

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this 2<sup>nd</sup> day of November, 2016, by and between the CITY OF OMAHA, hereinafter referred to as "the City" and OMAHA POLICE UNION LOCAL NO. 101, hereinafter referred to as "the Union."

WHEREAS, Article 10 of the Collective Bargaining Agreement between the City of Omaha and the Omaha Police Union Local 101 establishes the method by which one calculates seniority for Omaha Police Officers; and,

WHEREAS, several officers with prior experience with the City of Omaha and who the Chief of Police has approved for Reemployment, have contacted the City and the Union and have requested 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 Union 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 Union have agreed to this Memorandum of Understanding.

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

1. That for a term from July 1, 2016, to September 30, 2016, the parties have agreed that, notwithstanding Article 10, Section 1, employees who are return to the City of Omaha after previously resigning from service as Omaha police officers and return to employment as police officers shall have an adjusted seniority date for the purposes 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 such employees return to City service, regardless of the rank that they might have held prior to their leaving City service, they 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 have with the police department and shall proceed through the pay steps in the normal manner. The employee shall also accrue leave at the rate of an employee who has worked continuously.

3. That City and Union agree that, notwithstanding any language to the contrary in Article 11 concerning probationary status, that such re-hired employee shall be subject to a six (6) month probationary period and is also subject to the requirements of Article 11, Section 3.

4. That the City and Union agree that nothing in this MOU shall in any way affect the pension rights and eligibility for the rehired employees. 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.

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.

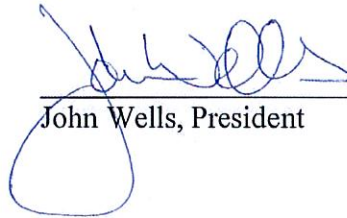
Dated this 29 day of November 2016.

CITY OF OMAHA

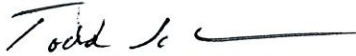
OMAHA POLICE UNION LOCAL 101



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Mayor Jean Stothert



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John Wells, President



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Todd Schmaderer, Chief of Police



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Witness



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