

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 18, 2007 AGENDA**

Subject:	Type:	Submitted By:
PUBLIC WORKS EMPLOYEES COLLECTIVE BARGAINING GROUP — MOU AND PERSONNEL POLICY AMENDMENTS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared approving a three-year Memorandum of Understanding (MOU) with the Public Works Employees Collective Bargaining Group from October 1, 2007 through September 30, 2010. Two additional resolutions have been prepared to incorporate changes to the Employee Personnel Rules and Regulations to reflect the negotiations. Amendments to the Compensation Ordinance have also been prepared for consideration under a separate agenda item.

FISCAL IMPACT

The proposed MOU provides for an increase in the hourly wage rate of 3% in FY 2007, 3% in FY 2008 and 3% in FY 2009.

RECOMMENDATION

Approval.

BACKGROUND

The existing MOU with the Public Works Collective Bargaining Group will expire on September 30, 2007. The terms of a new MOU have been negotiated and a copy attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING AN EMPLOYMENT AGREEMENT BETWEEN THE LA VISTA PUBLIC WORKS EMPLOYEES' COLLECTIVE BARGAINING GROUP AND THE CITY OF LA VISTA.

WHEREAS, the representatives for the La Vista Public Works Employees and the City of La Vista have negotiated an employment agreement in good faith, and

WHEREAS, the terms of said agreement have been designated in the attached Memorandum of Understanding signed by both parties, and

WHEREAS, said agreement is to be effective for a period of three years.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska that the Memorandum of Understanding between the La Vista Public Works Employees' Collective Bargaining Group and the City regarding salary and benefit adjustments for fiscal years 2008, 2009 and 2010 be, and the same hereby is ratified.

PASSED AND APPROVED THIS _____ DAY OF _____, 2007.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

**Memorandum of Understanding
FY 2008, FY 2009 & FY 2010**

It is agreed as follows between the City of La Vista and the La Vista Public Works Employees Collective Bargaining Group that:

1. The City recognizes the La Vista Public Works Employees Collective Bargaining Group as the bargaining representative for those public works employees of the City of La Vista holding regular full-time positions in the following classifications:

Existing JobTitle

Shop Foreman

Street Foreman, Park Foreman or Sewer Foreman

Asst. Mechanic

Maintenance Worker II

Maintenance Worker I

excluding, however, all supervisory, seasonal, temporary, and part-time employees. It should be noted that during the term of this MOU the City may review and revise the position titles as listed above. Such review will not impact the employees' classification or status in the bargaining group.

2. Collective bargaining and Memorandum of Understanding administration activities will not be conducted during working hours except for negotiation sessions scheduled with the City and limited meetings that do not interfere with regularly scheduled work activities and respecting which prior notice and consent has been given by the Public Works Director.
3. During the term of this Memorandum of Understanding and any extensions hereof, employees will be compensated in accordance with the hourly wage rates set forth in Appendix "A", Appendix B and Appendix "C" hereto, as applicable.
4. Regular full-time employees covered by the terms of this MOU, and their families, shall be entitled to be enrolled in the group health and dental insurance programs maintained by the City.

The City's employer share shall be eighty (80) percent of the amount of the actual premium and the employee shall pay the twenty (20) percent balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single.

For employees that elect single coverage, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten (10) percent balance of the actual premium via payroll deduction.

5. The City will pay Public Works employees overtime at the rate of one and one-half times the employee's contractual hourly rate for all hours worked on the Saturday and Sunday of the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned on said Saturday and Sunday.
6. The current City Compensation Ordinance and/or current Personnel Manual shall control over areas not specifically addressed in this Memorandum of Understanding. As used in this Memorandum of Understanding, the "current City Compensation Ordinance" shall be deemed

to include the City Compensation Ordinance as it exists on the date hereof as well as any amendments thereto hereafter adopted by the City, and the "current Personnel Manual" shall be deemed to include the Personnel Manual of the City as it exists on the date hereof as well as any amendments thereto hereafter adopted by the City.

7. The mandatory or permissive nature of any subject, matter or issue included in or treated in this Memorandum of Understanding is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from treatment or inclusion of such subject herein. The inclusion of any subject, matter or issue herein shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the City's management prerogative or right in respect thereto.

The undersigned hereby agree to the above employment conditions for the three-year period October 1, 2007, through September 30, 2010.

