

12/14/2008 – 12/26/2009

12/27/2009 – 12/25/2010

12/26/2010 – 12/24/2011

12/25/2011 – 12/22/2012

and

12/23/2012 – 12/21/2013

AGREEMENT
BETWEEN
THE CITY OF OMAHA, NEBRASKA
AND
THE OMAHA POLICE UNION LOCAL NO. 101
AFL-CIO - I.U.P.A.
A/K/A OMAHA POLICE OFFICERS ASSOCIATION

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PREAMBLE

This Agreement, by and between the City of Omaha, Nebraska, hereinafter referred to as the CITY, and the Omaha Police Union, Local No. 101, AFL-CIO - I.U.P.A. hereinafter referred to as the UNION, is designed to promote and strive to maintain a working agreement between the CITY and the UNION.

ARTICLE 1

UNION RECOGNITION AND DEFINITIONS

SECTION 1 The CITY recognizes the UNION as the sole and exclusive collective bargaining representative of police officers, sergeants, lieutenants, and captains, but excluding the Police Chief, Deputy Chiefs, and all part-time and seasonal employees.

SECTION 2 The term "part-time employee" means an employee who works in a position which does not normally require more than thirty-two (32) hours of work per week.

The term "seasonal employee" means any employee in a position of a seasonal nature, the duration of which does not exceed nine (9) calendar months.

The term "employee" as used elsewhere in this Agreement means individuals employed in those job classifications which are included in the recognized bargaining units as set forth in Section 1 hereof.

Throughout this contract the term "working days" is used to set various time limits for the bringing of, or responding to, discipline or grievances. In that context the term "working days" means any Monday, Tuesday, Wednesday, Thursday or Friday which is not a holiday as defined by this Agreement.

"Union representatives" as used in this Agreement shall mean any employee(s) who is (are) authorized by the president of the Union to represent the Union."

Any time the term "revolver" is used in this Agreement, or in any S.O.P. issued by the Police Department, such term shall include any authorized weapon where applicable.

"This Agreement" shall mean the current collective bargaining agreement between the CITY and UNION, and all referenced attachments and any duly enacted amendments thereto.

"Base pay" or "straight time" as used in this Agreement shall mean the employee's compensation as set forth in the CITY pay scales and steps and codified in §23-178 of the Omaha Municipal Code.

Whenever male gender is used in this Agreement, it should include the female gender when applicable.

SECTION 3 The establishment of any promotional rank below the level of Deputy Chief will be considered a bargaining unit position and will be subject to negotiations between the parties.

ARTICLE 2

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and the authority of the CITY as granted to it under the laws of the State of Nebraska, the Home Rule Charter of the City of Omaha, 1956, and CITY'S ordinances. These rights, powers, and authority include, but are not limited to the following:

1. The right to determine, effectuate, and implement the objectives and goals of the CITY.
2. The right to manage and supervise all operations and functions of the CITY.
3. The right to establish, allocate, schedule, assign, modify, change, and discontinue CITY operations, work shifts, and working hours.
4. The right to establish, modify, change, and discontinue work standards.
5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force.
7. The right to determine, establish, set, and implement policies for the selection, training and promotion of employees.
8. The right to create, establish, change, modify, and discontinue any CITY function, operation, and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of CITY property and personnel.
10. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of this Agreement.
11. The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.

12. The right to determine the size and character of inventories and their disposal.
13. The right to determine and enforce employee's quality and quantity standards.
14. The right to contract, subcontract, merge, sell, or discontinue any function or operation of the CITY.
15. The right to engage consultants for any function or operation of the CITY.
16. The right to sell, transfer, lease, rent, or otherwise dispose of any CITY equipment, inventories, tools, machinery, or any other type of property or service.
17. The right to establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
18. The right to control and the use of property, machinery, inventories, and equipment owned, leased or borrowed by the CITY.
19. The right to determine which products are to be processed, manufactured, or sold, and which services are to be rendered, supplied, or discontinued.
20. The right to establish, implement, change, modify, adjust, and discontinue any process, technique, method, means of manufacture or distribution, and the type of machinery or equipment to be used or operated by the CITY or any contractor or subcontractor.
21. The right to determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the right to determine the relocation of departments, divisions, subdivisions, locations, and the closing and discontinuance of the same.
22. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The CITY will not abolish or change any UNION classifications for the purpose of depriving the bargaining unit employees of their benefits under this Agreement.

ARTICLE 3

CHECK-OFF

- SECTION 1 The CITY shall deduct regular monthly UNION dues from the pay of each employee covered by this Agreement, provided that at the time of such deduction there is in the possession of the Finance Department of the CITY a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the Finance Department of the CITY.
- SECTION 2 Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered to be effective.
- SECTION 3 Such authorized deductions shall be made from each payroll period and will within ten (10) days be remitted to the duly designated UNION official. The UNION shall advise the Finance Department of the CITY in writing of the name of such official.
- SECTION 4 If an employee has no pay coming for the first payroll period of the calendar month, or if such pay period is the first pay period of a new employee, or if the employee has signed an authorization form during such pay period of the subsequent month, such deductions shall be limited to the amount of the current regular monthly UNION dues, and shall not include dues for prior months or any portion thereof.
- SECTION 5 If the Finance Department of the CITY receives an employee revocation of authorization on or before the eighth day of the first payroll period of the calendar month, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.
- SECTION 6 The UNION shall advise the Finance Department of the CITY in writing of the exact amount of regular monthly UNION dues. If, subsequently, the UNION requests the Finance Department of the CITY to deduct additional monthly UNION dues, such request shall be effective only upon written assurance by the UNION to the Finance Department of the CITY that additional amounts are regular monthly UNION dues

duly approved in accordance with the UNION'S constitution and by-laws.

SECTION 7 The CITY shall not be liable for the remittance of any sums other than those constituting actual deductions made; and if for any reason the CITY fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which UNION dues are normally deducted after written notification to the Finance Department of the CITY of the error. If the CITY makes an overpayment to the UNION, the CITY will deduct that amount from the next remittance to the UNION. The UNION agrees to indemnify and hold the CITY harmless against any and all claims, suits, orders or judgments brought or issued against the CITY as a result of any action taken or not taken by the CITY under the provisions of this Article.

ARTICLE 4

BULLETIN BOARDS AND BALLOT BOXES

- SECTION 1 The CITY shall permit the UNION to use one bulletin board, designated by the Police Chief, at each assembly area, for posting notices of UNION meetings and elections, results of such meetings and elections, and reports of UNION committees.
- SECTION 2 Posted notices shall not contain anything political or anything reflecting adversely upon the CITY or any of its employees. Any UNION authorized violation of this Article shall entitle the CITY to cancel immediately the provisions of this Article and prohibit the UNION further use of the bulletin boards.
- SECTION 3 Posted notices shall be on UNION stationery.
- SECTION 4 The CITY will permit the UNION the use of one ballot box, designated by the Police Chief or his designated representative, at each assembly area, for use in UNION elections. Any other use of the ballot box on CITY property must be approved by the Police Chief. No employee shall participate in any UNION election, in any manner, during his tour of duty. Any UNION authorized violation of this Section shall entitle the CITY to cancel immediately the provisions of this Section and prohibit the UNION further use of the ballot boxes.

ARTICLE 5

PROHIBITION OF STRIKES

The UNION shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any CITY function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any other type of consorted work stoppage. The UNION shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds, financial, and other assistance for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, that the UNION may provide legal representation. In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The UNION shall not be in breach of this Agreement where the acts or actions hereinbefore enumerated are not caused or authorized directly by the UNION.

Upon notification confirmed in writing by the CITY to the UNION that certain of its members are engaged in a wildcat strike, the UNION shall immediately in writing order such members to return to work at once, and provide the CITY with a copy of such an order, and a responsible official of the UNION shall publicly order them to return to work. Such characterization of the strike by the CITY shall not establish the nature of the strike. Such notification by the UNION shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the CITY. In the event that a wildcat strike occurs, the UNION agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

The CITY agrees that it shall not lock out any employees because of a labor dispute.

