, this section applies to the superintendent positions within the department. For all departments, such periods shall be implemented by the submission of a status change form to the Human Resources Department.
- SECTION 3 Any time an employee who is working outside of their grade assignment classification pursuant to this Article ~~and~~ utilizes vacation, personal, bereavement, sick, or any other leave provisions of this Agreement, they he or she shall be paid for that leave at their his or her regular rate of pay and not at the higher out-of-class-grade assignment pay.

ARTICLE 29 – WAGES

SECTION 1 WAGE ADJUSTMENTS: Adjustments to PCEA member wages shall be determined by placement on the PCEA Grade Assignment (*Attachment “B”*) and the corresponding PCEA Pay Scales (*Attachment “C”*) based on the following increases ~~with the exception of those employees subject to a Wage Correction Period~~:

- First Full Pay Period in February, 20~~23~~~~19~~: 64%;
- First Full Pay Period in February, 20~~24~~~~20~~: 42%;
- First Full Pay Period in February, 20~~25~~~~24~~: 3%;
- First Full Pay Period in February, 20~~26~~~~22~~: 3%.

To clarify, the wage adjustments will be effective beginning with the hours worked in the first full pay period in February of each year. For example, in 2023, the wage adjustments will be first applied to the hours worked for the February 5th through February 18th, 2023, pay period, which will be paid out to the employees on the March 3rd, 2023, paycheck.

SECTION 2 LONGEVITY: Longevity payments shall be made annually in the following pay period of the employee’s original date of hire. These payments shall not affect base rate pay. They will be single payments based on base rate pay paid the previous year. Employees shall be eligible for two percent (2%) longevity pay upon the completion of six (6) years continuous service with the City. Employees shall be eligible for three percent (3%) longevity pay upon completion of twelve (12) years continuous service with the City. Employees shall be eligible for four percent (4%) longevity pay upon the completion of eighteen (18) years continuous service with the City.

SECTION 3 GRADE ASSIGNMENT ADJUSTMENTS: Grade Assignment adjustments have been made for the following positions beginning with the effective date of this Agreement:

HIGHER GRADE ASSIGNMENTS: Grade Assignments for the following PCEA positions shall be adjusted to a higher Grade Assignment and shall be placed on the PCEA Pay Scale dated February 3, ~~2023 2019~~ within the Current Grade Assignment and one step below previous placement. For example, if an existing position was previously placed at Grade ~~14~~~~5~~, Step 4 pursuant to the Agreement between the City of Papillion and Papillion Classified Employees Association dated February 3, ~~2015–2019~~, through February 2, ~~2023, 2019~~ and is moving to Grade 16, the position shall move to Grade 16, Step 3 pursuant to this ~~a~~Agreement.

<u>Position</u>	<u>Previous Grade Assignment</u>	<u>Current Grade Assignment</u>
<u>Fire Equipment Mechanic</u>	<u>Grade 17</u>	<u>to Grade 18</u>

Head Custodian	Grade 9	to	Grade 10
HR Coordinator	Grade 14	to	Grade 16
Park Maintenance Worker III	Grade 16	to	Grade 17
Payroll Specialist	Grade 16	to	Grade 17
Senior Accountant II	Grade 20	to	Grade 23
Sewer Maintenance III	Grade 16	to	Grade 17
Street Maintenance III	Grade 16	to	Grade 17
Technology Services Coordinator	Grade 14	to	Grade 16

Librarian I—Public Services	Grade 12	to	Grade 13
Librarian I—Technical Services	Grade 12	to	Grade 13
Assistant Golf Supt.	Grade 15	to	Grade 16
HR Assistant/Payroll Clerk	Grade 15	to	Grade 16
HR Assistant	Grade 15	to	Grade 16
Senior Accountant II	Grade 19	to	Grade 20

~~LOWER GRADE ASSIGNMENTS: Grade Assignment(s) for the following PCEA positions shall be adjusted to a lower Grade Assignment and shall be placed on the PCEA Pay Scale dated February 3, 2019 within the Current Grade Assignment and one step above previous placement, except for those positions which are at Step 8. For example, if an existing position was previously placed at Grade 15, Step 4 pursuant to the Agreement between the City of Papillion and Papillion Classified Employees Association dated February 3, 2015 through February 2, 2019, the position shall move to Grade 14, Step 5 pursuant to this Agreement. If an existing position was previously placed at Step 8 of the Previous Grade Assignment pursuant to the Agreement between the City of Papillion and Papillion Classified Employees Association dated February 3, 2015 through February 2, 2019, the position shall move to the Current Grade Assignment at Step 8 and shall be subject to a Wage Correction Period.~~

~~Employee(s) subject to a Wage Correction Period shall not receive an hourly rate reduction or increase based on their Current Grade Assignment. The Previous Grade Assignment hourly base rate of pay shall remain constant until such time as the PCEA Pay Scale allows for an increase (See Article 1, Definitions, Wage Correction Period). Employees in a Wage Correction Period are eligible for a Merit Payment as defined in Article 29, Section 4—Merit Payment.~~

<u>Position</u>	<u>Previous Grade Assignment</u>		<u>Current Grade Assignment</u>
Technology Services Coordinator	Grade 15	to	Grade 14
Maintenance III	Grade 17	to	Grade 16
Park MW III	Grade 17	to	Grade 16
Equipment Mechanic	Grade 18	to	Grade 17

SECTION 4

MERIT PAYMENT: An eEmployees who are is subject to a Wage Correction Period at the top step of their Classified Service position grades (Step 8) on the Effective Date of this Agreement for the year 2023 and prior to their individual Anniversary Dates each year thereafter for the remaining years of this Agreement shall be eligible to receive a Merit Payments of up to four percent (4%) of his or her their annual base wages on their Anniversary Dates each year of this Agreement that they are at the top step of their Classified Service position grades (Step 8) during the Wage Correction Period, on October 1st, 2019.

Merit Payments for eligible employees shall be calculated earned as a lump sum amounts each year of this Agreement; however, the Merit Payments shall be divided into twenty-six (26) equal installments payments and paid out over to the eligible employee's over the next year next twenty six paychecks. Employees who are not subject to a Wage Correction Period shall not be eligible for a Merit Payment. If there are twenty-seven (27) pay periods prior to an individual eligible employee's next Anniversary Date calculation, then the installment payment shall continue to be included on the eligible employee's paycheck for the twenty-seventh (27th) pay period. In order to be eligible for installment payments, eligible employees must be employed with the City. Remaining installment payments are not paid out at the time of eligible employees' separation from employment.

Such Merit Payments shall not be automatic and shall be based on the individual performance review scores of each eligible employee's previous year's evaluation. Eligible employees shall only include those employees: (i) subject to a Wage Correction Period who are at the top step of their Classified Service position grades (Step 8) on the Effective Date of this Agreement for the year 2023, and prior to their individual Anniversary Dates each year thereafter for the remaining years of this Agreement; and (ii) who attained an overall average performance evaluation score of at least 3.01 "above average" in their previous year's evaluation per the guidelines established in Attachment "F": Performance Evaluations.