The City shall have no obligation to negotiate any successor Memorandum of Understanding hereto unless the La Vista Public Works Employees Collective Bargaining Group certifies to the City in writing, not later than the first day of the month of February immediately preceding the beginning of the City's fiscal year 2008 (i.e., by February 1, 2007), that the majority of the bargaining unit members continue to desire to be represented for collective bargaining purposes by the La Vista Public Works Employees Collective Bargaining Group. In the event the La Vista Public Works Employees Collective Bargaining Group so certifies, it shall maintain such records as will enable it to document such desire by a majority of the bargaining unit members.

EXECUTED THIS _____ DAY OF _____, 200____.

CITY OF LA VISTA

LA VISTA PUBLIC WORKS
EMPLOYEES COLLECTIVE
BARGAINING GROUP

Douglas Kindig, Mayor

By: _____

ATTEST:

Pamela A. Buethe, CMC
City Clerk

By: _____

Appendix A

The hourly rates shown on this Appendix A shall be for the contract year October 1, 2007, through September 30, 2008 reflecting a 3 % COLA for all covered positions.

Classification:

Public Works

Collective Bargaining

Hourly Non-Exempt	Range	A	B	C	D	E	F	G
Shop Foreman	Hourly	16.62	17.45	18.32	19.23	20.18	21.21	22.26
	Monthly	2,882	3,024	3,176	3,333	3,497	3,676	3,858
	Annual	34,578	36,292	38,113	39,999	41,970	44,112	46,297
Park Foreman	Hourly	15.85	16.61	17.46	18.33	19.22	20.20	21.21
	Monthly	2,748	2,880	3,026	3,178	3,331	3,501	3,676
	Annual	32,972	34,557	36,314	38,135	39,977	42,012	44,112
Asst. Mechanic	Hourly	15.70	16.45	17.29	18.16	19.03	20.00	21.00
	Monthly	2,721	2,851	2,998	3,148	3,299	3,467	3,640
	Annual	32,650	34,214	35,971	37,771	39,592	41,605	43,684
Maintenance Worker II	Hourly	14.36	15.06	15.81	16.61	17.44	18.29	19.21
	Monthly	2,489	2,610	2,740	2,880	3,023	3,171	3,330
	Annual	29,865	31,322	32,886	34,557	36,271	38,049	39,956
Maintenance Worker I	Hourly	11.63	12.21	12.81	13.46	14.16	14.85	
	Monthly	2,016	2,116	2,221	2,333	2,455	2,574	
	Annual	24,188	25,387	26,651	28,001	29,458	30,893	

Appendix B

The hourly rates shown on this Appendix B shall be for the contract year October 1, 2008, through September 30, 2009 reflecting a 3 % COLA for all covered positions.

Classification:

Public Works

Collective Bargaining

Hourly Non-Exempt

	Range	A	B	C	D	E	F	G
Shop Foreman	Hourly	17.12	17.97	18.87	19.81	20.79	21.85	22.93
	Monthly	2,967	3,115	3,271	3,434	3,604	3,787	3,975
	Annual	35,610	37,378	39,250	41,205	43,243	45,448	47,694
Park Foreman	Hourly	16.33	17.11	17.98	18.88	19.80	20.81	21.85
	Monthly	2,831	2,966	3,117	3,273	3,432	3,607	3,787
	Annual	33,966	35,589	37,398	39,270	41,184	43,285	45,448
Asst. Mechanic	Hourly	16.17	16.94	17.81	18.70	19.60	20.60	21.63
	Monthly	2,803	2,936	3,087	3,241	3,397	3,571	3,749
	Annual	33,634	35,235	37,045	38,896	40,768	42,848	44,990
Maintenance Worker II	Hourly	14.79	15.51	16.28	17.11	17.96	18.84	19.79
	Monthly	2,564	2,688	2,822	2,966	3,113	3,266	3,430
	Annual	30,763	32,261	33,862	35,589	37,357	39,187	41,163
Maintenance Worker I	Hourly	11.98	12.58	13.19	13.86	14.58	15.30	
	Monthly	2,077	2,181	2,286	2,402	2,527	2,652	
	Annual	24,918	26,166	27,435	28,829	30,326	31,824	

Appendix C

The hourly rates shown on this Appendix B shall be for the contract year October 1, 2009, through September 30, 2010 reflecting a 3 % COLA for all covered positions.