ARTICLE 6

DISCHARGE AND DISCIPLINE

SECTION 1 DISCIPLINARY ACTION—CAUSE: Any action which reflects discredit upon the service or is a direct hindrance to the effective performance of the CITY government functions shall be considered good cause for disciplinary action. The following are declared to be good cause for disciplinary action against any employee, though charges may be based upon causes and complaints other than those listed:

- (a) Habitual use of alcoholic beverages or prescription medicines to excess, provided the employee has been given an opportunity to seek professional help in dealing with his problem;
- (b) Has been adjudged guilty of a crime involving moral turpitude, or infamous or disgraceful conduct;
- (c) While on duty: 1. Partaking of intoxicating beverages; 2. failing an alcohol test administered pursuant to CITY rules and regulations; or 3. intoxication while on duty;
- (d) Use of abusive or improper treatment to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- (e) Offensive conduct or language toward the public or toward city officers or employees;
- (f) Insubordination;
- (g) Incompetence to perform the duties of his position;
- (h) Negligence in the care and handling of CITY property;
- (i) Violation of any lawful and reasonable official regulation made or given by his superior officer, where such violation or failure to obey amounted to an act of insubordination or a serious breach of proper discipline or resulted, or might reasonably have been expected to result in loss or injury to the CITY, to prisoners of the CITY, or to the public.
- (j) Commission of acts or omissions unbecoming an incumbent of the particular office or position held, which render his

admonishment, reprimand, suspension, demotion, or discharge necessary or desirable for the economical or efficient conduct of business of the CITY or for the best interest of the City government;

- (k) Willful violation of any of the provisions of the City Charter or any of the rules promulgated thereunder;
- (l) Has induced or attempted to induce any officer or employee in the CITY service to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order; or has participated herein.
- (m) Solicitation or receipt from any person, or participation in, any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving favor or better treatment than that accorded other persons;
- (n) Use or attempted use of political influence or bribery to secure an advantage in an examination or promotion; assignment;
- (o) Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved or revoked and cancelled by the proper authority;
- (p) Any cause specified in Section 23-291 of the Omaha Municipal Code;
- (q) Use of illegal controlled substances or failure of a drug test administered pursuant to CITY rules and regulations.

Violation of the provisions of this Section may be punishable by reprimand, suspension, demotion, and/or discharge.

No sworn employee shall be disciplined based solely on information gathered by Global Positioning Satellite Systems (GPS); this provision shall not apply, however, to criminal investigations.

SECTION 2 **DISCIPLINARY ACTIONS–REPRIMAND:** Any employee may be reprimanded for cause. Such reprimand shall be in writing and signed by the employee. A copy of the reprimand document shall be transmitted to the employee. The original shall be transmitted to the

Human Resources Department for inclusion in the employee's personnel file.

An employee may request that any reprimand that is greater than one year old be removed from his personnel file. This one year period begins when the reprimand is actually transmitted to the employee. The employee will be provided with the originals of such documents. No copies or notations of such documents will be maintained in the personnel file. A copy of such document will be maintained in a separate, generic, file in the Human Resources Department. Such file shall be maintained under no individual employee's name but simply under the heading "Removed Disciplinary Actions". Such documentation may be used only for purposes of litigation not relating to the employee's discipline; or in appeals, arbitration or litigation relating to the employee's discipline only for the purposes of impeachment.

SECTION 3

DISCIPLINARY ACTIONS—SUSPENSIONS: An employee may be suspended without pay for cause for a period or periods not exceeding forty (40) working days in any twelve (12) consecutive months, however, no single suspension shall be for more than twenty (20) working days. Such suspension shall be in writing and acknowledged in writing by the employee. The suspension shall include the reasons for and the duration of the suspension. The original or a copy of the suspension document shall be transmitted to the employee. A copy of this shall be transmitted to the Human Resources Department for inclusion in the employee's personnel file.

An employee may request that any suspension that is greater than five (5) years old be removed from his personnel file. The above 5 year time period shall begin when the notice of the suspension is actually transmitted to the employee. The employee will be provided with the original such documents. No copies or notations of such suspension shall be maintained in the employee's personnel file. A copy of such document will be maintained in a separate, generic file in the Human Resources Department. Such file shall be maintained under no individual employee's name but simply under the heading "Removed Disciplinary Actions". Such documentation may be used only for purposes of litigation not relating to the officer's discipline; or in appeals, arbitration or litigation relating to the officer's discipline only for the purposes of impeachment.

An employee, at his option, shall have the right to exchange annual leave and/or compensatory time leave for suspension days if such suspension is for five (5) working days (40 hours) or fewer. Such exchange shall be made on a one-for-one ratio (up to the five working

day limit). Such exchange may also be made for unappealed suspensions of more than five (5) working days (40 hours).

SECTION 4 DISCIPLINARY ACTIONS–DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee and a copy transmitted to the Human Resources Department for inclusion in the employee's personnel file. No demotion shall be made as a disciplinary action unless the employee to be demoted is eligible for employment in a lower class and shall not be made if any regular employee in a lower class will be laid off by reason of the action.

SECTION 5 DISCIPLINARY ACTIONS–DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Human Resources Department for inclusion in the employee's personnel file. The CITY may suspend such employee immediately and indefinitely with pay. Prior to the discharge becoming effective such employee shall be entitled to present his side of the facts surrounding the discharge to an impartial CITY decision maker.

SECTION 6 Any disciplinary action must be imposed and received by the officer within 100 calendar days from the date the alleged violation occurred. This time limitation shall not apply if the disciplinary action results from or is the product of a criminal investigation. The police department shall not engage in a criminal investigation for the purpose of bypassing the 100 calendar day time limitation. An extension of the time period may be granted if mutually agreed upon by the Labor Relations Director and the Union.

When a citizen's complaint is not sustained for any reason (exonerated, not sustained, or unfounded) at the Departmental level, no disciplinary action will be taken against the employee unless the citizen appeals for further review within ten (10) working days of being notified that the complaint has not been sustained at the Departmental level. However, an extension on the time period may be granted when mutually agreed to by the Labor Relations Director and the UNION. This time limitation shall not apply whenever the disciplinary action results from or is the product of a criminal investigation.

SECTION 7 An accused officer shall be informed of the nature of the investigation and shall receive a written notice of the allegations being investigated against such officer at least twenty-four (24) hours prior to the formal interview by the Police Department. This twenty-four (24) hour period may be waived if the complaint alleges intoxication or drug

incapacitation during on duty status. The written notice shall contain the following information: (1) the allegations of the complaint; (2) the time and date and location of the incident giving rise to the investigation, if known; (3) if the complaint is a written document from an anonymous source, such written document shall be provided to the employee. If there exists a written complaint from a City employee (sworn or non-sworn), such document shall not be provided to the accused employee.

In the event that the procedures set forth above are not followed, the charges against the officer will be dismissed without prejudice.

SECTION 8 The CITY agrees to maintain in its Human Resources Department a list of all disciplinary actions against all bargaining unit employees. Disciplinary action shall be defined as all written reprimands, demotions, suspensions and discharges. The list, to be kept current on a weekly basis, shall denominate employee and type of action taken against the employee, and shall be accessible to authorized UNION representatives only.

SECTION 9 If, during the course of a citizen complaint investigation or an internal investigation, a violation is discovered that is unrelated to the original complaint or allegation, and the Chief or his designee determines that the violation is such that it should be dealt with in a non-disciplinary fashion, such as counseling or intervention, the findings of the investigation shall be directed back to the affected employee's immediate command for such intervention or counseling.

If such unrelated violation is discovered, and the Chief determines that such violation shall be dealt with by disciplinary action (reprimand, suspension, demotion, or termination), such disciplinary action shall be taken through Internal Affairs to the Chief.

In the event that a violation is discovered during an investigation that is not related to the original citizen complaint, the department will not disclose to the citizen any findings or the disciplinary action taken against the sworn employee.

ARTICLE 7

APPEAL PROCEDURE

- SECTION 1 Any employee who has satisfactorily completed twelve (12) months of employment with the CITY shall have the right to appeal to either the Personnel Board or arbitration, but not both, from a suspension, termination of employment, or reduction in classification or pay not later than ten (10) working days after receiving notice of such action. Any such employee who receives a written reprimand shall have the right to appeal to the Personnel Board only not later than ten (10) working days after receiving notice of such action. There shall be no right of appeal from the Personnel Board to the arbitrator or from the arbitrator to the Personnel Board.
- SECTION 2 If an election is made to appeal to the Personnel Board the appeal must be in writing setting forth the reasons why such action is improper and submitted to the Human Resources Director within the ten (10) working day time period. The Human Resources Director shall cause such appeal to be placed on the agenda of the next regularly scheduled Personnel Board meeting, provided the appeal is received at least ten (10) working days prior to the regularly scheduled Personnel Board meeting. Otherwise it shall be placed on the agenda of the Personnel Board for the next regularly scheduled meeting.
- SECTION 3 The Personnel Board or arbitrator shall not have jurisdiction to terminate employment of an employee upon an appeal from a suspension.
- SECTION 4 If an employee, serving a probationary period by virtue of promotion, is terminated from employment for cause, he shall be entitled to file and process an appeal under the provisions of Section 1 or Section 2 hereof.
- SECTION 5 If an election is made to appeal to arbitration, the procedure for selection of the arbitrator shall be as set forth in Article 8, Step 3, second paragraph, of this Agreement.
- SECTION 6 An employee shall have the right to process an appeal individually, by the UNION, and/or by an Attorney at Law. If an employee elects not to use the UNION or its attorney in the processing of an appeal, the decision of the Personnel Board shall not set binding precedent on the UNION.

