



EXECUTIVE
ORDER
NO. 98211

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

I hereby approve and accept on behalf of the City of Lincoln, the attached letter agreement between the Lincoln Police Union (LPU) and the City of Lincoln regarding adjusting hours of work specific to the Criminal Investigations Unit, the City has agreed for eligible LPU-represented individuals for the remainder of the current LPU collective bargaining agreement through August 31, 2025. Pursuant to this letter of agreement, the modified schedule is for the bid year that begins on January 4, 2024 and ends on January 1, 2025.

The City Clerk is directed to return two copies of this Executive Order and the letter of agreement to Barb McIntyre, Human Resources Director, for transmittal to the parties.

Dated this 28 day of November, 2023.


Leirion Gaylor Baird, Mayor

Approved as to form and legality:


Assistant City Attorney

Approved:


Human Resources Director

LETTER AGREEMENT

This Letter Agreement ("Letter Agreement") is made this 9 day of November 2023, between the Lincoln Police Union ("LPU") and the City of Lincoln, Nebraska ("City") (collectively the "Parties"), for the purpose of adjusting hours of work specific to the Criminal Investigations Unit, under the terms and conditions set forth herein.

RECITALS

WHEREAS, the Collective Bargaining Agreement between the City and LPU runs from August 18, 2022 through August 31, 2025 ("CBA"); and

WHEREAS, the Union proposes a modified schedule for the bid year that begins on January 4, 2024, and ends on January 1, 2025, and;

WHEREAS, the Parties agree to amend Article 18, by adding Section 9 to modify the work schedule of the Criminal Investigation Unit (General Investigation) to address coverage needs; and

WHEREAS, the modified schedule shall be implemented on a trial basis for the above-mentioned time frame, unless both parties agree to extend or establish the language as permanent during regular contract negotiations; and

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

NOW THEREFORE, the Parties agree as follows:

1. The above stated Recitals are true and correct and are hereby incorporated into this Letter Agreement.
2. Article 18, Hours of Work and Duty, is amended in the following manner:

WHEREAS, the Parties agree to amend the language in Article 18 with the addition of Section 9 of the Collective Bargaining Agreement in the following manner:

Section 9. The employee schedule for the Criminal Investigations Unit (General Investigation) is based on a (10) hour workday with either Friday, Saturday, Sundays off or Saturday, Sunday, Mondays off. To staff the team over the weekends the members will be scheduled to work an additional ten (10) hour shift based on the bid spot they select by use of their seniority and standard bid practices.

Employees working the additional (10) hour workday are required to flex off a total of ten (10) hours within the two-week work period. The ten (10) hours or any portion thereof may be taken by the employee at any time during the work period with supervisory or management approval, consistent with the needs of the Department, provided that employees who have failed to take the ten (10) hours off or schedule the ten (10) hours off by the fifth scheduled working day in their work period will be asked to schedule this time off. In the event that no mutually agreeable time can be found, the needs of the Department, as determined by the supervisor or manager, shall take precedence in determining the scheduling for the

ten (10) hours flex time, provided that the ten (10) hours or any remaining portion of the flex time will be taken at the beginning or end of the scheduled work shift.

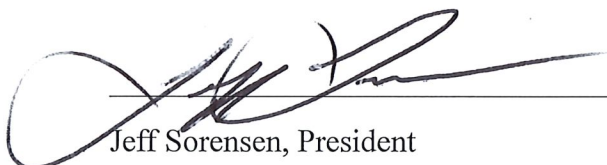
3. This letter agreement shall be in effect from the date identified below and shall remain in full force and effect through and including August 31, 2025, or until such time as the Union chooses to terminate its operative provisions, or the City and the Union agree to establish the language as permanent during regular contract negotiations.

4. This Letter Agreement represents the entire understanding and agreement between the City and LPU as to Article 18, Section 9 of the current collective bargaining agreement. Except as otherwise specifically amended by this Letter Agreement, the CBA otherwise remains unchanged and shall be applied and enforced as drafted.

SIGNATURE PAGE


This Letter Agreement is hereby executed by the Lincoln Police Union on this 9th day of November 2023.

LINCOLN POLICE UNION



Jeff Sorensen, President

CITY OF LINCOLN, NEBRASKA
a municipal corporation



Leirion Gaylor Baird, Mayor of Lincoln