



LINCOLN  
Mayor Leirion Gaylor Baird

TRACKING # 24040138

EXECUTIVE ORDER  
NO. 98760

**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 the purpose of implementing a twelve-month trial program allowing wellness time during on-duty hours for commissioned staff 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 9 day of MAY, 2024.

Leirion Gaylor Baird, Mayor

Approved as to form and legality:

Approved:

Assistant City Attorney

Human Resources Director

## **LETTER AGREEMENT**

This Letter Agreement (“Letter Agreement”) is made this 25<sup>th</sup> day of April 2024, between the Lincoln Police Union (“LPU”) and the City of Lincoln, Nebraska (“City”) (collectively the “Parties”), for the purpose of implementing a twelve-month trial program allowing wellness time during on-duty hours for commissioned staff.

### **RECITALS**

WHEREAS, the City and Lincoln Police Department (“Department”) acknowledge employee wellness is multidimensional and incorporates an integration of physical, mental, and intellectual health activity that allows an employee to engage more fully; and

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

WHEREAS, the CBA addresses hours of work, duty shifts, wages, fringe benefits, and working conditions; and

WHEREAS, the City and Department seek to address employee engagement through on-duty wellness time which is related to subjects within the CBA; and

WHEREAS, the City proposes and offers to LPU members the Lincoln Police On-Duty Wellness Program (“Program”) a twelve-month trial program allowing wellness time during on-duty hours for commissioned staff administered by the Department; and

WHEREAS, LPU accepts the twelve-month trial of the Program providing for wellness time during on-duty hours for LPU commissioned staff as set forth below;

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. Lincoln Police On-Duty Wellness Program. The trial Program will be implemented and conducted as follows:

The Lincoln Police Department places an emphasis on the wellness of its staff. To further prioritize wellness, the Department is implementing a twelve-month trial program (“trial program”) allowing wellness time during on-duty hours for commissioned staff (“LEO”). The Department will use this trial program to assess the feasibility and efficacy of allowing LEOs, while on-duty, to focus on wellness.

Wellness is multidimensional and incorporates an integration of physical, mental, and intellectual health activity that allows an employee to engage more fully. Acceptable or approved wellness activity for this trial program generally includes low impact exercise or meditation.

The Department must consider the financial costs to the taxpayers in the evaluation of this trial program. Additionally, during this assessment, the Department will monitor the use of wellness time to ensure it does not negatively affect staffing and our ability to serve the community.

Participating in this trial program is voluntary. The undersigned (“LEO”) has voluntarily requested to take part in this trial program and agrees to the following provisions:

1. This is strictly a twelve (12) month trial program. The trial program shall not be considered a change to working conditions. The trial program can be ended at any time, without notice or explanation, at the discretion of the Chief of Police or designated representative.
2. The participating LEO is allowed to take wellness time up to two (2) times each week (for a total of ninety (90) minutes) of a pay week (Thursday-Wednesday) on their regularly assigned days, shifts, and work assignments. Only one wellness time period of up to forty-five (45) minutes per shift per LEO is allowed. The forty-five (45) minute time limit includes all time utilized for changing into or out of uniform, showering, and all other activities related to wellness activity.
3. Wellness time is not approved while the LEO is in an approved leave status; light duty status; while receiving overtime; during outside or off-duty employment; or during other extra assignments.
4. Wellness time may not be used within the first hour of the participating LEO’s shift. No compensation will be provided to a participating commissioned staff member for wellness time exceeding the end of their shift.
5. Wellness time may not be flexed, accumulated, or carried over into a future pay period. The participating LEO is not entitled to be compensated for any unused or denied wellness time.
6. Wellness time and activity must be approved by the participating LEO’s supervisor or shift supervisor immediately prior to calling out of service. Supervisors have the discretion to approve or deny requests for wellness time based on several factors, including but not limited to, whether:
  - a. the participating LEO is up to date on all work, to include reports and investigations.
  - b. call volume is at a manageable level for the team or unit.
  - c. staffing is sufficient to allow wellness time without placing the safety of other staff or the public at risk.
  - d. School Resource Officers are not allowed to use wellness time during school hours.
7. Supervisors are authorized to require participating LEOs to return to duty at any point during the previously approved wellness time if circumstances change. The LEO is

required to keep their radio or department issued cell phone with them during wellness time and, if called, immediately respond to an order to return to duty.

8. Supervisors may schedule wellness time during a pay period. Scheduled wellness time will not supersede time off requests or training. Only one participating LEO per team/unit will be approved at a time. Wellness time is not guaranteed.
9. Recruits in the Field Training Officer (FTO) Program may utilize wellness time when their assigned FTO participates. Recruits are not allowed to schedule a different time.
10. The participating LEO is required to utilize exercise facilities in their assigned station or worksite. Off-site specialized units, without an exercise facility, are required to utilize the closest Department facility to their office. Each station will have a designated path for outdoor wellness. Meditating may be done outside if utilizing an approved location. No other off-site facilities are approved. Wellness time may not be taken in a vehicle.
11. The participating LEO agrees that this trial program is intended to provide time for wellness. The participating LEO shall not over-exert themselves or attempt overly strenuous exercises and must take all reasonable precautions to avoid causing injury. The participating LEO must be familiar with all exercise equipment before use and is advised to consult with a physician before beginning any exercise program. Participating LEOs must abide by any medical restrictions placed upon them by a medical provider while participating in the trial program.
12. If a third party is liable for an injury incurred by the participating LEO during a wellness activity pursuant to this trial program, the participating LEO agrees that the City as the employer is entitled to recover from the third party under the right of subrogation amounts paid and to be paid to the LEO in worker's compensation benefits and medical expenses. Participating in this trial program is not required and is done so voluntarily by the participating LEO.
13. As directed by the Department, participating LEO agrees to track their wellness time by calling Code 12 at the time of utilization, and Code 11 at the end, if returning back to service or Code 9, if it is the end of shift. Supervisors are required to document all requests, including denied requests and the reason for the denial in the on-line system.
14. At the end of the first six (6) months and at the end of twelve (12) months, the Department may evaluate the efficacy of the trial program, to include an evaluation of the forty-five (45) minute time period, manageability of the trial program disruptions, and/or occurrence of injuries.
15. The Department may expand, limit, or otherwise modify this trial program within the twelve (12) month period.

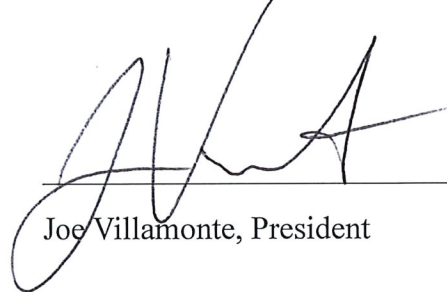
This letter agreement shall be in effect from the date identified below and shall be evaluated for efficacy by the Department at the end of the first six (6) months and at the end of twelve (12)

months, to include an evaluation of the forty-five (45) minute time period, manageability of the trial program disruptions, and/or occurrence of injuries. The Department may expand, limit, or otherwise modify this trial program within the twelve (12) month period, or until such time as the City and the Union agree to establish the language as permanent during regular contract negotiations.

**SIGNATURE PAGE**

This Letter Agreement is hereby executed by the Lincoln Police Union on this 25<sup>th</sup> day of April 2024.


LINCOLN POLICE UNION



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Joe Villamonte, President

CITY OF LINCOLN, NEBRASKA  
a municipal corporation



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Leirion Gaylor Baird, Mayor of Lincoln