Classification:

Public Works

Collective Bargaining

Hourly Non-Exempt

	Range	A	B	C	D	E	F	G
Shop Foreman	Hourly	17.63	18.51	19.44	20.40	21.41	22.51	23.62
	Monthly	3,056	3,208	3,370	3,536	3,711	3,902	4,094
	Annual	36,670	38,501	40,435	42,432	44,533	46,821	49,130
Park Foreman	Hourly	16.82	17.62	18.52	19.45	20.39	21.43	22.51
	Monthly	2,915	3,054	3,210	3,371	3,534	3,715	3,902
	Annual	34,986	36,650	38,522	40,456	42,411	44,574	46,821
Asst. Mechanic	Hourly	16.66	17.45	18.34	19.26	20.19	21.22	22.28
	Monthly	2,888	3,025	3,179	3,338	3,500	3,678	3,862
	Annual	34,653	36,296	38,147	40,061	41,995	44,138	46,342
Maintenance Worker II	Hourly	15.23	15.98	16.77	17.62	18.50	19.41	20.38
	Monthly	2,640	2,770	2,907	3,054	3,207	3,364	3,533
	Annual	31,678	33,238	34,882	36,650	38,480	40,373	42,390
Maintenance Worker I	Hourly	12.34	12.96	13.59	14.28	15.02	15.76	
	Monthly	2,139	2,246	2,356	2,475	2,603	2,732	
	Annual	25,667	26,957	28,267	29,702	31,242	32,781	

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 7, OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING NATIONAL GUARD OR RESERVE ACTIVE DUTY MILITARY LEAVE OF ABSENCE.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, it is being proposed that Subsection 7.23 in the manual regarding the reference to allowable military leave be amended to reflect that the limitation on the amount of leave allowed shall be during the fiscal year rather than the calendar year; and

WHEREAS, it is the desire of the City Council to amend Section 7, of the Personnel Policy and Procedures Manual to incorporate the change to the above listed subsection; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change submitted at the City Council meeting to Section 7.23 regarding National Guard or reserve active duty military leave of absence.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2007

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Employees can request that authorized payments be made directly to them or deposited into their pension account with the City. Deposits to the pension account are governed by the pension plan document and administrative procedures established by the City Administrator.

7.23 **Pay During National Guard or Reserve Active Duty:**

- (1) State of Nebraska Non-Emergency Active Service: All employees who are active members of the National Guard or other military reserve component (Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve or Coast Guard Reserve) shall be entitled to a military leave of absence from their respective City duties at their full regular City pay or compensation when employed with or without pay on a non-emergency basis under the orders or authorization of competent authority in the active service of the state or of the United States, for not to exceed the Limitations set forth in this paragraph. Such military leave of absence may be taken in hourly increments and shall be in addition to the employee's regular annual leave. Limitations: (1) A City employee who normally works or is normally scheduled to work 120 hours or more in three consecutive weeks shall be eligible to receive such a military leave of absence of up to 120 hours each fiscal calendar year. (2) A City employee who normally works or is normally scheduled to work less than 120 hours in three consecutive weeks shall be eligible to receive such a military leave of absence each fiscal calendar year equal to the number of hours he or she normally works or would normally be scheduled to work, whichever is greater, in three consecutive weeks. See also, subsection 8.1(5) of this Manual.
- (2) State of Nebraska Emergency Active Service: If such an employee is ordered into active service of the state pursuant to a declaration of an emergency by the Governor of Nebraska, the employee shall be entitled to a state of emergency leave of absence until the employee is released from active service of the state by competent authority. During a state of emergency leave of absence because of the call of the Governor, the employee shall receive his or her normal City salary or compensation less the state active duty base pay he or she receives in the active service of the state. Such an employee may alternatively choose to receive his or her full City salary and to remit his or her military compensation to the City. See also, subsection 8.1(5) of this Manual.

7.24 **Re-employment:** A former employee who is re-employed shall once again serve an initial probationary period regardless of whether he/she had probationary or permanent status prior to separation. Such initial probationary period may be extended in the same manner as any other initial probationary period.

7.25 **Annual Salary Survey:** The City, to remain competitive in the labor market, shall recognize changes in the cost of living and other variables in the compensation structure by adjusting the grade table or by re-classification of positions. It shall be the responsibility of the City Administrator to determine appropriate adjustments to the grade table annually by analyzing the following general trends:

- (1) Regional, state and municipal compensation trends.
- (2) National compensation trends.
- (3) Local compensation trends.
- (4) Impact of area union contracts on pay scales.
- (5) Cost of living indices.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AMENDING SECTION 8, OF THE CITY PERSONNEL POLICY AND PROCEDURES MANUAL REGARDING HOLIDAY PAY.

WHEREAS, the Mayor and City Council of the City of La Vista, Nebraska, has determined that a need exists to make changes to the existing La Vista City Personnel Policy and Procedures Manual as adopted on December 20, 2005; and

WHEREAS, it is being proposed that Subsection 8.3 in the manual regarding holidays be amended to reflect that employees shall receive holiday pay according to their scheduled shift at the time of the holiday; and

WHEREAS, it is the desire of the City Council to amend Section 8, of the Personnel Policy and Procedures Manual to incorporate the change to the above listed subsection; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the existing La Vista City Personnel Policy and Procedures Manual adopted on December 20, 2005, is hereby amended to reflect the proposed change submitted at the City Council meeting to Section 8.3 regarding holiday pay.