Merit payments for eligible employees shall be earned as follows:

<u>Performance Review</u>	<u>Merit Payment</u>
<u>Average Score (1-5 Scale):</u>	<u>Percentage:</u>
<u>1.00 – 3.00</u>	<u>0.00%</u>
<u>3.01 – 3.49</u>	<u>2.00%</u>
<u>3.50 – 3.99</u>	<u>3.00%</u>
<u>4.00 – 5.00</u>	<u>4.00%</u>

SECTION 5

WEEKEND DIFFERENTIAL: All employees covered under this agreement Agreement, except Papillion Landing recreation personnel and library personnel, when performing their normal duties and responsibilities and scheduled to work between the hours of 12:01 a.m. Saturday through 11:59 p.m. Sunday shall be paid an additional hourly wage of \$0.65 per hour.

SECTION 6

SHIFT DIFFERENTIAL: All employees covered under this ~~agreement~~Agreement, except ~~Papillion Landing~~ recreation personnel and library personnel, when performing their normal duties and responsibilities and scheduled to work between the hours of 6:00 p.m.— 6:00 a.m. Monday through Friday shall be paid an additional hourly wage of \$0.65 per hour.

ARTICLE 30 – RETIREMENT

- SECTION 1 Pursuant to the provisions of Neb. Rev. Stat. §19-3501, as amended, the City shall contribute a sum equal to six percent (6%) of an employee’s annual rate of pay, which shall exclude overtime to the 457(b) pension plan maintained by the City. Each employee must also contribute an amount at least equal to the City’s contribution under the pension plan as provided by this Article and the participation in said pension plan shall be mandatory for all full-time employees.
- SECTION 2 In addition to the mandatory six percent (6%) employee contribution, employees may voluntarily make additional contributions to the pension plan, which shall be in even percentage amounts. The City of Papillion will match the employee’s additional voluntary contributions up to two percent (2%) of the employee’s annual compensation, excluding overtime compensation. Between December first (1st) and December thirty-first (31st) of each year of this Agreement, an open enrollment period will exist where an employee may elect to make additional contributions under this section. Enrollments will not be allowed at any other times during the year. The declaration will be valid until rescinded by the employee in writing. Upon receipt of employee’s intent to cease additional voluntary contributions, the City’s matching contribution under Section 2 of this Article will also cease. Additional voluntary contributions may be made subject to the terms of the pension plan.
- SECTION 3 The employee’s mandatory and voluntary contributions to the pension plan will be automatically deducted from the employee’s pay before federal and state tax withholdings are calculated (pre-tax).

ARTICLE 31 – PAY PLAN ADJUSTMENT

SECTION 1

The classification pay plan may be adjusted, by mutual consent of both Parties, and shall be adjusted annually for cost of living as described in *Article 29 – Wages*. Employees shall be entitled to a movement of one step across the pay plan in the appropriate classification grade upon completion of the employee's introductory period.

Employees shall receive a performance evaluation upon completion of the employee's introductory period and on the employee's anniversary date thereafter.

Movement on the pay scale (*Attachment "E"*) by an employee shall be subject to a performance evaluation. Employees who receive an overall satisfactory evaluation or better shall be entitled to movement of one step across the pay plan in the appropriate classification grade unless the employee is at the top step of their classification grade.

Regular employees that fail to receive an overall satisfactory evaluation shall not receive a pay step at that time and shall be reevaluated in six months. Upon receiving an overall satisfactory evaluation, the employee shall be entitled to one step across the pay plan in the appropriate classification grade on the date of the overall satisfactory evaluation unless the employee is at the top step of their classification grade. Failure to receive an overall satisfactory evaluation shall not change an employee's anniversary date. An overall satisfactory evaluation shall be defined in accordance with *Attachment "F"*.

An employee that is promoted shall be placed in the appropriate classification pay grade and in a pay step that reflects the closest approximation to a five percent (5%) pay increase. The anniversary date of a promoted employee shall be one year, and every subsequent year, from the date of the promotion.

Involuntarily transferred employees shall be placed on the pay step of the new classification grade that denotes the pay step within the new classification grade closest to their previous pay step.

Eligible employees, as defined in the Job Posting section of the Personnel Manual of the City of Papillion, in one job classification may apply for openings in another job classification. When an opening in a specific classification becomes vacant, the City shall post the vacancy for all employees to have the opportunity to apply.

SECTION 2

For the positions of Park Maintenance Worker I, Street Maintenance Worker I, Sewer Maintenance I, and Water Operator I (each a "Worker/Operator I"), there shall be a junior/senior relationship with the next highest level of the corresponding position (each a "Worker/Operator II"). When a Worker/Operator I has completed a minimum of four (4) years of service in their his or her Worker/Operation I position, such employee shall be given an

opportunity to be promoted to the Level II of ~~their his or her~~ position, provided that such employee successfully completes the minimum promotional standards required of the Level II position. The promotional standards shall include but are not limited to: past performance evaluations, position-relevant testing, past demonstration of ability to communicate, demonstrable professional development efforts or certifications, a minimum of 40 training hours related to the higher position level, and past demonstration of willingness to go above and beyond the normal work duties as assigned. The Department Head shall have the authority to reduce the minimum required training hours necessary to meet the promotional standard.

At the Department Head's discretion, and with the City Administrator's approval, an employee in the Level I positions may be promoted to a Level II after three (3) years of continuous employment, provided that such employee has successfully completed all other minimum promotional standards and there is a mutual benefit to both Parties for such promotion.

ARTICLE 32 – INSURANCE

SECTION 1

For the term of this Agreement, full-time employees and their families shall be entitled to enroll in the City group life, health, and dental programs, or as otherwise required by the State of Nebraska, subject to all terms and conditions of the agreements between the City and the insurance carriers.

HEALTH INSURANCE COVERAGE:

~~Effective October 1, 2019, f~~Full-time employees shall pay insurance premium contributions according to the following schedule based on their health insurance coverage selection and network selection as established in the master agreement of the contract with the insurance carrier:

Broad Health Insurance Network Option:	
\$500 Deductible Plan	14% Employee Contribution
\$1,000 Deductible Plan	12% Employee Contribution
Limited Health Insurance Network Option:	
\$500 Deductible Plan	12% Employee Contribution
\$1,000 Deductible Plan	10% Employee Contribution

Employees electing health insurance coverage shall be required to contribute the monthly premium cost of health insurance, which shall be automatically deducted from their paycheck.

DENTAL INSURANCE COVERAGE:

Dental insurance premiums for employees and their families will be paid for by the City.

LIFE INSURANCE COVERAGE:

~~Effective October 1, 2023, f~~Full-time employees shall be entitled to ~~\$30,000~~ \$50,000 City paid life insurance in which employee shall designate the beneficiary. The ~~\$30,000~~ \$50,000 is inclusive of life insurance offered through the health insurance plan. Employees electing to have separate or additional life insurance for family members shall be required to pay one-hundred percent (100%) of the costs for such premiums, which shall be automatically deducted from their paycheck.

SECTION 2

Those employees electing not to participate in City’s insurance coverages shall not receive any other form of coverage or compensation from the City in lieu of those benefits.

SECTION 3 Employees governed by this Agreement shall be eligible to participate in the COBRA program upon leaving employment with the City.