ARTICLE 8

GRIEVANCE PROCEDURE

- SECTION 1 "Grievance" as defined in this Agreement is a claim of an employee arising during the term of this Agreement which is limited to matters of interpretation or application of the express provisions of this Agreement and excluding discharge and disciplinary actions as provided in Article 6 hereof, which actions shall be processed in accordance with Appeal Procedure as set forth in Article 7 of this Agreement. The UNION shall have the right to file a grievance in accordance with Article 8.
- SECTION 2 The following procedure shall be used in the submission of a grievance, as defined in Section 1 hereof.
- Step 1. An employee or UNION who has a grievance shall present the same, in writing, to the Police Chief, or his designated representative, within ten (10) working days from the date on which the employee or UNION became aware of the grievance. The written grievance must set forth the sections and articles of this Agreement upon which the matter of interpretation or application is involved. The Police Chief, or his designated representative, shall respond to the grievant in writing within ten (10) working days from the date on which the written grievance was received.
- Step 2. In the event the employee or UNION is dissatisfied with the response of the Chief, or his designated representative, then the employee or UNION may, within ten (10) working days from the date of the response given by the Police Chief, or his designated representative appeal said decision, in writing to the CITY Labor Relations Director, or his designated representative. The Labor Relations Director or his designated representative shall respond to the grievant, in writing, within ten (10) working days from the date on which the grievance appeal was received. An extension on the time period may be granted when mutually agreed to by the Labor Relations Director and the UNION.
- Step 3. If satisfactory settlement is not reached under Step 2 hereof, either the aggrieved employee, the UNION or the CITY by and through the Labor Relations Director, or his representative shall, within twenty (20) working days from the expiration of the limits as set forth in Step 3 or any extension thereof as set forth in Section 3, by written notice

to the other party, request arbitration. The CITY shall furnish the UNION with a copy of any such notice sent or received requesting arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be mutually selected by the parties within thirty (30) calendar days after the submission of written demand for arbitration. The UNION shall at its discretion become a party for the purpose of selecting an arbitrator. The UNION and the grievant shall together be considered one party. If the parties are unable to mutually agree as to the selection of an arbitrator within such time limit and either party continues to demand arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) arbitrators. Each party shall have the right to strike two (2) names from the list of arbitrators as submitted. The party requesting arbitration shall have the right to strike the first name and the other party shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the UNION, if the UNION is a party to the arbitration, the CITY, and on all bargaining unit employees who take part in or are represented in the arbitration proceeding. Where an employee elects to process a grievance without UNION representation or assistance, the UNION shall have the right after the arbitrator has been selected to intervene and become a party to the proceeding.

Authority of the arbitrator is defined and limited by Article 7 and Article 8 of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expenses. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires that a record of the testimony be made at the proceedings it may cause such a record to be made at its

expense; provided, however, that it supplies the arbitrator and other party or parties with copies of such record at no expense to the other party or parties.

SECTION 3 Any time limitation provided herein may be waived or extended in writing by mutual agreement of the aggrieved employee or the UNION and the Labor Relations Director or his designated representative. If either party fails to comply with any time limitation or extension thereof, absent written waiver of same, the grievance shall automatically be resolved in favor of the other party.

SECTION 4 An aggrieved employee shall have the right to process his grievance individually, by the UNION, and/or by an attorney at law.

ARTICLE 9

COMPLAINT PROCEDURE

SECTION 1 A "Complaint" as defined in this Agreement means any suggestions or disagreements by an employee or his UNION representative concerning the terms or conditions of his employment. A complaint does not include matters of discharge and discipline or grievances as defined in Section 1 of Article 8.

SECTION 2 The employee or his UNION representative shall have the right to discuss a complaint with the Police Chief or his designated representative only after having first exhausted the procedures of the Department for the processing of complaints without satisfactory resolution. The decision of the Police Chief or his designated representative shall be final and binding and not subject to review or appeal by the Personnel Board or any court of law.

ARTICLE 10

SENIORITY

- SECTION 1 Seniority shall be based on continuous length of service in classification covered by this Agreement without a break or interruption; provided, that any suspension for disciplinary purposes as provided in Section 3 of Article 6, absence on authorized leave with pay, absence on authorized leave without pay; or lay-off for thirty (30) calendar days or less, shall not constitute a break or interruption of service within the meaning of this Section.
- SECTION 2 Seniority shall commence from the date an employee enters a classification covered by this Agreement.
- SECTION 3 A list of employees arranged in order of seniority by classification and a list of employees arranged in total service with the Omaha Police Department shall be maintained and made available for examination by employees. The seniority list shall be revised and updated at the end of each fiscal year and a copy of the same shall be transmitted to the UNION. The list of employees arranged in total service with the Omaha Police Department shall be maintained and provided for information only.
- SECTION 4 Where two or more employees in the same classification were appointed on the same date, their seniority standing shall be determined in the order of their ranking on the eligibility list from which their eligibility for appointment was determined.

ARTICLE 11

PROBATIONARY EMPLOYEES

- SECTION 1 The probationary period of an employee shall consist of one (1) year of actual employment except in a case of a promotion which period shall consist of six (6) months from the effective date of promotion. Any interruption of employment during either probationary period shall not be counted as part of the period. Approved leave does not constitute an interruption of employment; however, approved leave in excess of thirty (30) days shall extend the employee's probationary period by a like number of days. An employee rehired after termination of previous employment shall be hired as a probationary employee and such probationary period shall consist of six (6) months of actual employment within the meaning of this Article and prior service shall not be credited to such period of time.
- SECTION 2 An employee who is transferred to another position in the same or different class in the same department prior to the completion of his probationary period shall complete that service period in the latter position by adding thereto his service in the former position. Verification of satisfactory employment in the new position by the Police Chief will be deemed to constitute verification of satisfactory service also in the original position. The provisions of this Section will not apply in any case of transfer from one department to another.
- SECTION 3 At any time during the probationary period the Police Chief may remove an employee whose performance does not meet the required standards, provided that he shall report the removal and reasons therefore in writing to the Human Resources Director and to the employee concerned. Any employee removed from a position during the first twelve (12) months of the probationary period (provided, however, the CITY may unilaterally extend this period an additional six months upon giving notice to the employee and the UNION of the reasons for such extension) or during the six (6) months of a promotional probationary period, except where otherwise provided in Section 4 of Article 7 shall not be entitled to appeal such removal or have the same reviewed by an arbitrator or Personnel Board. An employee removed from his position after completion of twelve (12) months service shall have the right of appeal to the Police Chief, Personnel Board, or an arbitrator.
- SECTION 4 At any time during the probationary period when an employee is about to be laid off because of reduction in force, the Police Chief, with the consent of the employee, may demote such employee, in lieu of lay-off if he is otherwise eligible and work is available in a lower class. The

name of such employee shall be restored to the lists from which it was removed at time of appointment. The probationary period of an employee demoted in lieu of lay-off during that period shall include the period of probation in the higher class. No demotion of this kind shall be made if it will result in the separation of any other employees with greater length of service. An employee serving as a result of appointment from a promotional list, who is removed from the new position for reasons other than misconduct or delinquency and who was a regular employee in another position in the classified service immediately prior to his promotional appointment, shall be reinstated in his former position or one of like status and pay.

SECTION 5 At least seven (7) working days prior to the expiration of an employee's probationary period, the Police Chief shall notify the Human Resources Director in writing whether the services of the employee have been satisfactory and whether the employee will be continued in his position. A copy of this notice shall be given to the employee by the Police Chief. Upon receipt by the Human Resources Director of a favorable report, the appointment of the employee shall be made a regular employee at the expiration of the probationary period. In the absence of such a favorable report, the employee shall be terminated from employment.

