

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 2nd day of April, 2020, by and between the City of Omaha, a Municipal Corporation, hereinafter referred to as "City" and the Omaha Police Officers Association, hereinafter referred to as "Association".

WHEREAS, the City of Omaha and its police department need to be able to respond to the challenges caused by the COVID-19 pandemic and the public health emergency that it has caused; and,

WHEREAS, the City through the Police Chief wants to be able to ensure that officers are available to respond when needed; and,

WHEREAS, the City through the Police Chief is concerned that there may be officers who are either quarantined or sick for a period of time and therefore are unable to work; and,

WHEREAS, the City and Association are committed to providing law enforcement services for the citizens of the City of Omaha; and,

WHEREAS, the Association is concerned that due to the needs to staff the Omaha Police Department that its members may not have the opportunity to use vacation leave or that they may be forced to be absent from assignments for prolonged periods due to a COVID-19 quarantine or illness; and,

WHEREAS, the City and Association have agreed to this Memorandum of Understanding to address a number of issues raised by the COVID-19 pandemic and the public health emergency it has caused.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL CONVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE CITY AND ASSOCIATION AS FOLLOWS:

1. That Article 13, Section 2 of the Collective Bargaining Agreement (CBA) between the City and the Association provides,  
"Annual leave for such employees in excess of 320 hours shall not be carried forward from one payroll year to the next payroll year, except where an employee is not permitted to take annual leave during the year by virtue of being on injured on duty status."

As a result of the anticipated limitation on the ability of Association members to use annual leave due to the COVID-19 pandemic, the City and Association agree that the City will not enforce the 320 hour carry over limitation in Article 13, Section 2 for the annual leave hours from the 2020 payroll year to the 2021 payroll year. It is understood that the employee will need to use their annual leave hours in 2020 and

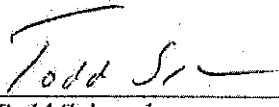
2021 because there will be no carry over to 2022 absent further agreement. Further, the parties understand that the City of Omaha has not agreed to cash out any annual leave that is unable to be carried over.

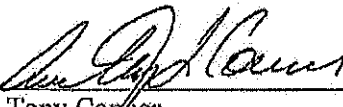
2. That Article 43 of the CBA between the City and Association allows an officer to accrue up to 134 hours of compensatory time at any given time. The City and the Association have decided to allow officers to accrue comp time in excess of 134 hours during the 2020 payroll year. The maximum number of hours that can be accrued is 480 hours and such hours must either be used or paid out by the end of the 2021 payroll year. There shall be no carry over in excess of 134 hours beyond the end of the 2021 payroll year.
3. Currently, the Centers for Disease Control (CDC) have declared a public health emergency as a result of the COVID-19 pandemic. It is anticipated that this public health emergency will be in place for a period of time, but it is anticipated to expire prior to the end of the 2020 payroll year. The parties have agreed to exceptions to the Collective Bargaining Agreement in paragraphs four and five of this MOU which exceptions will remain in place until the earlier of the CDC cancelling the public health emergency due to COVID-19 or the end of the 2020 payroll year.
4. In Article 13, Section 1 of the CBA between the City and Association, there is an ability for employees to earn bonus annual leave. An employee can earn bonus annual leave of two (2) hours per pay period for a maximum of 52 hours in a payroll year if they have a sick leave balance of 1,000 or more hours and if they use 40 hours or less of sick leave in the immediately preceding payroll year. The City and Association agree that due to the COVID-19 pandemic, they are in a unique situation. The parties agree that for purposes of determining eligibility for bonus annual leave for the 2021 payroll year, any sick leave used by officers in quarantine due to a potential COVID-19 exposure or who use sick leave due to COVID-19 illness shall not have those hours counted towards the 40 hours of sick leave that is considered for purposes of eligibility for bonus annual leave. This does not in any way change the requirement that an employee must carry 1,000 hours of sick leave, except that if an employee's use of sick leave as a result of a quarantine, potential COVID-19 exposure, or a COVID-19 illness causes the employee to be less than 1,000 hours, that employee shall still be said to have met this requirement.
5. The City and Association understand that the COVID-19 pandemic may create staffing challenges for the Omaha Police Department. In exchange for the consideration described above, the Association agrees to the following restrictions on the utilization of annual leave, compensatory leave and any other similar leave by its members:
  - a.) No officer may use any accrued leave to absent themselves from the City of Omaha for a period of over 72 hours without receiving approval from the Chief of Police.

- b.) If an officer leaves the City of Omaha for purposes of travel, that officer must provide his/her chain of command contact information where that officer can be reached.
  - c.) Any employee who is using annual, compensatory, or any similar type of leave is subject to being recalled to duty by the Chief of Police should the Chief determine that an emergency exists as a result of the COVID-19 pandemic. Such officer shall make every effort to be available for duty by the day after the officer is recalled.
  - d.) The Chief of Police may cancel any and all requested leave at any time if the Chief determines that an emergency exists requiring personnel to be present to provide law enforcement services.
6. The parties agree that this Memorandum of Understanding supersedes any and all prior arrangements, agreements, or understandings between the parties and all subjects. No oral understandings, statements, promises or independent inducements contrary to or inconsistent with the terms of this Memorandum of Understanding exist. This Memorandum of Understanding is not subject to any modification, waiver or additions except changes made in subsequent written MOUs signed by all parties.
7. All signatories to this Agreement warrant that they have read it, fully understand its terms, and they warrant they are of legal age and legally competent and authorized to sign the attached Memorandum of Understanding.

CITY OF OMAHA

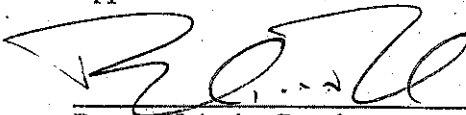
OMAHA POLICE OFFICERS  
ASSOCIATION

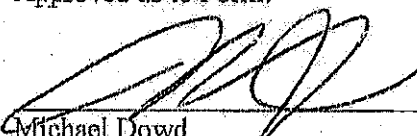
 4/2/20  
 Todd Schmaderer Date  
 Police Chief

 01 APR 20  
 Tony Corner Date  
 President

Approved as to Form:

Approved as to Form:

 4/2/20  
 Bernard J. in den Bosch Date  
 Deputy City Attorney

 4/11/2020  
 Michael Dowd Date  
 Attorney for Association