SECTION 4 Full-time employees shall be entitled to City-paid, long-term disability insurance, with an elimination period not to exceed ninety (90) calendar days and a minimum monthly earnings benefit of sixty percent (60%) until the age reduction provisions apply, subject to all terms and conditions of the agreement between the City and the insurance carrier. Employees who will be out of work must also request a leave of absence.

ARTICLE 33 – ELECTIVE RETIREE HEALTH INSURANCE BENEFIT

SECTION 1 ELIGIBILITY TO PARTICIPATE: Employees governed by this Agreement, who separate service from the City with twenty (20) continuous years of service and are sixty (60) years of age, shall be entitled to enroll in the City's health insurance plan subject to all terms and conditions of the agreements between the City and the insurance carriers.

SECTION 2 CONTRIBUTION TO RETIREE HEALTH INSURANCE: Retirees electing to participate in the City's health insurance plan shall be required to pay one hundred percent (100%) of the costs for such premium. Retiree shall pay monthly health insurance premiums by the 15th day of the prior month. Failure of a retiree to make monthly premium payments in a timely manner may result in the loss of the retiree's health coverage. For example, if the premium payment is due on January 1st, the payment from the retiree must be received by the City no later than December 15th.

SECTION 3 ELIGIBILITY TO REMAIN ON RETIREE HEALTH INSURANCE PLAN: Retirees are eligible to remain on the City's health insurance plan until the end of the month of their sixty-fifth (65th) birthday or until eligible for Medicare health benefits, whichever occurs first.

ARTICLE 34 – ACCOMMODATIONS WHILE AT CONFERENCES

SECTION 1 The City agrees to provide employees with individual rooms while in attendance at a conference and/or training when attendance at the conference and/or training requires such employees to stay in overnight lodging.

ARTICLE 35 – POLITICAL ACTIVITY

SECTION 1 Employees are prohibited from participating in political activities during working hours or when otherwise engaged in the performance of their official duties. No employee shall engage in any political activity while wearing a uniform required by the City. Employees shall not be compelled by either Party hereto to contribute to any political concept, organization, or candidate.

ARTICLE 36 – LICENSING AND CERTIFICATIONS

SECTION 1 Employees required to achieve and/or maintain specific licenses and/or certifications shall do so at the City's expense. Scheduling of tests, classes, seminars, and continuing education required to achieve and/or maintain licenses and/or certifications shall be approved by the Department Head. The cost of the test, class and/or seminar necessary to achieve and/or maintain the required license and/or certification shall be paid by the City.

SECTION 2 Employees that achieve and maintain licenses after hire that are deemed relevant by the Department Head to the operations of the department and that are in addition to those licenses required in the employee's job description will be paid fifty dollars (\$50.00) per year for each license up to a maximum of two hundred dollars (\$200.00). Compensation for licenses achieved and maintained that are not considered relevant to the operations of the employee's department will be at the discretion of the Department Head.

Employees are responsible for maintaining their specific licenses and certifications. Employees must submit confirmation of current licenses and certifications to their supervisors by January 5th of each year. License incentive payments will be made annually on the first full pay period in February and through the duration of this Agreement.

SECTION 3 Upon suspension or termination of any mandatory license or certification, the employee shall:

1. Report such suspension or termination to their Department Head, immediate supervisor, and the Human Resources Department;
2. Not be allowed to perform those job duties which require such license or certification; and
3. Be subject to the City's disciplinary process, up to and including termination.

If a license or certification is suspended for more than twelve (12) months or not able to be reinstated within twelve (12) months, such employee shall be subject to termination or such discipline as the City deems appropriate. It is understood that this provision does not prohibit the City from using its management rights to terminate or discipline an employee in a situation where a suspended license or certificate prohibits the employee from performing the essential functions of their his or her job. If terminated, such employee shall be allotted all rights granted herein for purposes of termination.

ARTICLE 37 – LINE-OF-DUTY DEATH

SECTION 1 In the event of a line-of-duty death, the City shall pay ten thousand dollars (\$10,000) for funeral expenses, which amount is to be in addition to any amounts payable under the Nebraska Workers' Compensation Act.

ARTICLE 387 – MAINTENANCE OF STANDARDS

SECTION 1

The employee agrees that all conditions of employment in ~~their his or her~~ individual operation relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement. The conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by an employee or the PCEA in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) calendar days from the date of the error. Any disagreement between the PCEA and the City with respect to this matter shall be subject to the grievance procedures. This provision prohibits the employer from imposing or continuing wages, hours, and working conditions at a level less than those contained in this Agreement prior to the expiration date.

ARTICLE 398 – SAVINGS CLAUSE

SECTION 1

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Should any Article, Section, or portion thereof in this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the court decision. Upon the issuance of such a court decision, the Parties agree to immediately open negotiations to seek substitution language for the invalid Article, Section, or portion thereof. All other provisions of this Agreement, not specifically declared unlawful or unenforceable in any court decision, shall remain in full force and effect for the duration of this Agreement.

ARTICLE ~~4039~~ – DURATION OF AGREEMENT

- SECTION 1 This Agreement between the PCEA and the City shall be in full force and effective from February 3, 20~~23~~¹⁹, for a period of four (4) years to expire on February 2, 20~~27~~²³, or until replaced by a succeeding agreement or as otherwise required by a final decision of the Commission of Industrial Relations or another court of competent jurisdiction.
- SECTION 2 Neither Party shall attempt to renegotiate any terms of this Agreement unless both Parties agree in writing and mutually agree to reopen negotiations or otherwise stated within this Agreement prior to the effective expiration date of this Agreement.
- SECTION 3 The PCEA and the City agree to exchange written proposals for the next contractual period on or prior to September 1, 20~~26~~²², or such other date thereafter as otherwise agreed to in writing between the PCEA President, or the PCEA President's ~~his or her~~ designee, on behalf of the PCEA, and the City Administrator, or the City Administrator's ~~his or her~~ designee, on behalf of the City.

ARTICLE 410 – SCOPE OF AGREEMENT

The City and the PCEA mutually agree that this Agreement constitutes the entire agreement and an understanding concerning all proper subjects of collective bargaining for the duration of this Agreement, and supersedes all previous agreements, if any. This Agreement shall not be modified, altered, changed or amended in any respect unless in writing and signed by both Parties and approved by the City Council. There are no oral agreements nor is this Agreement based upon any oral representation governing the subject matter of this Agreement. This Agreement has been executed in accordance with the statutes and laws of the State of Nebraska and any dispute, disagreement or litigation arising under this Agreement shall be adjudged in accordance with the statutes and Laws of the State of Nebraska. All City employees shall be subject to all applicable ordinances of the City concerning employment and personnel matters.

APPROVED this ____ day of _____ by the Papillion Classified Employees Association, with the effective date of the PCEA contract to be February 3, 202319.

Secretary

President - Chairperson

APPROVED this ____ day of _____, 20__ by the City of Papillion, a municipal corporation, with the effective date of the PCEA contract to be February 3, 202319.