SECTION 6 All probationary employees will conform to the semi-annual detail change seniority bid process at the completion of the first eighteen (18) months of employment. Promotional probationary employees will be assigned according to their seniority within that rank in compliance with Article 15, Section 6.

ARTICLE 12

LAY-OFFS

- SECTION 1 Whenever a reduction in work force becomes necessary because of a lay off, lay-offs shall be made on the basis of seniority in classification. For purpose of this Article only, for an employee who has at anytime previously invoked the privileges accorded by Section 3 of this Article, seniority-in-classification shall mean total service as an employee of the Police Department of the CITY in all classifications above or equal to the rank to which the employee is assigned. In all other instances seniority-in-classification shall mean the numbered years employed in his particular classification as set out in Article 10.
- SECTION 2 No regular employee shall be laid off from any classification while there are provisional, probationary, part-time, or seasonal employees working in the same classification.
- SECTION 3 In the event an employee becomes subject to lay-off in his classification, and is qualified to perform duties in a lower classification, he shall be permitted to take a position in the next lower classification at that classification's rate of pay, and any employees in the lower classification subjected to lay-off by virtue of the provisions of this Section, shall be laid off in accordance with the provisions of Section 1 hereof.
- SECTION 4 In the event that an employee becomes subject to lay-off in his particular classification and a vacancy exists in a position of lower classification for which he is qualified, he may, with the approval of the Human Resources Director, or his designated representative, be appointed to such position in a lower classification on the basis of his seniority.
- SECTION 5 The names of regular employees who have been laid off shall be placed on a recall from lay-off list, maintained by the Human Resources Department, and shall be eligible for recall from layoff for a period of five (5) years, and the CITY shall rehire in the reverse order of lay-off; provided, such employees are otherwise qualified to perform the duties of the position.
- SECTION 6 Where an employee has accepted a position in a lower classification by virtue of Section 3 or 4 hereof, he shall be recalled to his former position when the same becomes available in the reverse order of reduction.

ARTICLE 13

LEAVE PROVISIONS

SECTION 1 SICK LEAVE WITH PAY: Sick leave shall be earned at the rate of 4.77 hours per pay period (124 hours per payroll year) and there will be no limit on the amount of unused sick leave an employee may accumulate. This change takes effect upon the execution of this Agreement. Any current employee employed on or before January 29, 1998, who initially reaches 800 hours of accumulated sick leave shall automatically be credited with 200 hours of additional sick leave. This credit is a one time only bonus. Should the employee subsequently use sick leave so as to fall below 1,000 hours, he must then earn back any used hours. Persons who begin employment as police officers after January 29, 1998, shall not be credited with this 200 hours of additional sick leave. Employees may with the approval of the Police Chief utilize their allowances of sick leave when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty or for reasons related to the employee's pregnancy; or her adoption of a child (up to a maximum of 480 hours). Employees shall advise their supervisors immediately when it is necessary to be absent from work on account of sickness due to reasons listed above. The CITY may request documentation of the medical necessity, and the employee must provide such documentation for the employee's absence from work.

Employees shall keep their supervisors currently informed of their condition. Failure to fulfill these requirements may result in the denial of sick leave. Department Heads shall be responsible for verifying and administering sick leave within their respective departments. The Police Chief may require either a certificate of a physician stating that such illness or injury prevented the employee from working, or a medical examination by a physician designated by the Human Resources Director or his designated representative. Sick leave shall not accrue during any period of absence without pay in excess of five (5) working days per payroll period.

If an employee retires from CITY service; or dies; or resigns or is terminated and has served a minimum of twenty (20) years of CITY service, (except in cases where the employee has been guilty of fraud or other activities resulting in a monetary loss to the CITY), he/she shall be entitled to be paid straight time pay at the employee's pay schedule for up to and including, 1,200 hours of accumulated, unused sick leave at the rate of one (1) hour for every one (1) hour of

accumulated unused sick leave, and one (1) hour for every (4) hours of accumulated unused sick leave for any hours above 1,200 up to 3,200 hours. Such payment shall be pursuant to the restrictions set forth above.

Employees may utilize forty (40) hours of sick leave in a payroll year for illness or injury to immediate family members. "Immediate" family member is defined as those family members covered by the Federal Family Medical Leave Act.

Employees shall be entitled to a credit for annual leave at the rate of two (2) hours per pay period, to a maximum of fifty two (52) hours in a payroll year conditioned on meeting the following:

The employee must:

1. Have a sick leave balance of 1,000 hours, or more; and
2. Have, in the immediate past payroll year, used 40 hours or less of sick leave.

The above bonus for annual leave shall operate as follows: At the end of each payroll year, each employee who has met the above criteria shall receive the bonus for the entire ensuing payroll year pursuant to the credit schedule above, irrespective of whether that individual employee goes below that criteria during that ensuing year. If an employee does not meet that criteria on the final day of the payroll year, he/she shall not receive the bonus for the entire ensuing year irrespective of the fact that at some time during that ensuing year such employee may meet the above requirements. In other words, the concept is that the bonus is granted for a payroll year based upon the employee's sick leave usage in the prior year.

When an employee initially reaches 1,000 hours of accumulated sick leave, he shall receive the above bonus for the remainder of the year in which he reached the 1,000 hour mark irrespective of any usage for the prior payroll year. At the end of that payroll year, he shall be evaluated according to the criteria set forth above.

All hours of sick leave shall be counted against an employee's balances for the purpose of accumulation of gross numbers of sick leave. However, any sick leave usage used by an employee for her pregnancy, (up to but not exceeding 480 hours per pregnancy) shall not be counted only for the purpose of determining whether she qualifies for the annual leave bonus.

If sick leave is used by an employee for a single illness during the payroll year change period (December - January) mandating two years without bonus instead of one, the employee may request an exemption. This exemption will be applied at the sole discretion of the Labor Relations Director.

As a result of the change in accrual of sick leave for employees as ordered by the CIR, some employees were subject to retroactive reduction in their sick leave balances for 2008 and 2009. The parties agree that these employees shall not lose their sick leave hours based on any hours accrued in 2008 and 2009.

SECTION 2 ANNUAL LEAVE: Effective with the passage and legal execution of this Agreement, Annual leave shall be earned by employees at the rate of:

<u>Year of Service</u>	<u>Annual Leave Hours Earned Per Year</u>
Initial Hire to 4 years	119 (4.57 hours per pay period)
After 4 years to 5 years	148 (5.69 hours per pay period)
After 5 years to 19 years	169 (6.50 hours per pay period)
After 19 years to 24 years	189 (7.27 hours per pay period)
After 24 years or more	197 (7.58 hours per pay period)

Annual leave for such employees in excess of 320 hours shall not be carried forward from one payroll year to the next payroll year, except where an employee is not permitted to take annual leave during the year by virtue of being on Injured on Duty status.

Employees shall be provided with the opportunity to take annual leave in minimum increments of one (1) hour and the CITY shall have the exclusive right to determine the means, methods and systems by which annual leave is scheduled; provided, however, that employees shall have the right to select their annual period in the unit as prescribed by the Police Chief by virtue of their seniority as defined in Article 10.

Any employee serving a probationary period of six (6) months by virtue of a promotion shall be entitled to take annual leave in accordance with the provisions of this Section; all other probationary employees shall not have the right to use annual leave for the first twelve (12) months of employment in accordance with the provisions of this Section, but may at the sole discretion of the Police Chief, or his designated representative, be granted the opportunity to use annual leave for emergency purposes. The decision of the Police Chief, or his designated representative, in this regard is final and binding and not subject to the grievance procedure.

If an employee retires from CITY service, dies, resigns, or is terminated (except in cases where the employee has been guilty of fraud or other activities resulting in a monetary loss to the CITY), he/she shall be entitled to be paid straight time pay at the employee's pay schedule for one (1) hour for every one (1) hour of accumulated annual leave.

