

EXECUTIVE
ORDER

smart #: 23070077
7/19/23/law/jm

NO. 97836

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

I hereby accept and approve on behalf of the City of Lincoln, the attached letter agreement between Amalgamated Transit Union Local No. 1293 (ATU) and the City of Lincoln regarding paid parental leave the City has agreed to provide to eligible ATU-represented individuals for the remainder of the current ATU collective bargaining agreement through August 31, 2024.

The City Clerk is directed to return two copies of this Executive Order and letter of agreement to Marna Munn, Assistant City Attorney, for transmittal to the parties.

Dated this 20 day of July, 2023.


Leirion Gaylor Baird, Mayor

Approved as to Form & Legality:

Approved:


Assistant City Attorney


Human Resources Director

LETTER AGREEMENT

This Letter Agreement ("Letter Agreement") is made this 19th day of July 2023, between the Amalgamated Transit Union Local No. 1293 ("ATU") and the City of Lincoln, Nebraska ("City") (collectively the "Parties"), for the purpose of reducing to writing the Parties' agreement regarding paid parental leave the City will provide to eligible ATU-represented employees, under the terms and conditions set forth herein.

RECITALS

WHEREAS, the City enacted a Paid Parental Leave Policy in May 2023 through Human Resources Policy Bulletin 2023-6 (attached hereto) and Lincoln Municipal Code 2.76.403, which policy is applicable to unrepresented employees; and

WHEREAS, the Paid Parental Leave Policy provides to unrepresented City employees a paid leave benefit for new parents who meet the eligibility requirements and conditions of the program; and

WHEREAS, the Collective Bargaining Agreement between the City and ATU runs from August 19, 2021 through August 31, 2024 ("CBA"); and

WHEREAS, Articles 14, 15, 16, 17, and 18 of the CBA address the subject of leave; and

WHEREAS, although the Parties could have chosen to apply and enforce the CBA as presently constituted, the ATU Union Representatives and City have met and discussed amending the current CBA by letter agreement to provide the paid parental leave benefit to ATU-represented employees; and

WHEREAS, the Parties now agree that the City will provide, and the ATU will accept, the paid parental leave benefit for ATU members, as outlined herein; and

WHEREAS, the Parties intend to be bound by the terms of this Letter Agreement.

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above-stated Recitals are true and correct and are hereby incorporated into this Letter Agreement.

2. **Subject of Bargaining.** The Parties agree that paid parental leave is a mandatory subject of bargaining, the benefit could not be provided by the City to ATU-represented employees without bargaining and an agreement being reached between ATU and the City, and either Party could have chosen to enforce the CBA as presently constituted. Consistent with the foregoing, and the Parties' decisions to seek amendment of the CBA at this time, this Letter Agreement represents the offer and acceptance of the paid parental leave benefit to ATU-represented employees.

3. **Timing and Eligibility.** This Letter Agreement amends the CBA by providing paid parental leave, in accordance with Section 4 of this Letter Agreement, to eligible ATU-

represented employees beginning from the execution date of this Letter Agreement through the end of the current ATU CBA. In order for paid parental leave to apply, the qualifying event must fall on or after the effective date of this Letter Agreement.

4. Paid Parental Leave Benefit.

The following is a summary of the program.

- A. Employees are eligible to receive up to six weeks or 240 hours of paid parental leave following the birth of an employee's child/children or starting the placement of a child/children with an employee through adoption or foster care. Alternate scheduled employees will receive prorated leave hours based on their regularly scheduled work week.
- B. Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, starting the adoption, or foster care placement of a child/children with the employee. Paid parental leave must be exhausted before an employee may utilize sick leave, vacation leave, Personal Convenience Holidays, or other paid leave for the birth, adoption, or placement of a child/children with the employee.
- C. Paid Parental Leave runs concurrent with the Family and Medical Leave Act (FMLA) and City Protected Family Leave, as applicable.
- D. Employees' utilization of Paid Parental Leave is subject to the Human Resource's Paid Parental Leave Policy.


The program is governed by the HR Policy Bulletin, as amended from time to time. During the period from execution of this letter agreement to the end date of the current CBA, Parties expressly consent to City making adjustments and clarifications to the Policy, with notice to, but without further negotiations with, ATU.

5. Entire Agreement and Understanding; Amendment of CBA. This Letter Agreement represents the entire understanding and agreement between the City and ATU as to paid parental leave. Except as otherwise specifically amended by this Letter Agreement, the CBA remains unchanged and shall be applied and enforced as drafted.

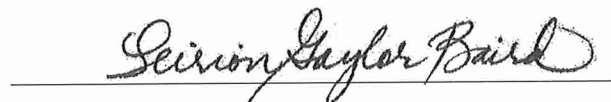
SIGNATURE PAGE

This Letter Agreement is hereby executed by the Amalgamated Transit Union Local No. 1293 on this 20 day of July 2023.

AMALGAMATED TRANSIT UNION LOCAL NO. 1293


John M. O'Brien, President

CITY OF LINCOLN, NEBRASKA
a municipal corporation


Leirion Gaylor Baird, Mayor of Lincoln