City Clerk

Mayor

(SEAL)

ATTACHMENT "A-1"

AUTHORIZATION FOR PAYROLL DEDUCTION OF MEMBERSHIP DUES
PAPILLION CLASSIFIED EMPLOYEES ASSOCIATION (PCEA)

To the City of Papillion, Nebraska:

I, _____, the undersigned hereby authorize and direct the Human Resources Department of the City of Papillion, Nebraska, to deduct from my wages bi-monthly \$_____ for the purpose of membership dues to the Papillion Classified Employees Association. The amount deducted shall be certified by the PCEA, and any changes to such amount shall require my express consent. This authorization is revocable at any time upon my giving the Human Resources Department written notice of such revocation pursuant to the notice requirements established pursuant to *Article 6 – Dues Check-Off* of this Agreement.

Signature: _____

Address: _____

Date: _____

ATTACHMENT "A-2"

REVOCATION OF AUTHORIZATION FOR PAYROLL DEDUCTION OF MEMBERSHIP DUES
PAPILLION CLASSIFIED EMPLOYEES ASSOCIATION (PCEA)

To the City of Papillion, Nebraska:

I, _____, the undersigned hereby direct the Human Resources Department of the City of Papillion, Nebraska, to discontinue the previously authorized bi-monthly payroll deduction for the purpose of membership dues to the Papillion Classified Employees Association. I understand that I shall be responsible for providing a copy of this signed notice of revocation to the designated PCEA official after providing the original notice of revocation to the Human Resources Department.

Signature: _____

Address: _____

Date: _____

|

ATTACHMENT "B"

PCEA GRADE ASSIGNMENT

FEBRUARY 3, 2023

GRADE 1	GRADE 2	GRADE 3
GRADE 4	GRADE 5	GRADE 6
GRADE 7 Custodian	GRADE 8	GRADE 9 Secretary I Head Custodian
GRADE 10 EMS Billing Clerk General Accounting Clerk Head Custodian Recreation Program Asst. Recreation Supervisor Secretary II	GRADE 11 Meter Reader Park Maintenance Worker I Sewer Maintenance I Street Maintenance I	GRADE 12 Accounts Payable Clerk HR Assistant Secretary III Permit Technician Utility Billing Clerk Secretary III Communications Specialist televisi
GRADE 13 General Maint. Mechanic Librarian I – Technical Ser. Librarian I – Public Youth Services Librarian I – Adult Services Line Locator Permit Technician I	GRADE 14 Building & Grounds Maintenance Park Maintenance Worker II HR Coordinator Permit Technician II Sewer Maintenance II Street Maintenance II Technology Services Coordinator	GRADE 15 Meter Utility Technician Water Operator I
GRADE 16 Assistant Golf Superintendent Deputy City Clerk Digital Library Specialist Golf Maintenance Mechanic HR Coordinator HR Generalist Park Maintenance Worker III Payroll Specialist Recreation Area Superintendent Sewer Maintenance III Sports Turf Superintendent Street Maintenance Technology Services Coordinator	GRADE 17 Comm. Spec. – Video Content Equipment Mechanic Park Maintenance Worker III Payroll Specialist Pub. Safety Community Outreach Sewer Maintenance III Street Maintenance III Water Operator II	GRADE 18 Code Enforcement Officer Fire Equipment Mechanic

GRADE 19

Building Inspector I
[Traffic Signal Technician II](#)
Water Operator III

GRADE 20

~~[Senior Accountant II](#)~~
[Building Inspector II](#)

GRADE 21

Comb. Electrical Inspector
[GIS Analyst](#)

GRADE 22

GRADE 23

[Lead Building Inspector](#)
[Senior Accountant II](#)

GRADE 24

ATTACHMENT "C"

ESSENTIAL TOOL LIST

FIRE EQUIPMENT MECHANIC

<u>Drive</u>	<u>Tool Description</u>	<u>Brand</u>	<u>Cost</u>
	Box Tool Roller Chest KRA5319APM	Snap-On	3,000
3/4	Socket Set 7/8 to 2-3/16 W/ Ratchet,Breaker Bar, 2X	Craftsman	350
1/2	Sockets Shallow Impact 7/16 to 1-1/16	Craftsman	150
1/2	Sockets Deepwell Impact 7/16 to 15/16	Generic	100
1/2	Sockets Shallow 7/16 to 1-1/2	Snap-on	250
1/2	Sockets Deepwell 7/16 to 1-1/8	Craftsman	150
1/2	Sockets Shallow Impact Metric 10 to 36mm	Snap-on	360
1/2	Sockets Shallow Metric 10 to 31mm	Snap-on	368
1/2	Sockets Deepwell Metric 10 to 27mm	Craftsman	150
1/2	Extentions 1, 2, 4, 10 & 20 in	Snap-on	175
1/2	Extentions wobble 2, 4, 6 & 8 in	Generic	35
1/2	Universals 1 Hand, 1 Impact	Snap-on	40
1/2	1 Round Head, 1 Tear Drop	Snap-on	165
1/2	Breaker Bar	Craftsman	25
1/2	T-Bar	Craftsman	15
1/2	Speeder Handle	Craftsman	25
1/2	Torqwrench Dial	Snap-on	350
1/2	Torqmultiplier	Sunex	300
3/8	Sockets Shallow 5/16 to 1 in	Snap-on	135
3/8	Sockets Deepwell 3/8 to 13/16	Craftsman	50
3/8	Sockets Shallow Metric 9 to 19mm	Craftsman	50
3/8	Sockets Deepwell Metric 9 to 19mm	Craftsman	50
3/8	Sockets Wobble 3/8 to 3/4	Craftsman	45
3/8	Sockets Allen/Screwdriver Bits 13 pcs	Craftsman	65
3/8	Sockets Allen 1/8 to 3/8	Snap-on	100
3/8	Sockets Allen 4 to 10 mm	Snap-on	125
3/8	Sockets Torx #27 to #55	Snap-on	135
3/8	Sockets Square Drive 1/4 to 1/2	Craftsman	20
3/8	Crow Foot Set 3/8 to 1-7/8	Generic	40
3/8	Crow Foot Line Wrench Set 3/8 to 7/8	Generic	40
3/8	Extentions (2) 2, 6, (2) 10 & (2) 12in	Snap-on/Craftsman	85
3/8	Ratchets 1 Round Head, 1 Tear Drop	Snap-on	135
3/8	T-Bar	Craftsman	12
3/8	Speeder Handle	Craftsman	15
3/8	Breaker Bar	Craftsman	15
1/4	Sockets Shallow 3/16 to 1/2	Craftsman	20

ESSENTIAL TOOL LIST ([FIRE](#) EQUIPMENT MECHANIC-CONTINUED)

