



City of Omaha
Jean Stothert, Mayor

2017 SEP -7 PM



Todd R. Schmaderer
Chief of Police

Omaha Police Department
"To Serve and Protect"
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Omaha, Nebraska 68102-2769
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Honorable President
and Members of the City Council,

The attached Ordinance approves a Memorandum of Understanding between the City of Omaha and the Omaha Police Officer's Association. In order to supplement the staffing of the Omaha Police Department, the City of Omaha is in the process of hiring lateral police officers who are already certified Nebraska law enforcement officers. In order to be successful in recruiting quality experienced officers, it is necessary that the new hires be paid at a higher step than the entry step contemplated by the Collective Bargaining Agreement.

In order to accomplish a reasonable solution, the City and the Association have negotiated this Memorandum which will place newly hired lateral police officers at existing steps in the pay plan for Police Officers. The Officers will then proceed through the pay plan like any other officer subject to the pay plan. The Memorandum attempts to balance the need to be fair to the lateral hires and to the existing workforce. It also recognizes that law enforcement experience with other organizations is helpful, but that the work may be different than that which they will see with the Omaha Police Department. The lateral hires officers will go through an abbreviated training academy and a shorter field training phase and still be subject to the period of probationary employment established in the Collective Bargaining Agreement.

The Personnel Board recommended approval of this Ordinance at their August 31, 2017 meeting. Your favorable consideration of this Ordinance is requested.

Respectfully submitted,

Approved:

Todd R. Schmaderer 9-6-17
Todd Schmaderer Date
Chief of Police

Tim Young 9-7-17
Tim Young Date
Human Resources Director

Referred to City Council for Consideration:

Jean Stothert 9/7/17
Mayor's Office/Title Date

ORDINANCE NO. 41261

AN ORDINANCE to approve a Memorandum of Understanding between the City of Omaha and the Omaha Police Officer's Association; the Memorandum of Understanding allows the City of Omaha to place Nebraska certified law enforcement officers who are hired laterally at a pay step based above the entry level pay step contemplated by the Collective Bargaining Agreement based on their years of experience; and to provide the effective date thereof.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OMAHA:

Section 1. There is a need to approve a Memorandum of Understanding between the City of Omaha and the Omaha Police Officer's Association. A Copy of the Memorandum of Understanding agreed to between the parties is attached hereto and by this reference made a part hereof.

Section 2. Any ordinances of the City of Omaha, and any rules and regulations promulgated thereunder, which are in conflict with the provisions of the Collective Bargaining Agreement, as amended by the Memorandum of Understanding, shall not be applicable and shall be considered to be superseded.

Section 3. The Mayor of the City of Omaha is hereby authorized to execute the Memorandum of Understanding on behalf of the City of Omaha, and the City Clerk is further authorized to attest his signature.

Section 4. This ordinance shall take full force and effect fifteen days after its approval.

ORDINANCE NO. 41261
Page 2

INTRODUCED BY COUNCILMEMBER

Ben S. Gray

APPROVED BY:

Tom Stettin 9/27/17
MAYOR OF THE CITY OF OMAHA DATE

PASSED 9-26-2017 7-0

ATTEST:

[Signature] 9/27/17
CITY CLERK OF THE CITY OF OMAHA DATE

APPROVED AS TO FORM:

[Signature] 9/1/17
DEPUTY CITY ATTORNEY DATE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 26th day of September 2017, by and between the CITY OF OMAHA, hereinafter referred to as "City" and the OMAHA POLICE OFFICER'S ASSOCIATION, hereinafter referred to as "Association."

WHEREAS, on June 26, 2017, the City of Omaha Human Resources Department posted the classification of Police Officer – Lateral Police Officers looking to hire individuals with previous Nebraska law enforcement experience; and,

WHEREAS, the City and Association agree on the importance of supplementing the staffing of the Omaha Police Department by adding experienced police officers; and,

WHEREAS, the City and Association also agree, that notwithstanding Omaha Municipal Code §23-148, that it is appropriate that lateral police hires with previous Nebraska Law Enforcement experience are hired above the minimum rate established by the Collective Bargaining Agreement; and,

WHEREAS, the City and the Association have agreed to this Memorandum of Understanding which establishes wage levels for lateral police officer that are hired with Nebraska Law Enforcement experience.

