

**SIDE LETTER AGREEMENT BETWEEN
CITY OF LINCOLN AND
THE LINCOLN PROFESSIONAL FIREFIGHTERS ASSOCIATION
PERTAINING TO HOLIDAY IN LIEU PAY**

1. This Side Letter Agreement is between the City of Lincoln (hereinafter called "City") and the Lincoln Professional Firefighters Association (hereinafter called "LPFA") (collectively called "the Parties").
2. The Parties have an existing Memorandum of Understanding (MOU) that expires on March 31, 2019. The intent of this Side Letter Agreement is to add a subsection to Section 8.6 (a) of the MOU to address Holiday In Lieu (HIL). This MOU is being amended to address inclusion of HIL as part of the Regular Rate of Pay for purposes of calculating overtime. Presently HIL is not included in the Regular Rate of Pay for purposes of calculating overtime. Section 8.6(a) is added as follows:

Commencing on the first pay period for February 2018 the City shall include HIL as part of the Regular Rate of Pay for purposes of calculating overtime.
3. All members of the bargaining group who receive HIL pay and who were not part of the MacCracken v. City of Lincoln lawsuit will receive a one-time payment of Two Hundred Dollars (\$200.00) in exchange for a waiver of any claims associated with Holiday In Lieu. Employees receiving the one-time payment shall sign the attached waiver and release as a condition of receiving the payment.
4. The side letter is binding on the LPFA and LPFA agrees it will not file any grievance or any claims or authorize its Union counsel to file any claims associated with HIL so long as HIL is included in the Standard Rate of Pay.
5. The Side Letter will be approved by the LPFA no later than December 28, 2017 and the City approval shall be on January 9, 2018.
6. The Parties agree that the Settlement of the lawsuit in MacCracken vs. the City of Lincoln, the payment described herein and this Side Letter resolve all issues associated with any claims related to inclusion of HIL in the regular rate of pay and claims or potential claims related thereto.
7. The terms and conditions set forth in this Side Letter Agreement have been mutually agreed upon by the designated bargaining representatives of the City and the LPFA, and will apply to all employees covered by the MOU between the City and the LPFA. All other terms and conditions remain unchanged.
8. This Side Letter is subject to ratification by LPFA membership and the City of Lincoln City Council. Upon ratification and adoption, this Side Letter will amend the MOU between the parties.

SIDE LETTER AGREEMENT BETWEEN
CITY OF LINCOLN AND
THE LINCOLN PROFESSIONAL FIREFIGHTERS ASSOCIATION
PERTAINING TO HOLIDAY IN LIEU PAY

FOR THE CITY

FOR LPFA

Stan Nader

Timothy [unclear]

Mayor Stan Nader

Date:

~~1-9-17~~

Date:

1-14-18

1-9-18

hnt

Ratified: _____

Date: _____