

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 14<sup>th</sup> day of June, 2017 and the Omaha Police Officers Association, hereinafter referred to as "the Association."

WHEREAS, Article 10 of the Collective Bargaining Agreement between the City of Omaha and the Omaha Police Officers Association establishes the method by which one calculates seniority for Omaha Police Officers; and,

WHEREAS, on occasion, Officers with prior experience with the City of Omaha and for whom the Chief of Police has approved for reemployment, contact the City and the Association and request that they be given credit for purposes of seniority for time that they worked as Omaha Police Officers prior to leaving City service; and,

WHEREAS, the City and the Association in an effort to encourage experienced officers to return to service in the Omaha Police Department have agreed to give seniority for all time worked as an Omaha Police Officer; and,

WHEREAS, the City and the Association have agreed to this Memorandum of Understanding.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

1. That the parties have agreed that, notwithstanding Article 10, Section 1 of the Collective Bargaining Agreement(CBA), City of Omaha Police Officers who are returning to employment as a Police Officer with the City of Omaha after previously resigning from such service shall have an adjusted seniority date for the purpose stated in this paragraph, as if they had worked continuously for the City minus any breaks or interruption of service. For example, if an officer worked for five (5) years and then left for two (2) years when they return they would be treated as if they had five (5) years of seniority. The officer would then receive the benefits of seniority including those in shift bidding, leave bidding, and longevity.

2. That City agrees that when a former City Police Officer returns to City service, regardless of the rank that he might have held prior to their leaving City service, the officer shall return at the rank of police officer and be placed at that step on the pay range of the classification for police officer as if they had worked continuously for the number of years of service that they had with the police department and then shall proceed through the pay steps in the normal manner. The rehired police officer shall also accrue leave at the rate of an employee who has worked continuously.

3. That City and Association agree that, notwithstanding any language to the contrary in Article 11 of the CBA concerning probationary status, that such rehired police officers shall be subject to a six (6) month probationary period and also be subject to the requirements of Article 11, Section 3.

4. That the City and Association agree that nothing in this MOU shall in any way effect the pension rights and eligibility for the rehired employee. The pension that the employee shall receive will be based on their new hire date if they do not reimburse the system or based on their adjusted pension membership date if they do reimburse the system and their age.

5. The parties agree that this Memorandum of Understanding supersedes any and all prior arrangements, agreements or understandings between the parties and all subjects, and is not in any way related to the events which give rise to disputes resolved herein. No oral understandings, statements, promises or independent inducements contrary to or inconsistent with the terms of this agreement exist. The agreement is not subject to any modification, waivers or additions except changes made in a subsequent written agreement signed by all parties.


6. Either party shall be able to terminate this Memorandum of Understanding by providing thirty (30) days notice to the other party. Termination of the MOU shall not change the application of this MOU to those that are already subject to it at the time of termination.


All signatories to this agreement warrant that they have read it, fully understand its terms, they warrant they are of legal age and legally competent and authorized to sign the attached memorandum of understanding.


Dated this 14<sup>th</sup> day of June, 2017.

CITY OF OMAHA

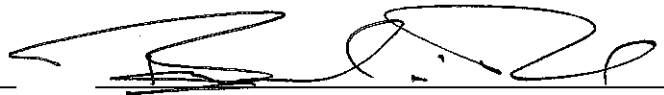
OMAHA POLICE OFFICERS  
ASSOCIATION

  
\_\_\_\_\_  
Mayor Jean Stothert

  
\_\_\_\_\_  
John Wells, President

  
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Todd Schmaderer, Chief of Police

  
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Witness

  
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Witness

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