Drive	Tool Description	Brand	Cost
1/4	Sockets Deepwell 3/16 to 1/2	Craftsman	20
1/4	Sockets Shallow Metric 4 to 14mm	Snap-on	100
1/4	Sockets Deepwell Metric 4 to 14mm	Craftsman	100
1/4	Sockets Allen/Screwdriver 10 pcs	Craftsman	35
1/4	Ratchets 1 Round Head, 1 Tear Drop	Craftsman	30
1/4	Breaker Bar, T-Bar, Drive Handle, (2) 2, (3) 4in ext	Craftsman	40
	Wrench Set Box/Open 1/4 to 2 in	Craftsman	150
	Wrench Set Double Open 1/4 to 1-7/16	Craftsman	120
	Wrench Set Double Box 3/8 to 9/16	Craftsman	25
	Wrench Set Double Line 1/4 to 3/4	Craftsman	35
	Wrench Set Double Obstruction 7/16 to 7/8	Snap-on	175
	Wrench Set Double Open Thin	Craftsman	65
	Wrench Set Angle Head 3/8 to 1-5/8	Generic/Snap-on	225
	Wrench Set Ignition Combo 14pcs	Craftsman	30
	Wrench Set Ignition Angle Head 14pcs	Craftsman	30
	Wrench Set Metric Box/Open 6 to 24mm	Craftsman	125
	Wrench Set Metric Double Open 10 to 19mm	Craftsman	45
	Wrench Set Metric Double Box 10 to 19mm	Craftsman	45
	Wrench Set Metric Double Line 10 to 19mm	Craftsman	45
	Wrench Set Metric Ignition 8pcs	Craftsman	20
	Allen Wrench Set Standard 24pcs	Craftsman	20
	Allen Wrench Set Long 12pcs	Craftsman	20
	Allen Wrench Set Large 5/16 to 3/4	Generic	50
	Allen Wrench Set Metric 24pcs	Craftsman	20
	Screwdriver Set 20pcs	Craftsman	50
	Pliers, Needle Nose, Channel Lock, Cutter	Craftsman	35
	Pliers Vice Grips 4pcs	Vise Grip	65
	Pliers Long Nose Set 4pcs	Generic	25
	Pick Set 10pcs	Generic	15
	Chisels, Punches, Align Punches, Brass Drift 30pcs	Craftsman	100
	Thread Files 3	Generic	60
	Brake Spring Pliers, Spoon, Shoe Spring Tool	Craftsman	50
	Drill Bits 1/16 to 3/4	Generic	65
	Drill Bits Long 10pcs	Generic	60
	Hammer 12, 16, 40oz, Dead Blow, Rubber	Craftsman	100
	Channel Locks 18in	Craftsman	35
	Pipe Wrench 10, 14 & 24in	Ridgid	150
	Crescent Wrench 6, 12in, Square Jaw 16in	Crescent	65
	Pry Bars Roll Head, Align, 30in Crow, 40in Tank	Craftsman/Generic	100

ESSENTIAL TOOL LIST ([FIRE](#) EQUIPMENT MECHANIC-CONTINUED)

<u>Drive</u>	<u>Tool Description</u>	<u>Brand</u>	<u>Cost</u>
	Pry Bars 12, 24in	Snap-on	50
	Tubing Kit	Imperial/Eastman	75
	Needle File Set 10pcs	Generic	25
	Riffler File Set 10pcs	Generic	25
	File Set, Triangle, Half Round, Flat, Round 15pcs	Generic	65
	Hack Saw W/Blades	Craftsman	25
	Mettal Shears 3pair	Generic	25
	Chain Wrench 36in Chain 12in Handle	Wix	35
	Strut Compressor	Generic	65
	Soldering Gun	Weller	40
	Screw Extractor/Left Hand Drill Bits	Generic	60
	Pipe Taps 1/4 to 3/4	Generic	40
	Compression Tester	Sears	40
	Gages, 0 to 60 psi, Vacuum, Temp	Generic	60
	Spanner Wrenches 6pcs	Generic	50
1in	Impact Wrench	Cleco	300
1/2	Impact Wrench	I/R231	150
1/2	Air Drill	I/R 7803R	150
	Tire Buffer	I/R 327	100
	Air Cut-Off Tool	Generic	40
	Multimeter	Fluke 7-60	100
	4,000 lbs Shop Crane	Generic	600
			1,845

ATTACHMENT "D"

ESSENTIAL TOOL LIST

GENERAL MAINTENANCE MECHANIC

Top box Snap-on

Bottom box Snap-on 2 side box Snap-on creeper Snap-on

1/2" impact deep well Snap-on 1/2 -1 1/4

1/2" impact shallow proto 1/2-1 1/8

1/2" impact deep well Snap-on 10-36 metric

1/2" impact shallow Mac 10 - 36 metric

1/2" chrome deepwell slkl 7/16 - 7/8

1/2" chrome deepwell Mac 10 -19 metric

1/2" chrome shallow Craftsman 10 -17 metric

1/2" chrome shallow Craftsman 7/16 - 7/8

3/8" impact deepwell Snap-on 3/8 - 3/4

3/8" impact deepwell Snap-on 8 - 24 metric

3/8" wabbles shallow impact Snap-on 3/8 - 3/4

3/8" wabblers shallow impact Snap-on 9 -19 metric

3/8" shallow impact Snap-on 5/16 - 3/4

3/8" shallow impact Snap-on 10 -18 metric

3/8" chrome shallow Craftsman 3/8 -13/16

3/8" chrome shallow Craftsman 10 -19 metric

3/8" chrome deepwell Craftsman 3/8 - 7/8

3/8" chrome deepwell Craftsman 10 -19 metric

3/8" wabbles shallow Snap-on 5/16 - 3/4

3/8" allen sockets Mac 1/8 - 5/16 (4)

3/8" allen sockets Snap-on 1/4, 5/16, 3/8

3/8" allen sockets Snap-on 4 -10 metric

3/8" inverted torque Craftsman 6 -16 metric

3/8" torque Craftsman 40-60

3/8" star sockets Mac 1/4 - 5-8

3/8" draglink socket Mac

3/8" oil sender socket challenger 1/4" impact shallow Mac 1/4 -1/2

1/4" impact shallow Mac 5.5 -13 metric

1/4" chrome deepwell Snap-on 3/16 -9/16

1/4" chrome deepwell Snap-on 5 -14 metric

1/4" chrome shallow Craftsman 5/32 - 1/2

1/4" chrome shallow Craftsman 4 -13 metric

1/4" allen sockets Snap-on 1/16 -1/4

1/4" torque Craftsman 10-27 metric

3/4" chrome socket 15/16 - 2

1/2" wheel drive sockets Snap-on 1/2 -3(4)

ESSENTIAL TOOL LIST (GENERAL MAINTENANCE MECHANIC-CONTINUED)

½ big oil filter wrench
½ strap on oil filter wrench
½ X 3Mac oil filter cups
½ Craftsman impact gun
½ air drill
¾" Craftsman impact gun
c/p air zip gun w/bits ¾" die grinder w/attachments
¼" Mac air ratchet
2 Mac airgun blower
1/16 -1/2 Mac drill bits
¼" bit Snap-on torque wrench
¾" Snap-on torque wrench
½" Snap-on torque wrench
¾" impact driver
2 Snap-on ¾" - 13/16 wheel sockets w)
¼" s-k spinner ¼"Mac swivel
¼" extension 2-3(2) 6 -14 Mac
¼" Snap-on ratchets (2)
¼" thorsen breaker bar
¾" Craftsman extension 1 1/2 - 3 - 6 - 20
¾" Snap-on swivel(2) ½" Snap-on ratchet
½" Craftsman extension 5 -10
½" Snap-on breaker bar
½" wabbles Snap-on (1) Walden (1)
15 piece punch and chisel set
8 thorsen punches
3 thorsen chisels
2 brass cal-van drifts
4 piece pick set Snap-on 5 creston wrenches 2-6-8-16-18
set comb wrenches Snap-on ¼" - 1 ¼" long 12 point set comb wrenches Craftsman ¼" - 1
long crow foot Snap-on ¾" - 7/8 - 3/8
pickle forks
set nut drives Snap-on ¼" - 5/8 set of nut Craftsman drives 5 -11 ratchet wrench offset ½" -
9/16 blue point set of angle wrenches man ¾" - 3/4 set wrenches matco ¼" - 3/4 (6) point
set wrenches Mac 7/16 - 3/4 12 point medium set wrenches Snap-on ¼" - 13/16 line
wrenches set wrenches Craftsman 6 -18 metric open end set wrenches Snap-on 10-19 short
metric combo set wrenches Snap-on 8 - 22 long metric combo
10 piece Snap-on screw driver set
10 piece Matco screw driver set
4 piece Snap-on little screw driver
13 piece Craftsman combo screw driver set

