

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 14th day of August, 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 wishes to staff each precinct and shift in each precinct with experienced officers; and,

WHEREAS, Article 15, Section 5 of the parties current collective bargaining agreement provides,

"On A and C shifts, a minimum of three (3) slots or 33%, whichever is less per Sergeant's areas may be filled by the CITY by assigning by seniority those employees who have completed four (4) years of continuous service or more."

WHEREAS, the City and the Omaha Police Officers Association wish to investigate a better methodology to ensure the presence of experienced officers on each shift in each precinct; and

WHEREAS, the City and the Omaha Police Officers Associations current Collective Bargaining Agreement is set to expire at the end of 2020; and

WHEREAS, the City and the Omaha Police Officers Association will implement a pilot program that will expire at the end of the parties current agreement, to determine the effectiveness of applying the 4 year rule on a per precinct per shift basis;

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 15, Section 5 of the Collective Bargaining Agreement (CBA) between the City and the Association provides,

"On A and C shifts, a minimum of three (3) slots or 33%, whichever is less per Sergeant's areas may be filled by the CITY by assigning by seniority those employees who have completed four (4) years of continuous service or more."

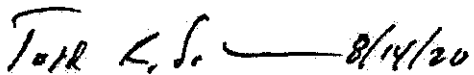
2. That Article 15, Section 5 of the CBA between the City and Association shall be modified under a pilot program that will expire at the end of the current Collective Bargaining Agreement (CBA) between the City and the Association unless both parties agree to extend the program to read as follows:

"On A and C shifts, a minimum of three (3) slots or 33% of staffing per precinct, whichever is less per Sergeant's areas may be filled by the CITY by assigning by seniority those employees who have completed four (4) years of continuous service or more."


3. 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.
4. 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



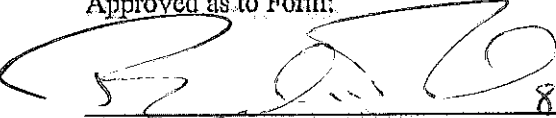
Todd Schmaderer Date
Police Chief



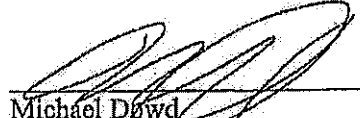
Tony Conner Date
President

Approved as to Form:

Approved as to Form:



Bernard J. in den Bosch Date
Deputy City Attorney



Michael Dowd Date
Attorney for Association