Tracking #: 23110076



executive order

## 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 Special Assignment Pay provisions for eligible LPU-represented individuals for the remainder of the current LPU collective bargaining agreement through August 31, 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 18 day of November, 2023.

Approved:

Munna L

Approved as to form and legality:

Juman Dagayman Dinastan

## 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 Special Assignment Pay provisions, 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 City and the Union recognize the additional effort required of LPD employees who fill specialty assignments; and

WHEREAS, the Parties seek to amend Article 24, Section 2 to recognize LPU-represented employees with multiple specialty assignments; and

WHEREAS, the Parties intend to be bound by the terms of this 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 24, Section 2 of the Collective Bargaining Agreement is amended in the following manner:
- Section 2. A. SPECIAL ASSIGNMENT PAY. Assignments eligible for special assignment pay include any Officer or Sergeant assigned as an investigator or detective to the Criminal Investigations Unit, Narcotic's Unit, a Team Detective, or any other assignment so designated by the Department Head. Limited duty assignments or assignments of less than 90 days are excluded from receiving special assignment pay.

Officers or Sergeants assigned to call-out specialty positions (Crime Scene, Drug Recognition Expert, Fatality Investigation) must respond to a minimum of two (2) off-duty call outs per year and maintain the necessary certifications for the position to be eligible for specialty pay, or as otherwise approved by the Chief of Police.

If while serving in the positions covered by this section the task/job is moved to another team/unit, the officer assigned will continue to receive special assignment pay only while performing the same job/task.

Police Officer, non-uniform Sergeants, and assignments receiving special assignment pay, are not promotional positions.

Any Police Officer or non-uniform Sergeants assigned to a position specified in this section are subject to the provisions of this contract and management rights and will, in

addition to the employee's regular salary, be paid in accordance with the below tier for each full pay period the employee serves in that capacity.

Specialty Assignment Pay	Per Pay Period	Annual
1 <sup>st</sup> assignment	\$50.00	\$1,300.00
2 <sup>nd</sup> assignment	\$25.00	\$650.00

This Article does not preclude short term assignments up to ninety (90) calendar days without receiving special pay, nor does it entitle the person assigned, on a short-term basis, to a clothing allowance. Clothing allowance will be paid to all personnel, assigned by order and not working in uniform, during the time they are receiving special assignment pay. Assignments due to sickness, injury, or medical disability are not eligible for any benefit described in this Section.

- 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 24, Section 2 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 <a href="#">977</a> day of November 2023.

LINCOLN POLICE UNION

Jeff Sorensen, President

CITY OF LINCOLN, NEBRASKA a municipal corporation

Leirion Gaylor Baird, Mayor of Lincoln