ESSENTIAL TOOL LIST (GENERAL MAINTENANCE MECHANIC-CONTINUED)

2 long Mac screw driver long Snap-on screw driver 2 b/s Snap-on screw driver 3 comb
Snap-on screw driver small central screw driver
2 long swivel Snap-on 5/8 - 13/16 spark plug sockets
4 hook Snap-on hook pry bar
3 flat Snap-on pry bar
flat Craftsman pry bar
2 Snap-on bearing holder
wheel steering tool Snap-on
puller w/bolts Mac
puller w/bolts cal-van(T)
pulley puller otc
6 vise grips
5 Snap-on plier sets
7 Snap-on snap ring pliers
band pliers k-d
tin snips wiss
flat vise grip tanners
9 hammer steel-brass deadblow Snap-on/Craftsman
2 gasket scraper
1 wire brush
2 fuller pipe wrenches 14" - 18"
allen wrench set allen 1/16 - 5/8
set allen wrenches Snap-on 3 -19 metric
big channel lock pliers 1/8 - 16
tap/die set Craftsman 19 piece metric
tap/die set Craftsman 1/8 -1/2
set of battery tools plier/puller/cleaner
3/4" ratchet breaker bar 2 extensions
comp tester Craftsman
vacuum tester
dent puller
vacuum gage
remote start
test light Snap-on
set of line wrenches metric 9 -17
pliers cable cutter
terminal pliers Snap-on
tire tools 12"
misc hand tools
solder gun weller
thread chaser Snap-on
radiator tester Snap-on

ESSENTIAL TOOL LIST (GENERAL MAINTENANCE MECHANIC-CONTINUED)

t bar puller Snap-on w/bolts
telescoping magnets Craftsman
slide hammer tires
cordless 3/8" drills Craftsman w/light 1, 4, 9, w
pop rivets gun w/ case
square jaw pipe wrench
left hand drill set Mac
set of EZ outs Mac
flaring tool w/cutter blue point
set 13 piece hole saw Mac
4 inch hole saw
3 big sockets 6 point 2 9/16, 3 1/4, 4 1/8
cylinder hone ring compressor otc
set of brake tools Mac pliers/spoons v
alve spring compressor
tail pipe cutter blue point
set of misc clip removers Snap-on
2 radiator cap pliers blue point
antifreeze tester
3 clap vise grip
set files assorted
caliper
9" Craftsman mag level
wheel dust cap puller
multi-metric Craftsman
tool tot
25ft tape measure Stanley
wheel bearing greaser
B-S clutch tool

ATTACHMENT "E"
 CITY OF PAPIILLION
 PCEA PAY SCALE (64%)
 First Pay Period – February 2023-19

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

CITY OF PAPIILLION
PCEA PAY SCALE (42%)
First Pay Period - February 20~~24~~20

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

CITY OF PAPIILLION
PCEA PAY SCALE (3%)
First Pay Period - February 20~~20~~²¹

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

CITY OF PAPIILLION
PCEA PAY SCALE (3%)
First Pay Period - February 20~~20~~²²

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

ATTACHMENT "F"

PERFORMANCE EVALUATIONS

~~Performance evaluation forms are not consistent in the number of categories evaluated. Therefore, a total number value cannot be standard or assigned.~~

Historically, the following values have been assigned to each rating and applied to each category:

Unsatisfactory	1
Requires Improvement	2
Satisfactory	3
Above Average	4
Superior	5

To receive an overall satisfactory rating, the employee must receive an average rating of 3.0 or better. The average rating is calculated by adding each assigned value for each category rating and dividing by the number of ratings.

Example 1:

Performance Rating	Rating Value	# of Categories	Value Total
Unsatisfactory Rating	(1)	1	1
Requires Improvement	(2)	3	6
Satisfactory	(3)	6	18
Above Average	(4)	2	8
Superior	(5)	<u>0</u>	<u>0</u>
Value Total		12	33
Overall Rating		Requires Improvement	2.75

Example 2:

Performance Rating	Rating Value	# of Categories	Value Total
Unsatisfactory Rating	(1)	0	0
Requires Improvement	(2)	2	4
Satisfactory	(3)	8	24
Above Average	(4)	3	12
Superior	(5)	<u>0</u>	<u>0</u>
Value Total		13	40
Overall Rating		Satisfactory	3.08