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

1. That the City and the Association agree that hiring lateral police officers who are certified Nebraska law enforcement officers is important to the Omaha Police Department. In that regard, the City and the Association agree that in order to recruit experienced law enforcement officers, it is necessary that the officers be paid at a higher step than is contemplated by the Collective Bargaining Agreement between the City of Omaha and the Omaha Police Officers Association. It is contemplated that this MOU will establish the starting wage for those lateral police officers hired by the City of Omaha who are currently certified Nebraska law enforcement officers at a pay step above that which they would normally be paid. In that regard, the City and the Association agree as follows:
 - a. If a lateral police officer has zero to one year's experience as a certified Nebraska law enforcement officer, they will be placed at the "A" Step.
 - b. With more than one year and up to two years of experience as a certified Nebraska law enforcement officer, they will be placed at the "B" Step.
 - c. With more than two and up to four years of experience as a certified Nebraska law enforcement officer, they will be placed at the "C" Step; and,
 - d. With more than four years and up to six years of experience as a Nebraska certified law enforcement officer, they will be placed at the "D" Step.

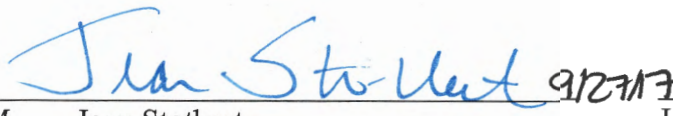
- e. With more than six years and up to eight years of experience as a Nebraska certified law enforcement officer, they will be placed at the "E" Step.
 - f. With more than eight years of experience as a Nebraska certified law enforcement officer, they will be placed at the "F" Step.
2. That the City and the Association agree that to the extent that individuals covered by this MOU are an exception to Omaha Municipal Code §23-148, that all parties recognize that this Memorandum of Understanding, when implemented, will supersede said Code Section as to lateral police officer hires subject to this MOU only.
 3. When it comes to step placement for the 2018 payroll year for those lateral police officers hired before December 16, 2017, the lateral police officer shall stay in the step in which they were initially placed and will proceed to the next step pursuant to the schedule established for 2018.
 4. That the City and Association agree that the probationary period outlined in Article 11 of one year for new hires applies to the lateral police officers detailed in this Agreement. The City and Association agree that all other provisions of Article 11 also apply.
 5. The City and Association agree that though lateral police officers are placed at a higher initial pay step as a result of this Memorandum of Understanding, such lateral police officers shall have no seniority benefits, whether they be shift bidding, leave bidding, and longevity. Nor shall they accrue annual or sick at a greater rate than a new police officer. For example, an employee that is hired as a lateral police officer, that certified law enforcement officer in the experience of Nebraska shall start at a higher initial wage but for all other purposes, shall be treated as a new police officer.
 6. Either party shall be able to terminate this Memorandum of Understanding, by providing thirty (30) days notice to the other party. Termination of this MOU will not change the application of this MOU for 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 that they are of legal age and legally competent and authorized to sign the attached Memorandum of Understanding.

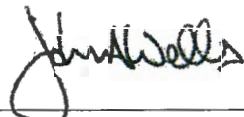
Dated this 11 day of SEPTEMBER 2017.

CITY OF OMAHA

OMAHA POLICE OFFICER'S
ASSOCIATION

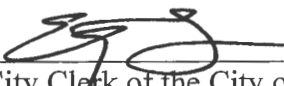


Mayor Jean Stothert



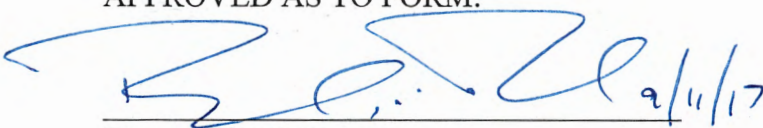
John A. Wells, President

ATTEST:



City Clerk of the City of Omaha

APPROVED AS TO FORM:



Deputy City Attorney