ANNUAL LEAVE PROCEDURES

1. Block Annual Leave is annual and/or holiday leave in which the employee will be absent from duty a minimum of six (6) consecutive days. Normal Block Annual Leave and Summer Block Annual Leave must be requested in writing. Block Annual Leave, whether Summer Block Annual Leave or Normal Block annual leave, will prevail over "per diem" annual leave.
2. Summer Block Annual Leave is annual and/or holiday leave taken in the months of May, June, July and/or August. Requests for Summer Block Annual Leave shall be delivered by the employee to the shift commander on or before April 1st of each year. In granting Summer Block Annual Leave, seniority will prevail. If an employee submits more than one request, they will prioritize their requests to allow seniority prevalence.
 - Normal Block Annual Leave is not subject to the April 1st deadline, regardless of when the actual leave occurs. Normal Block Annual Leave requests shall be granted on a "first come, first serve" basis, regardless of seniority.
 - In the event that more than one employee submits Normal Block Annual Leave requests for the same day(s), and these requests are submitted during the same eight (8) hour shift, then seniority shall prevail during that shift only.

These situations may occur when an excessive number of employees are requesting Normal Block Annual Leave for the same day(s) which would result in exceeding the number allowed leave from unit daily personnel assignment detail.

- If an employee commences their block leave then wishes to cancel any remaining portion of that leave, AND that block leave cancelled previously granted "per diem" leave, the cancellation of the remaining block leave must be approved by the Bureau Shift Commander.

- In the event that any portion of an employee's block leave is withdrawn, the employee whose "per diem" leave was previously canceled as a direct result of granted block leave, shall be allowed to resubmit their leave request.
3. "Per Diem" annual leave is annual and/or holiday leave in which the employee will be absent from duty less than six (6) consecutive calendar days. Whenever possible, requests for "per diem" annual leave shall be made at least six (6) days prior to the requested day(s) off. If the request is made six (6) days or less than six (6) days prior to the requested day(s) off, the Bureau Shift Commander shall authorize "per diem" leave according to the following conditions.

The following provisions shall apply to all three of the above paragraphs:

On any given day, a minimum of ten (10%) percent of those of the rank of police officers assigned to a unit daily personnel assignment detail shall be granted annual leave. In calculating this 10% number, all sworn personnel (Police Officers, Sergeants, Lieutenants, and Captains) shall be included. In calculating this number, Funeral Leave, Military Leave and Special Duty shall not apply. All other leave shall apply in the calculations.

Annual leave for employees of the rank of Sergeant and Lieutenant shall be granted based on the needs of the shift for Sergeants and Lieutenants as determined by the precinct commander on that particular day. A minimum of 50% of those sworn employees (Sergeants and Lieutenants) assigned to work that shift shall be granted annual leave.

"Special Unit Details" within the CIB, UPB, and all other Bureaus shall follow the ten (10%) percent rule. Sworn personnel assigned to the "PR" shift shall be added to the "C" Shift for calculations of leave time.

4. Annual leave shall not accrue during a leave of absence without pay in excess of five (5) working days per payroll period. Annual leave shall be granted in minimum increments of one (1) hour.

As a result of the change in accrual of annual leave for employees as ordered by the CIR, some employees were subject to retroactive reduction in their annual leave balances for 2008 and 2009. The

parties agree that these employees shall not lose their annual leave hours based on any hours accrued in 2008 and 2009. In any event, should the above agreement of the parties to not cause an employee to lose annual leave hours subsequently result in an employee holding an annual leave balance greater than 320 hours, then in that case such employee shall be allowed to carry over these excess hours over 320 until the last day of the last pay period of December 2010. After the last day of the last pay period of December 2010, any hours above 320 in the employee's annual leave balance shall be forfeited.

SECTION 3 **SICK LEAVE WITHOUT PAY:** Upon application of an employee, the Police Chief may grant sick leave without pay for an entire period under those conditions set forth in Section 1 hereof. When such unpaid sick leave exceeds one (1) year, it may be renewed by the Police Chief or the Human Resources Director or his designated representative. From time to time the Police Chief shall require that the employee submit a certificate from the attending physician or practitioner, or submit to a medical examination. In the event of a failure or refusal to supply such certificate or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of his duties, such sick leave shall be cancelled and the employee's service terminated. Employees may be entitled to unpaid leave in accordance with the Family Medical Leave Act.

SECTION 4 **FUNERAL LEAVE:** In the event of the death of an employee's father, mother, step-parent, sister, brother, grandfather, grandmother, grandchild, spouse, or child related by blood, marriage, or adoption, the employee may, with the approval of the Police Chief or designated representative, be permitted to take funeral leave, with pay of three (3) consecutive working days

In the event of the death of an employee's father-in-law, mother-in-law, sister-in-law, brother-in-law, grandmother-in-law or grandfather-in-law, the employee may, with the approval of the Police Chief or his designated representative, be permitted to take funeral leave, with pay, of two (2) consecutive working days.

Funeral leave may be granted in such other instances as are justified by the relationship between the deceased and the employee. The Police Chief or his designee may, in his exercise of discretion, grant funeral leave in addition to that provided above. All of the above is contingent upon such employee attending the funeral, either on his day off or on one of the above funeral leave days, unless his ability to attend the funeral is either denied by his supervisors or by his own sickness.

SECTION 5 **MILITARY LEAVE OF ABSENCE WITH PAY:** An employee who is a member of the National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve, shall be entitled to leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority on active training duty or duty with troops or at field exercise or for instruction, for not to exceed fifteen (15) workdays in any one (1) payroll year. Such leave of absence shall be in addition to the regular vacation leave of such employees. Any employee on military leave shall not be counted as being on leave for the purposes of determining the maximum number of employees who are on annual leave.

SECTION 6 **MILITARY LEAVE OF ABSENCE WITHOUT PAY:** All employees who leave a position for the purpose of being inducted into, enlisting in, determining his physical fitness to enter, or performing training duty in the armed forces of the United States or the National Guard, shall when ordered by proper authority to active service, be entitled to a leave of absence from such civil employment for the period of such service, plus ninety (90) days, without loss of pay during the first fifteen (15) days of such leave of absence; provided, such pay for the first fifteen (15) days shall not be construed as being in addition to the pay provided for in Section 6 hereof. The proper authority may make a provisional appointment to fill any vacancy created by such leave of absence. When such person is separated from active duty under conditions other than dishonorable, he shall be entitled to return to his former position or a position of like seniority, status, and the then prevailing pay. If he is not qualified to perform the duties of such position upon his return by reason of disability sustained during the service but is qualified to perform the duties of any other position in the CITY service, he shall be restored to such other position, the duties of which he is qualified to perform, as will provide him with the same seniority, status, and pay, or the nearest proximation thereof consistent with the circumstances in his case. Application for re-employment shall be made within ninety (90) days after he is discharged from active duty. Such person shall not be discharged from his former or new position without justifiable cause within one (1) year after reinstatement.

SECTION 7 **OTHER LEAVES OF ABSENCE WITHOUT PAY:** In addition to paid leave, employees, including probationary employees, may be allowed to be absent from duty without pay for a period not to exceed three (3) months on the basis of applications for leave without pay approved by the Police Chief and the Human Resources Director or his designated

representative. Leave may be extended beyond three (3) months only with the approval of the Personnel Board. Such leave shall be granted only when it will not adversely affect the interests of the CITY. An application for leave of absence for travel, study, or other educational purposes which will equip the employee to render more effective service to the CITY normally shall be deemed as not to adversely affect the interests of the CITY.

- SECTION 8 CANCELLATION OF LEAVES OF ABSENCE: All leaves of absence shall be subject to the condition that the Police Chief may cancel the leave at any time upon prior written notice to the employee and the Human Resources Director specifying a reasonable date for termination of the leave. The Human Resources Director, or his designated representative, upon prior notice to the employee and the Police Chief, may cancel an approved leave of absence at any time he finds that the employee is using the leave for purposes other than those specified at the time of approval. In case of emergency, the Police Chief may cancel all leaves by verbal or written communication.
- SECTION 9 LEAVES OF ABSENCE - LENGTH OF SERVICE: As used in this Article continuous service or employment means employment with the CITY without a break or interruption; provided that any suspension for disciplinary reasons as provided in Section 3 of Article 6, any absence on authorized leave with pay, authorized absence on leave without pay; or lay-off for thirty (30) calendar days or less shall not constitute a break or interruption of service or employment within the meaning of this Section. The provisions of this Section shall not apply to military leaves as provided in Section 6 hereof, nor to maternity leave, nor UNION leave.
- SECTION 10 AUTHORIZATION FOR LEAVE: No leave of absence shall be granted until leave has been properly approved. Notification of any leave of absence without pay shall be submitted to the Human Resources Director prior to the taking of leave.
- SECTION 11 LEAVE COMPUTATIONS: For the purpose of calculations, leave of absence shall be computed to the nearest one-half (1/2) hour, and leave accruals shall be credited on the same basis. Employees shall not have deductions made from leave accumulations for holidays which occur at the beginning, during, or at the end of a period of leave with pay.
- SECTION 12 ABSENCE WITHOUT LEAVE: Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action by the Police Chief. In the absence of such disciplinary action any employee who absents himself

for three (3) days or more without authorized leave shall be deemed to have resigned. Such absence may be covered, however, by the Police Chief by a subsequent grant of leave with or without pay where extenuating circumstances are found to have existed.

