

ORDINANCE NO. 41964

AN ORDINANCE to approve a Memorandum of Understanding between the City of Omaha, the Omaha Police Managers Association, and the Omaha Police Officers Association; the Memorandum of Understanding establishes a Fitness and Wellness Program for sworn staff in the Omaha Police Department with the hope of increasing fitness and overall health; to allow for the creation of wellness time off which may be earned depending on the participant's fitness level; 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, the Omaha Police Managers Association, and the Omaha Police Officers Association. A copy of the Memorandum of Understanding agreed to between the parties is attached hereto and by this reference made apart 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Agreement, as amended by the Memorandum of Understanding, shall not be applicable and shall be considered to be superseded.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 her signature.

Section 4. This Ordinance shall take full force and be in effect fifteen (15) days after its approval.

INTRODUCED BY COUNCILMEMBER

Christopher Jerome

APPROVED BY:

Tom Stoltz 9-19-19  
MAYOR OF THE CITY OF OMAHA DATE

PASSED SEP 17 2019 6-0

ATTEST:

[Signature]  
CITY CLERK OF THE CITY OF OMAHA

9-19-19  
DATE

APPROVED AS TO FORM:

[Signature] 8/14/19  
DEPUTY CITY ATTORNEY DATE

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
OMAHA POLICE DEPARTMENT  
FITNESS AND WELLNESS PROGRAM**

This Memorandum of Understanding (the "MOU") is between the City of Omaha (the "City"), the Omaha Police Managers Association (the "OPMA"), and the Omaha Police Officers Association (the "OPOA") (collectively, the "Parties").

**Basis for the MOU**

The OPMA and the OPOA formed a committee in 2018 (the "Fitness and Wellness Committee") for the express purpose of developing collaborative solutions to improve the overall fitness and wellness of the Omaha Police Department (the "OPD").

The Fitness and Wellness Committee reached tentative agreement on a fitness and wellness program (the "Program") that all Parties would like to present for ratification by OPMA and OPOA members, and for approval by the Omaha City Council.

The Parties are currently governed by the City's collective bargaining agreements with the OPMA, and the OPOA (collectively, the "OPD CBAs").

If ratified by the OPMA and OPOA members, and approved by Omaha City Council, this MOU shall modify the equipment voucher and paid time off provisions of the OPD CBAs to the extent they are inconsistent with this MOU.

THEREFORE, the Parties agree as follows:

The goal of the Program is to increase the fitness and overall health of the OPD, while simultaneously reducing injuries.

The Program shall be voluntary.

Participants in the Program must complete an annual medical/wellness exam and one of the semi-annual fitness tests described below.

The semi-annual fitness tests shall consist of the Cooper Fitness Standard (the "CFS"), with the following attributes:

Testing criteria shall include sit-ups, push-ups, a vertical jump, a 300 meter run and a 1.5 mile run or walk, or alternate exercises from the CFS that are approved by the Fitness and Wellness Committee.

Scores shall be adjusted to account for age and gender, as illustrated in the attached Exhibit 1 (the "New Cooper Age and Gender Base Standards for Law Enforcement");

Testing shall take place at a mutually agreeable facility;

Testing shall occur during the participants' off duty time;

Participants must agree to and sign a waiver of potential claims against the CFS testing facilitators, and the owner of the testing facility before testing begins, but retain their collectively bargained injured on duty rights, and their worker's compensation rights; Testing shall be facilitated by OPD personnel assigned to Special Duty, approved by the Police Chief, and volunteer third parties with health and fitness expertise; and Emergency Medical Service personnel shall be on stand-by while testing is underway.

Participants who use five (5) or fewer sick days in the previous calendar year will receive, in addition to the annual leave benefit described in the OPD CBAs, two hours of paid Wellness Time Off ("WTO") in the current calendar year. Participant may also earn additional WTO pursuant to the semi-annual testing criteria described in Paragraph #6 below.

Participants who satisfy the sick leave usage criteria described in Paragraph #5 above shall earn additional WTO, in the following per pay period increments, by achieving the following qualifying CFS ratings on the semi-annual tests:

<u>CFS Rating</u>	<u>WTO Benefit</u>
Fair	0.5 hour
Good	0.75 hour
Excellent	1.0 hour
Superior	1.25 hours

Regardless of the number of completed semi-annual tests, or CFS ratings, participants cannot earn more than 1.25 hours of additional WTO in any pay period.

WTO must be used in the calendar year in which it is earned, or the following calendar year. Unused WTO following the last pay period of the calendar year following the date the WTO is earned shall be forfeited. In addition, WTO cannot be converted into cash upon leaving City employment or retiring.

Poor or very poor ratings on the CFS generate no WTO.

Participants in the Program who are represented by the OPOA are also eligible to use their current equipment voucher (valued at \$533) for the purchase of the following wellness and fitness incentives:

Fitness equipment

Activity trackers

iPads

Gym memberships

Personal training and nutrition counseling

Weight management programs

Tobacco cessation programs

Sit/stand units at work (as space allows, and as coordinated by the City's Fleet/Facilities managers).

The intent of the wellness and fitness voucher incentives described in Paragraph 9 above is no cost to the City in excess of the current equipment voucher benefit.

Program participants may be allowed to exercise while assigned to Special Duty, as staffing needs permit, but only with advance supervisory approval.

The Program will be announced to employees via email, a General Order, and through union meetings.

The Program may require the purchase of a limited number of apparatus for the vertical jump portion of the CFS, but all Parties shall seek to finance the apparatus purchase through OPD seized assets, or private donations.

This MOU is not binding until ratified by the OPMA and OPOA membership, and approved by the Omaha City Council.

This MOU may be terminated by the City at any time, upon 30 days written notice, if the Program does not satisfy the goals described in Paragraph #1 above, as measured by reduced health care costs, and/or reduced absenteeism, and/or reduced injury claims.

Dated this 12 day of Aug, 2019.

CITY OF OMAHA

ATTEST:

by Jean Stothert  
Jean Stothert, Mayor

[Signature]  
City Clerk of the City of Omaha

APPROVED AS TO FORM:

[Signature] 8/14/19  
Deputy City Attorney

OPMA

OPOA

by Todd R. J.  
Todd Schmaderer, Police Chief

by [Signature]  
Anthony Conner, President

DOCS:2199544.4