INDEX

A	
ACCOMMODATIONS WHILE AT CONFERENCES	57
ANNIVERSARY DATE	6,49, 52
AUTHORIZATION FOR PAYROLL DEDUCTION	654
B	
BASE RATE OF PAY	6,23,26,30,33,34,43,44,45,48
BENEFIT ACCRUALS	28
BEREAVEMENT LEAVE	33
C	
CALL-BACK	434
CERTIFICATIONS	18,53,59
CLASS (assigned work duties)	6
CLASS (education, school, training)	59
CLASSIFICATION	6,8,10,18,19,23,41,47,52
CLASSIFIED SERVICE	47
CLEANING SERVICE	39
COBRA PROGRAM	55
COMPENSATORY TIME	46
COMPENSATORY TIME OFF	46
COMPENSATORY TIME SELL BACK	46
CONSTRUCTION	5
CONTRIBUTION TO RETIREE HEALTH INSURANCE	56
D	
DEPARTMENT HEAD	6,7,8,13,16,18,21,30,35,36,37,38,41,43,44,53,59
DEFINITIONS	6
DENTAL INSURANCE COVERAGE	54
DISABILITY	20,30,55
DRUG AND ALCOHOL-FREE WORKPLACE	13
DUES CHECK-OFF	15
DURATION OF AGREEMENT	632
E	
ELECTION DUTY	25
ELECTIVE RETIREE HEALTH INSURANCE BENEFIT	56
ELIGIBILITY TO PARTICIPATE	56
ELIGIBILITY TO REMAIN ON RETIREE HEALTH INS PLAN	56
EMERGENCY WORK HOURS	412
EMPLOYEE ASSISTANCE PROGRAM (EAP)	14
EXTENDED FAMILY	7,8,47,48,67
EQUAL OVER-TIME OPPORTUNITIES	434
EQUIPMENT	39,40
ESSENTIAL TOOLS: FIRE EQUIP MECH.	687
ESSENTIAL TOOLS: GEN. MECH.	710
G	
GOVERNING BODY	7
GRADE ASSIGNMENT	7,8,47,48,67
GRADE ASSIGNMENT ADJUSTMENTS	48
GRADE ASSIGNMENT ATTACHMENT	676
GRIEVANCE	7,8,12,16,17,19,61
H	
HEALTH INSURANCE COVERAGE	54
HIGHER GRADE ASSIGNMENTS	47,48
HOLIDAYS	7,8,23,24,25,29,34,35,41,44,45
HOURS OF WORK	412
I	
ILLEGAL SUBSTANCES	13
IMMEDIATE FAMILY	7,30,33
INDIVIDUAL ROOMS	57
INSURANCE	54
INTRODUCTORY FULL-TIME EMPLOYEES	8
INTRODUCTORY PERIOD	7,18,52
J	
JOB DESCRIPTION	7,59
JUNIOR/SENIOR RELATIONSHIP	52
JURY DUTY	24
L	
LABOR ORGANIZATION	6,7,9,12,20
LAYOFF	7,8,31
LEAVE WITH PAY	28
LEVEL I POSITION	52,53
LEVEL II POSITION	52,53
LICENSES	59
LICENSING AND CERTIFICATIONS	59
LINE-OF-DUTY DEATH	7,60
LIFE INSURANCE COVERAGE	54
LIST OF ATTACHMENTS	4
LONGEVITY	48
LONG-TERM DISABILITY	55
LUMP SUM AMOUNTS	49
LOWER-GRADE ASSIGNMENTS	48
M	
MAINTENANCE OF STANDARDS	610
MANAGEMENT RIGHTS	10
MERIT PAYMENT	49
MILITARY LEAVE	28
N	
NON DISCRIMINATION	20
NON-WATER OPERATOR EMPLOYEES	44
O	
OBSERVED AS A HOLIDAY	34
OBSERVED HOLIDAY	44,45
ON-CALL	445
OUTSIDE EMPLOYMENT	21
OVERTIME, AND CALL-BACK, STANDBY, & ON-CALL ..	434
OVER-TIME PAY	434
P	
PAY	29,48
PAY PLAN ADJUSTMENT	52

[PAYCHECK](#) 8,15,40,48,49,54
PCEA BUSINESS 378
PCEA GRADE ASSIGNMENT ATTACHMENT 67
PCEA OFFICIALS..... 37
PCEA PAY SCALES 754
PENSION 29
PERFORMANCE EVALUATIONS 4,6,49,53,798
PERSONAL LEAVE DAYS..... 356
PERSONNEL MANUAL 8,9,14,52
POLITICAL ACTIVITY 58
POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT ..32
POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT
PLAN (HRA) 32
PREAMBLE 2
PROHIBITION OF WORK STOPPAGES AND
DISRUPTIONS 12
PROMOTION 6,8,10,52,53

R

RECOGNITION 9
REDUCTION IN FORCE POLICY..... 18
REGULAR FULL-TIME EMPLOYEE 6
REGULAR HOURS 412
RESIGNATION..... 8
RETIREMENT 51
RETURN FROM LEAVE 28
REVOCAION OF AUTHORIZATION FOR PAYROLL
DEDUCTION 665

S

SAFETY COMMITTEE 367
SATISFACTORY EVALUATION 52
SAVINGS CLAUSE..... 624
SCOPE OF AGREEMENT..... 643
SEPARATION 7,8,23,29,31,35,39,40,46,49
SHIFT DIFFERENTIAL..... 50
SICK LEAVE 30
SPECIAL EVENT HOURS 412
STANDBY 43

[STRIKE](#) 12
[SUPERVISOR](#) 7,8,14,16,23-28,30,35,38,39,41,43,59
[SUPERVISORY MANAGEMENT PERSONNEL](#) 47
[SUSPENSION](#)..... 8,59

T

[TERMINATION](#) 8,13,14,21,23,26,35,40,59
[TOOL REIMBURSEMENTS](#) 39
TRAINING AND EDUCATIONAL CONFERENCES..... 42
TRANSFER..... 6,7,8,10,18,52

U

[UNIFORMS](#) 38,40
UNIFORMS AND EQUIPMENT 39
USERRA INSURANCE..... 29

V

[VACANCY](#)..... 8,52
VACATION LEAVE 22
[VOLUNTARY CONTRIBUTIONS](#)..... 51
VOTING LEAVE..... 27

W

WAGE ADJUSTMENTS 48
WAGE CORRECTION PERIOD 8
WAGES 48
[WATER OPERATOR I, II, & III EMPLOYEES](#)..... 45
WEEKEND DIFFERENTIAL..... 4950
WITNESS DUTY 26
WORK BREAKS 412
[WORK PERIOD](#)..... 8,48
[WORKERS' COMPENSATION](#)..... 8,30,31,60
WORKING OUTSIDE OF CLASSIFICATION..... 47
WRITTEN PROPOSALS 63

2023-2027 PCEA AGREEMENT

SUMMARY OF CHANGES

JANUARY 17, 2023

In accordance with the changes made to the labor agreement, effective February 3, 2023, through February 2, 2027, the following identifies a summary of significant changes to each article. Where an article is not listed, no changes were made. Minor editing, formatting, grammar spacing, numbering, re-numbering and punctuation changes may or may not be listed below.

ARTICLE	CHANGES MADE:
EFFECTIVE DATE	-February 3, 2023, through February 2, 2027; changes made to reflect the new 48-month duration.

TABLE OF CONTENTS -Table of Contents was updated with the appropriate titles and page numbers.

ENTIRE DOCUMENT	FORMATTING CHANGES
	-Throughout Entire Contract – Replace “his/her” and “he/she” with the appropriate gender-neutral terms. -Throughout Entire Contract – Replace references “above”, “below”, or “herein” to sections within articles with “of this Article” to clarify which Section is being referenced. -Throughout Entire Contract – Grammar, typos, & non-substantial editing changes.

Article 1	DEFINITIONS
	-The following definitions were modified: <ul style="list-style-type: none">- <u>Classification</u>: moved examples of classifications from Promotion definition to Classification definition.- <u>Introductory Period</u>: replaced incorrect word with the correct words in the definition.- <u>Promotion</u>: expanded definition to include current practice and moved the examples of classifications to the Classifications definition.
	-The following definition was removed: <ul style="list-style-type: none">- <u>Wage Correction Period</u>: due to not being applicable for the current contract.
	-The following definition was added: <ul style="list-style-type: none">- <u>Line-of-Duty Death</u>: due to adding a line-of-duty death benefit to the contract.

Article 10	OUTSIDE EMPLOYMENT
Section 1	-Clarify that an employee must submit written notice to their department head of their outside employment on an approved form.

Article 18	POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT PLAN (HRA)
TITLE	-Change title from “POST-EMPLOYMENT HEALTH PLAN” to “POST-EMPLOYMENT HEALTH RETIREMENT ACCOUNT (HRA) PLAN”

Sections 1-3	-Technical Changes to update article to reference that it is a HRA and not a PEHP plan.
--------------	-----------------------------------------------------------------------------------------

Section 3 -Change contribution to employees' HRA account if employees have at least 16 hours of personal leave remaining on October 1st of each year, instead of 8 hours.