SECTION 13 **JURY DUTY:** When an employee is summoned for jury duty by a court of competent jurisdiction and his attendance in court is required during his regularly scheduled duty shift with the CITY, he shall receive his base pay from the CITY during such service provided he turns his jury pay over to the CITY Finance officer for those days he is normally scheduled to work and for which remuneration is claimed. The employee who is summoned for jury duty, and whose regular duty shift falls on the same day but not on the "B" shift, shall receive his base pay from the CITY provided that he turns over the jury pay to the CITY Finance officer for those days he is normally scheduled to work and for which remuneration is claimed. This employee shall be assigned to special duty "B" shift for each day he serves on the jury duty during his regular working days.

SECTION 14 **LEAVE - UNION REPRESENTATIVE:** One UNION representative or the UNION president shall be entitled to a leave of absence with pay unrestricted as to time while he is engaged in UNION activities. However, the UNION shall reimburse the CITY on a monthly basis for the full cost of such employee's pay and all fringe benefits.

SECTION 15 **SICK & ANNUAL LEAVE PAYOFF AT RETIREMENT:** Those employees who retire upon the legal execution of this labor agreement until December 18, 2004, shall receive their payout for sick and annual leave (pursuant to other portions of this labor agreement) in the second pay period of January 2005. Those employees who retire from December 19, 2004, until December 31, 2005, shall receive their payout for sick and annual leave (pursuant to other portions of this labor agreement) in the second pay period of January 2006. Those employees who retire from January 1, 2006, until December 30, 2006, shall receive their payout for sick and annual leave (pursuant to other portions of this labor agreement) in the second pay period of January 2007. Employees who opt for the early-deferred retirement option (Article 34, Section 10) shall receive their sick and annual leave payout upon their retirement.

SECTION 16 BIRTHDAY LEAVE: Each employee is entitled to leave on his/her birthday. The employee may take such leave on any day within seven (7) days before or after the actual birthday, pursuant to the rules for granting of "Per Diem" leave as outlined above in Section 2. The employee and his/her supervisor may, upon mutual agreement, agree on another day for birthday leave after the actual birthday. An employee shall not take birthday leave on any observed holiday.

ARTICLE 14

NON-DISCRIMINATION

SECTION 1 The parties hereby agree not to discriminate against employees because of age, race, color, creed, sex, religious or political affiliations.

SECTION 2 The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, entice or reward, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of employees to withdraw, revoke, or cancel UNION membership.

ARTICLE 15

HOURS OF WORK AND DUTY SHIFTS

SECTION 1 Eight (8) hours shall normally constitute a day's work, except for employees working approved 10 or 12 hour days or on the card system, in which case a work day shall be 10, 12 or 8 ½ hours respectively. Forty (40) hours per week or the schedule set forth in Article 15, Section 10 reflecting the card system currently in effect which is not modified by this Agreement shall constitute a week's work. The CITY and the UNION may mutually agree to establish a ten (10) hour, four (4) day work week for designated positions on a trial basis.

SECTION 2 Attendance at Police School, Police Training courses, or refresher courses held immediately before or following the tour of active duty not in excess of two (2) hours in any month shall not be considered as hours worked under this Agreement.

While the initially hired employees for the position of Police Officer are in the Academy phase (not FTO) of training, the workday requirements are at the discretion of the training staff, based on the need for instruction. The recruit status employee may be required to work up to 9 hours per day providing they not be worked more than 42 hours per week. Any time requirement exceeding the 9 hour workday or 42 hour workweek, would result in compensation at the rate of one and one-half the number of hours worked in excess of these work hours. In addition, during one week of the Academy phase, selected wholly at the discretion of the training staff regarding date and location, the following applies: recruit status employees will be required to work up to 10 hours per day; this total time per days is regardless of continuous or continual time worked; during this designated week, recruit status employees will be required to work up to 47 hours prior to overtime, or time and one-half compensation, beyond that threshold.

SECTION 3 An employee shall be allowed a thirty (30) minute lunch period with pay, which period shall be considered as time worked under this Agreement.

SECTION 4 A calendar day shall be divided into four (4) shifts designated as follows: "A" Shift (2400-0800 hrs.); "B" Shift (0800-1600 hrs.); "C" Shift (1600-2400 hrs.), and Priority Response (PR) Shift. The "A," "B," and "C" shifts may be varied not to exceed two (2) hours, except the "PR" Shift at the sole discretion of the Police Chief or his designated representative, provided the employees affected are provided a minimum of sixteen (16) hours as to the change of hours for the shift

The PR Shift shall consist of 4 consecutive 10-hour days (Wed through Sat) with 3 days off. PR Shift workdays may be changed by mutual agreement between the CITY and the UNION. In advance of the UPB bidding process employee management shall announce the number of 10-hour shift positions for each precinct. The exact hours of the PR Shift shall be set by management in hours ranging between 1600-0400 hours. Affected employees shall be provided a minimum of sixteen (16) hours as to the change of hours for their shift. The City may or may not at its management discretion, institute the above PR shift.

PR Shift employees shall be assigned to Uniform Patrol on an equitable basis, based on call load, to cruiser districts. These employees shall primarily respond to calls for services with the exception of short-term assignments necessitated by public safety priorities. Uniform Patrol Bureau employees assigned to PR Shift shall not exceed thirty-two (32) employees or fourteen percent (14%) (whichever is less) of the employees assigned to a uniform patrol bureau personnel assignment detail on "A" and "C" Shifts at semi-annual shift change and shall not exceed four (4) uniform patrol bureau sergeants. Assignment of employees to PR Shift will be implemented at the September 2001 detail change and will be done in accordance with Article 10 and Article 15.

Employees who fill 10-hour day positions (PR Shift) and have at least 4 years of service with the Omaha Police Department shall reduce the number of 4 year employees required to be assigned to "A" and "C" shift crew by precinct, according to the following:

One third of the 10-hour PR Shift 4 year positions assigned to a precinct will be credited to "A" shift crews with that precinct and two-thirds will be credited to "C" shift crews within that precinct (all fractions shall be rounded to the nearest whole). Positions credited will be distributed as evenly as possible among the affected crews in an effort to balance the number of 4-year employees actually assigned to crews.

At the start of each semi-annual detail change, UPB employees assigned to 10-hour PR shift shall have twenty (20) hours of annual leave credited to their payroll annual leave account. The annual leave guidelines in effect in Article 13, Section 16, for the purposes of determining the number of employees off on leave shall apply.

Those assigned to the PR shift shall be recognized as being on the card system and therefore entitled to receive card pay.

AIR SUPPORT UNIT (AIR WING)

All pilots and observers will be assigned to a 12-hour shift based upon a special card system. This is for the Air Support Unit only.

Any time an employee on such 12-hour shift takes annual, sick, or any other type of leave for his/her entire shift, such employee shall be debited 12 hours. (The exception being Sundays, when an 8 hours shift is worked in order to comply with FLSA guidelines regarding maximum hours worked. If such employee's ordinary day off falls on a holiday, he/she shall be paid according to the Union Contract - 8 hours of pay.

Employees in the Air Support Unit working 12 hour shifts will not be required to work any supplemental hours contained in the Labor Agreement (All supp hours are eliminated on or after January 1, 2006).

The exact hours of the shift may be varied from time to time and shall be in the sole discretion of the employer. Shift hours will not be changed unless such employees are given reasonable notice.

Because of the card systems for the 12-hour shift, there will be times when employees on two different cards will actually work within the actual 24 hours of the holiday. When this occurs, any employee whose shift actually begins on the holiday or birthday will receive holiday or birthday pay for all hours worked that shift. Employees who work a shift that does not begin on the holiday or birthday will not receive holiday pay.