PASSED AND APPROVED THIS 18TH DAY OF SEPTEMBER 2007

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

- d. A TLD assignment for an employee recovering from a work-related injury or illness shall not exceed one hundred eighty (180) calendar days, unless approved in advance by the City Administrator.
- e. An employee on a TLD assignment must present, not less frequently than every thirty calendar days, a current statement from a medical doctor indicating an estimated date of the employee's ability to return to full regular duty.
- f. An employee's refusal to perform a task or job duty that is consistent with (not contrary to) the employee's medical restrictions will be treated as an act of insubordination. The employee will be directed to leave the work site and, if the employee has had an opportunity to reconsider the refusal and to explain his or her position and the insubordination is nevertheless clearly established, the employee will be placed on leave without pay. The employee may be subject to further disciplinary action as deemed appropriate by the City Administrator and/or may be directed to be re-evaluated or to provide further medical documentation to determine his or her ability to perform available TLD work tasks.
- g. An employee on TLD assignment may be assigned several types of work at various and differing locations and work times, as necessitated by changing medical restrictions, by completion of available work of a particular type, or the ability of the City to provide or continue a TLD work assignment.

(4) Anything in this policy that may conflict with any provision of the Nebraska Workers' Compensation Act or any other state or federal statute shall be applied, interpreted and deemed amended so as to be consistent with such Act or statute.

8.3 **Holidays:** The following days are observed as holidays by the City of La Vista:

<u>DAY</u>	<u>WHEN OBSERVED</u>
New Year's Day	January 1
Martin Luther King Day	Second or Third Monday in January as nationally designated
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Fourth Thursday in November
Christmas Day	December 25

(a) When a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, it shall be observed on the following Monday.

- (b) All regular full-time exempt employees of the City of La Vista, except those designated to work, shall receive holidays with pay for holidays observed by the City.
- (c) All regular full-time non-exempt employees of the City of La Vista, except those designated to work, shall receive holidays with pay for holidays observed by the City according to their scheduled shift at the time of the holiday.
- (c) Due to special or emergency needs of the City, or due to an employee's work schedule and/or work assignment, a regular full-time employee may be required by the City to work on a holiday otherwise observed by the City. When this occurs, the Department Head is to make a reasonable effort to allow such an employee a different day off with pay during the same workweek. If allowing a different day off in the same workweek is not possible, and the employee therefore does not receive alternate time off in lieu of holiday time off, the employee shall be paid eight (8) hours pay in lieu of having the day off and shall also be compensated at one and one-half times his or her regular rate of pay respecting the time actually worked on the holiday recognized by the City.

If a holiday falls on a regular full-time employee's regular day off, the employee will be entitled to eight hours pay at his or her regular rate in lieu of the holiday time off, and no alternate day or time off will be allowed in lieu of such pay, except as provided otherwise in this section 8.3 (a)+(2) for holidays falling on Saturdays and Sundays (which shall mean the Saturdays and Sundays shown on the calendar and not any other days of the week which an employee considers to be his or her "Saturday" or "Sunday").

EXAMPLE: Compare a City employee (e.g. one at City Hall) who works Monday through Friday and another employee (e.g. one at the golf course) who works Wednesday through Sunday. In the case of a Monday holiday, the City Hall employee receives 40 hours of pay for 32 hours of work. The golf course employee receives 48 hours of pay for 40 hours of work. Both employees receive 8 hours of pay for 8 hours not worked.

- (d) The City Administrator may disallow holiday pay if an employee is requested to work on the holiday and does not comply with such request.
- (e) No employee will be paid for a holiday unless he/she has actually worked, if scheduled, the working day immediately preceding the holiday and the working day immediately following the holiday, except where the employee is granted special advance approval for pay for the holiday by the City Administrator.

8.4 **Health and Life Insurance:** Regular full-time employees are eligible for enrollment in the group life, health and dental insurance programs maintained by the City. The employee portion of the cost of insurance programs, if any, as established by the Compensation Ordinance, shall be withheld from the employee's earnings as prescribed by the City Council. The conditions and provisions of the master insurance contracts and other plan documents concerning eligibility for coverages, costs of coverages, benefits covered or provided or excluded, limitations of coverage, waiting periods, claims processing procedures, etc., shall control over any contrary or inconsistent provisions in this Manual.