Article 20 HOLIDAYS

NEW Section 2 -Add section to clarify all PCEA employees will receive holiday pay for the holiday listed in Section 1.

Section 4 (prev. §3) -Remove previous contract language in entire section.
-Add new language to describe current practice of paying employees who work the observed holiday an additional 2.5 times the actual hours worked on the observed holiday.

NEW Section 5 -Add new language to describe current practice of paying employees who work the actual holiday an additional 2.5 times the actual hours worked on the holiday.

Article 21 PERSONAL LEAVE DAYS

Section 1 -Add language to clarify that City understands there are more holidays celebrated by employees or additional reasons for personal time off.
-Increase number of personal leave days from 2 days per year to 3 days per year.
-Change how personal leave days are pro-rated upon hiring a new employee.

Article 24 UNIFORMS AND EQUIPMENT

Section 1 -Strike "equipment and" from two locations since the section is discussing uniforms only and not equipment.
-Change "Equipment Mechanic" to "Fire Equipment Mechanic" and "Meter Technician" to "Utility Technician" in the list of employees that will be provided City-issued uniforms.
-Add "Line Locator" and "Traffic Signal Technician II" to the list of employees that will be provided City-issued uniforms.
-Add "Building Inspector I", "Building Inspector II", "Lead Building Inspector" and "GIS Analyst" to the list of employees in paragraph 3 that receive the uniforms listed in paragraph 3.

Sections 5 & 6 -Switch the two sections so Sections 1-5 are all together since they all five address uniforms and articles of clothing. No changes to the language in either section.

Section 5 (prev. §6) -Increase the maximum uniform allowance for employees not receiving uniforms from \$100 per year to \$150 per year.

Section 6 (prev. §5) -Replace "Equipment Mechanic" to "Fire Equipment Mechanic" in paragraph 2.

NEW Section 7 -New section to clarify that the City will provide employees with the required equipment and electronics for employees to perform their work.

Section 8 (prev. §7) -Add clarification language to say that all City-issued uniforms, clothing, equipment, or electronics must be returned upon separation of employment.

Article 25 HOURS OF WORK

Section 1 -Clarify current practice of counting "personal leave" toward the hours an employee works in a pay period.

Section 3 -Add the positions of "Fire Equipment Mechanic", "Utility Technician", "Building Inspector I", "Building Inspector II", "Lead Inspector", and "Traffic Signal Technician II" to the list of employees who can take two 15-minute breaks in lieu of an unpaid meal break.

Article 26 OVERTIME AND CALL-BACK

TITLE	-Change title from “OVERTIME AND CALL-BACK” to “OVERTIME, CALL-BACK, STANDBY, AND ON-CALL” to clarify what is covered in the article.
Section 2	-Insert the word “physically” in the first paragraph to clarify that call-back is for employees who are notified that they need to physically return to work.
Section 4	-Clarify that employees shall safely report to duty when called back to work instead of being required to return to work within 30 minutes. -Increase standby compensation for actual and observed holidays from 2 hours of base rate pay to 4 hours of base rate pay.
Section 5	-Insert language that states how Non-Water Operator Employees and Water Operator Employees will be compensated for on-call hours. -Increase on-call pay from ½ an hour of pay for each 24-hours on-call to 1 hour of pay on standard work days and 2 hours of pay on holidays and weekends with at least 14-days’ notice. -Increase on-call pay from ½ an hour of pay for each 24-hours on-call to 2 hours of pay on standard work days and 4 hours of pay on holidays and weekends with less than 14-days’ notice. -Insert language that clarifies on-call activities for employees and when on-call becomes call-back.

Article 28 WORKING OUTSIDE OF CLASSIFICATION

Section 1	-Insert the word “service” to match the new definition of a “classified service” employee. -Replace the word “classification” with “grade assignment” to match definitions.
Section 2	-Insert the word “service” to match the new definition of a “classified service” employee.
Section 3	-Re-word the section to clarify the language and to match the definitions.

Article 29 WAGES

Section 1	-Changes made to provide a 6.0% wage adjustment for the first full pay period in February of 2023, a 4% wage adjustment for the first full pay period in February of 2024, and 3% wage adjustments for the first full pay periods in February of 2025 and 2026 -Insert “Full” to clarify “First Full Pay Period” in February for the effective beginning on dates of the pay increases each year. -Add language to clarify when wage adjustments are effective and what pay check they are first paid out on.
Section 3	-Updated the years for the higher grade assignments and replaced the previous contract positions that moved up on the grade assignments with the new positions to match the comparability study’s results on the placement of positions. -Delete the paragraphs related to lower grade assignments due to the paragraphs not being relevant in the current contract.
Section 4	-Modify previous merit payment language. Add language to say stepped out (Step 8) employees are eligible for up to 4% merit increases based on a tiered performance score system.
Section 5	-Remove “Papillion Landing” to clarify that weekend differential does not cover any of the recreation personnel or the library personnel.
Section 6	- Remove “Papillion Landing” to clarify that shift differential does not cover any of the recreation personnel or the library personnel.

Article 31 Section 2	PAY PLAN ADJUSTMENT -Insert "Street" to clarify the position title of "Street Maintenance Worker I". -Add language in paragraph 2 to clarify the current practice of the City Administrator approving promotions between 3 and 4 years, and that the early promotions must have a mutual benefit to both Parties.
Article 32 Section 1	INSURANCE -Health Insurance Coverage: Strike "Effective October 1, 2019" and replace with "All regular" since the effective language is not necessary to be included in the current contract. -Life Insurance Coverage: Increase life insurance coverage amount from \$30,000 to \$50,000 per employee, effective October 1, 2023.
Article 36 Section 2	LICENSING AND CERTIFICATIONS -Add language to clarify that employees are responsible for maintaining their licenses and certifications. -Add language to clarify that the employees need to submit their list of licenses and certifications to their supervisors by January 5 th of each year in order to get paid the stipend in the first full pay period of February.
Article 37 (New) Section 1	LINE-OF-DUTY DEATH -Add new article and section for a line-of-duty death benefit of \$10,000 for funeral expenses in addition to life insurance and worker's compensation payments.
Article 40 (prev. 39) Section 1	DURATION OF AGREEMENT -Changes made to reflect time period of agreement; February 3, 2023 through February 2, 2027.
Section 3	-Changes made to reflect time period of the City and PCEA to exchange written proposals; prior to September 30, 2026.
Article 41 (prev. 40)	SCOPE OF AGREEMENT -Change made to year effective date from 2019 to 2023
Attachment B	GRADE ASSIGNMENT -Change made to year effective date from 2019 to 2023. -Changes made to various positions throughout the Grade Assignments as a result of the City's Wage Comparability Study, in correspondence to the Grade Assignment Adjustments listed in Article 29. – Wages, Section 3. -Changes made to various position titles to correspond with edited job titles. -Formatting changes to better read job titles & to alphabetize the job titles in each Grade.
Attachment E	CITY OF PAPHILLION PCEA PAY SCALE -Changes made to years' effective dates. -Updated the PCEA Pay Scales to reflect the agreed-upon annual wage increases.