SECTION 5

Police Officers, Sergeants, Lieutenants and Captains shall staff the shifts, designated in Section 4, on the basis of bids submitted by such employees to be effective on the first or second Sunday in March (whichever is the beginning of the next payroll period), and on the first or second Sunday in September (whichever is the beginning of the next payroll period) of each year on the basis of their seniority as defined in Article 10. The CITY shall establish the time periods and manner of bidding. Prior to staffing the shifts, the Police Chief shall have the exclusive right of assignment (irrespective of the shift bidding process) of personnel and establishment of hours for the positions of Lieutenant of Narcotic Unit; Lieutenant of Internal Affairs; Lieutenant of Crime Analysis; Lieutenant of Training; Lieutenant of Inspections; Lieutenant of Domestic Services Unit; Lieutenant of Management of Called for Services. After the above positions have been staffed, the Chief of Police shall determine personnel assignments. The following exceptions apply:

Sergeants assigned to UPB patrol area positions, UPB Administrative Sergeant positions, the court liaison Sergeant, the front desk Sergeant, and any other Sergeant positions named after the legal execution of this agreement shall bid for their positions based on their seniority within the group of sergeants assigned to these positions. Employees assigned to UPB sergeant's area positions shall bid for their work shifts as well as their positions based on their seniority within the group of officers assigned to these positions. During this process, Police Officers (no other ranks) have the opportunity to rebid their shift and bid their UPB sergeants areas simultaneously. The CITY shall establish the time periods and manner of bidding.

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.

The Police Chief may under special circumstances vary the seniority bidding system on a case-by-case basis.

The hours of designated sworn command employees assigned to selected positions may be changed upon mutual consent of management and the affected sworn command employee based on the needs of that particular position. The change in hours request may be initiated by management or the affected sworn command employee. Any such changes agreed to shall only occur during the normal work week (Sunday through Saturday) and shall not carry over into another week. If a dispute arises between the affected sworn command employee and management, the dispute will be resolved by the payment of overtime to the employee, not to exceed one and one-half times the actual hours worked beyond the employee's regularly scheduled shift. The use of the grievance process will not be used to resolve such disputes.

Those sworn command employees eligible for consideration for change in their ordinary work shift include:

1. All existing captains' positions.
2. Administrative assistants to the Chief and each Deputy Chief.
3. Training Commander.
4. Prevention Programs Commander.
5. Public Information Office Commander.
6. Professional Standards (Lieutenant).
7. Inspections Commander (Lieutenant).
8. Narcotics/Intelligence (Lieutenant).

9. Traffic Section (Lieutenant).

The CITY shall provide a live forum at which employees at the rank of Police Officer may present their bids. Such live forum, as established by the CITY, shall be considered optional, and will not be considered hours worked unless an officer is scheduled during their normal duty shift.

When employees are provided this opportunity during their first shift, their supervisor should allow them to attend on-duty, if possible. However, if the Police Officer is unavailable, his bid sheet form or notarized proxy bid will serve as his preference bid for hours and sergeant's area.

Police Officers with at least four years of continuous service, assigned to A or C shift in the initial bid for hours, and subsequently assigned to UPB patrol area positions may be restricted to A or C Shift within the group of Police Officers assigned to UPB patrol area positions, in order to comply with the "four-year rule" described in Section 5 of the current collective bargaining agreement.

ESTABLISHING SPECIALTY POSITION ELIGIBILITY LISTS

The specialty position application/testing process for all specialty positions will occur twice a year. This process will take place in December and June and the list will become effective every January 15th and July 15th.

Any sworn employee who transfers from a specialty position application group and desires consideration to transfer back into the same specialty position application group within that same semi-annual detail period may request to do so by submitting an interoffice to the Captain of that particular specialty position application group. The intent of this language is to allow sworn employee(s) the opportunity to return to a specialty position, within a defined time period, without the need to retest or re-apply.

Specialty Position Selections

Specialty Position Eligibility Lists expire January 14th and July 14th of every year. At the discretion of the Chief, a Specialty Position Eligibility List may be declared expired if:

- 80% of the candidates on such list have been placed in a specialty position or have been offered and declined a

- specialty position, or
- if three or less officer candidates or two or less sergeant candidates remain on such Specialty Position Eligibility List.

If a specialty Position Eligibility List is declared expired, as defined by the language above and prior to the regularly scheduled expiration date (i.e. January 14th and July 14th), a candidate may be selected outside of the Specialty Position Selection Process. At the request of the Chief, and upon mutual agreement with the Union, a Specialty Position Eligibility List may be extended by 6 months.

Specialty Assignments for Lieutenants

Lieutenants are assigned to Specialty Positions at the discretion of the Chief of Police or his or her designee. A Lieutenant may be assigned to a particular shift for a Specialty Job if they have the seniority to be assigned to that shift at the time of the assignment of if the position is one of the positions specified in Article 15, Section 5 of the union contract. It is understood that once a Lieutenant is assigned to a specialty position on a particular shift, the Lieutenant shall be entitled to maintain the assignment in that specialty position, regardless of any future shift bid.

Eligibility for Application—Police Officers

An officer may submit an application for a specialty position if they have three years of service or they will attain three years of service with the Omaha Police Department prior to the expiration of the eligibility list. For an officer to be selected to a specialty position he/she must have a minimum of three years of service as an Omaha police officer at the time of his/her assignment. Officers currently assigned to a specialty position and who are requesting a transfer to another specialty position within the same application group regardless of shift or position need only submit Interoffice communication to the Bureau Captain in change of the desired position. They do not have to submit an application to be considered for an internal transfer within the same application group.

An application group pertains to those positions that a special application questionnaire covers. FOR EXAMPLE: The CIB application group covers all CIB positions. The training application group covers all training positions. The accident investigation group covers only accident investigation positions, not traffic enforcement positions or canine positions, as they are separate applications with different questionnaires.

Seniority Process—Specialty Positions

For the purposes of establishing whether an officer/sergeant candidate has sufficient seniority to be assigned to a specialty position, on a particular shift, the officer/sergeant candidate must have had sufficient seniority to be assigned to that particular shift according to the most recent semi-annual Uniform Patrol Bureau bid board or Sergeant's bid board, or as detailed below for sergeant candidates.

It is understood that once an officer/sergeant candidate is assigned to a specialty position on a particular shift, the officer/sergeant shall be entitled to maintain the assignment to any specialty position, within the same application group, and shift regardless of any future UPB bid board seniority standards or Sergeant's bid board. If the assignment to a specialty position is to a different shift, then the current UPB bid board seniority standards shall apply for that particular shift. However, if that particular officer vacates, or is removed, from a specialty position, and is assigned to the Uniform Patrol Bureau (non-temporary duty status) they shall be no longer so entitled.

All sergeants may submit an application for a specialty position. For a sergeant to be selected for a specialty position on a particular "B" shift, he/she must fall within the following criteria:

- Must have a minimum of 6 months of service as an Omaha police sergeant. It is understood that the 6 months time period begins when the employee starts the duties as an Omaha police sergeant OR,
- Fall within the top 90% of the current sergeant seniority list OR,
- Had sufficient seniority to be assigned to that particular shift at the time of assignment.

SECTION 6

Any vacancy (occurring because of retirement, death, promotion, voluntary or involuntary termination, or for any other reason) occurring in a shift between bidding dates shall be filled without the necessity of rebidding the shift affected. Such shift vacancy shall be filled by that employee who, at the last bidding date, was next in seniority to go to that now open shift position, and had bid that shift. That employee may decline the shift change and, in that event, the vacancy shall be filled by the next senior employee to have bid that shift at the last bidding date. The CITY shall have the exclusive right to assign within the shift any employee who changes positions, pursuant to the above, between bid dates. Probationary employees are exempt from Sections 5 and 6 for the first eighteen (18) months of employment.

SECTION 7 During an emergency as declared by the Police Chief, employee's shifts, hours, and duties may be established at the discretion of the Police Chief.

SECTION 8 Any change in the work schedule that results in splitting days off shall be by mutual agreement of the CITY and the employee, unless said split days off apply to forty (40) hour department wide training and unless the provisions of Article 15, Section 7, are invoked.

SECTION 9 Employees who are going to be transferred from non-uniform job assignment to a uniform job assignment shall be given a minimum of five (5) working days notice.

SECTION 10

1. Employees under the card system shall continue to work a 4-2 scheduling procedure and shall work a shift that is 8 hours 30 minutes. The additional thirty (30) minutes shall normally be worked by working fifteen (15) minutes prior to the eight (8) hour shift and fifteen (15) minutes at the end of the eight (8) hour shift. It is understood and agreed that the current fifteen (15) minute report in time is included within and not in addition to the fifteen (15) minute time added to the front end of a sworn employee's duty shift.

It is understood that the thirty (30) minutes provided for herein is compensated by the base pay schedule, and no additional compensation (either straight time or overtime) shall be paid for these thirty (30) minutes. Further, it is understood that the above division of such thirty (30) minute period between the beginning or end of a shift may be changed on a case by case basis because of special circumstances (training, special events, lead officer, etc.).

Lead officers will still be required to report early within the adjusted provisions of this paragraph; however, the compensation for such time is included in the employee's base pay.

2. In addition to the work schedule described in paragraph 1, each sworn employee working a 4-2 schedule shall work an additional twelve (12) hours per payroll year, referred to as "supplemental hours." Beginning January 1, 2006, no sworn employee shall be required to work any "supplemental hours" pursuant to this paragraph.
3. The manner and method for working the twelve (12)

supplemental hours per payroll year provided for in the above paragraph 2 shall be determined by the management of the Omaha Police Department subject to the following conditions:

- A. If such assignment does not merge with the employee's regularly scheduled shift, the supplemental hours must be in increments of four (4) or more hours, and the employee shall be given a minimum of fourteen (14) days notice unless said notice is personally waived by the employee.
 - B. If such supplemental hours merge with the employee's regularly scheduled shift, they will be assigned in one (1) hour increments, if possible, but in no event shall they be scheduled in increments of less than thirty (30) minutes. An employee shall be given a minimum of sixteen (16) hours notice (from the time such supplemental hours are to begin) of any supplemental hours unless this notice is personally waived by the employees.
 - C. The CITY shall avoid scheduling supplemental hours of work on days off adjacent to or during pre-approved block leave and will make a reasonable effort to avoid scheduling supplemental hours of work on days off adjacent to any pre-approved leave days. The CITY shall also make a reasonable effort to schedule supplemental work hours during employee's regularly assigned shift hours. If an employee is assigned to work a specific number of supplemental hours and the nature of the work requires that those hours be extended, such additional extended supplemental hours shall not be compensated as overtime, but shall be credited to the employee's supplemental hours requirement. If the total hours worked exceeds the employee's supplement requirement for the year, such extension shall be considered overtime and paid as such.
4. Employees entering the 4-2 plus day off schedule system on and after January 1, 1997, shall begin with a balance of extra hours of work due equal to one hour per month left in the year for any month where at least sixteen (16) calendar days remain. Employees leaving the 4-2 plus day off schedule system at any time during the year shall have their balance of supplemental hours of work due canceled.

If any employee leaves the 4-2 plus schedule and has worked more supplemental hours than the number of months the employee was assigned to the 4-2 plus schedule, that employee shall be compensated for the supplemental hours worked in excess of the amount due. Payment shall be made at the rate of 1½ times that employee's rate of pay as listed on the pay plan for the number of hours worked; however, if overtime hours were traded for supplemental hours, the pay back shall be at straight pay at that employee's rate as listed on the pay plan.

5. The twelve (12) supplemental hours provided herein in no way affect the number of hours an employee earns or uses for any leave, compensated or uncompensated. Employees shall not be allowed annual leave during work hours assigned pursuant to this Section.
6. It is the understanding and intent of the parties that working supplemental time as provided for in this Section shall in no way affect the employee's compensation. If an employee is called in to work supplemental hours in an increment of one duty shift (eight hours) the employee shall work a shift which includes the thirty (30) minute supplemental time.

Specifically, an employee shall have eight (8) hours deducted from his supplemental time obligation for working a shift which is eight (8) hours and thirty (30) minutes in length.

It is the understanding and intent that supplemental time worked on a holiday or other supplemental times worked which otherwise might result in additional compensation beyond eight (8) hours of base pay shall by virtue of this Section result in compensation for eight (8) hours. In those instances where supplemental hours are worked during a designated holiday, the employee's assigned compensation shall be increased only by an additional factor of 1½ times his base pay. Specifically, when an employee works a full supplemental duty shift (8 hours and 30 minutes) on a designated holiday such employee's total compensation for those hours worked shall be twelve (12) hours base pay.

7. The parties understand and agree that in the event an employee working a 4-2 schedule takes paid annual leave or sick leave or any other compensated leave for a full duty shift(s) shall be compensated on the basis of eight hours irrespective of whether

the employee worked more than eight (8) hour duty shifts as a consequence of the implementation of this Section.

8. If an employee utilizes paid sick, annual leave or other paid leave for a full duty shift, that employee shall have deducted eight (8) hours from his accumulated bank of hours.
9. Employees have the option of declaring any earned overtime to be used toward owed supplemental hours at the rate of one hour of overtime (1½ times the number of hours actually worked) for one hour of supplemental time. (For example: one hour worked as overtime equals 1½ hours of straight pay or 1½ of supplemental time, whichever employee chooses.) Employees also have the option of declaring earned court time for two (2) court appearances per payroll year (Article 19, Section 2) to be used toward maximum of eight (8) supplemental hours. However, the employee must declare the overtime/court time referred to above to be used at the time the overtime/court time report was made and can only be used toward supplemental hours owed during the same payroll year.

SECTION 11 DAYLIGHT SAVINGS TIME: When an hour is added to a shift due to daylight savings time, an employee working nine (9) hours will get paid the equivalent of overtime at the rate of one and one-half (1½) pay for the additional hour of work. That overtime can be taken as one (1) hour of overtime pay or as comp time at the employee's designation.

An employee working seven (7) hours when the shift is shortened as the result of daylight savings time, may either work seven (7) hours or use one (1) hour (straight time) of comp time or annual leave; or the employee can choose to work the extra hour and the City will be allowed to determine if that additional hour should be scheduled at the beginning or the end of the employee's shift. The employee shall notify his/her supervisor in writing no less than fourteen (14) calendar days in advance if he/she intends to work the eight (8) hours rather than the seven (7). Within seventy-two (72) hours of receipt of the written notification, the supervisor will tell the employee if he/she will work an hour prior to the seven (7) hour shift or an hour after the shift. It is the supervisor's discretion as to whether the employees working the extra hour work at the end or beginning of the shift or split with some employees working before and some employees working after the seven (7) hour shift. If the supervisor has multiple employees desiring to work the extra hour and the supervisor wants to split the number of employees working early and late, the employees may chose which time they want to work on the basis of seniority.

Such procedures shall be adapted appropriately to meet the needs of a ten (10) hour work shift.

Forms for notification of intent to work will be available through supervisors. Employees will be provided with the forms at least fourteen (14) calendar days prior to the daylight savings time switch. If the supervisor fails to provide the form and an employee wants to work the extra hour, the employee may choose when he/she wants to work the hour. If the employee fails to timely turn in the form, the supervisor can choose whether the employee will work the extra hour or will need to use an hour of leave. If the supervisor fails to timely notice the employee as to whether he or she will be working early or late, the employee may choose when he/she will work the hour.

SECTION 12 Upon the legal execution of this labor agreement, all sworn employees assigned to Central Station shall be issued parking passes for spaces in proximity to Central Station and to be used consistent with department policy.

ARTICLE 16

UNION ACTIVITIES

- SECTION 1 The UNION agrees that it will not at any time solicit membership or collect UNION dues, fees, or assessments of any kind, or distribute literature or any other type of printed material on CITY time or in CITY buildings or on CITY property.
- SECTION 2 However, it is agreed that the solicitation of members and distribution of UNION literature of a non-controversial nature will be allowed during one thirty-minute presentation to be made by UNION representative to each new police recruit class.
- SECTION 3 The UNION shall have the right to address the employees at shift change assemblies within the following limitations:
1. approval must be granted by the Police Chief in advance of the UNION addressing the employees;
 2. approval will be granted a maximum of once every thirty (30) days;
 3. such UNION address will be limited to a maximum of five (5) minutes.

ARTICLE 17

OUTSIDE EMPLOYMENT AND EMPLOYEE DUTIES

SECTION 1 **OUTSIDE EMPLOYMENT WITHOUT UNIFORM:** Employees shall be entitled to engage in outside employment, including employment or service as an appointed officer for any public body, with full police authority, including powers of arrest, which does not require the use of the official uniform as defined in the Department's rules and regulations and which is not otherwise prohibited by the provisions of this Agreement, provided that the duties of the outside employment do not constitute a conflict of interest nor conflict with an employee's performance of his duties with the CITY. The provisions of this Section shall be enforced by the Police Chief or his designated representative whose decision shall be final and binding and not subject to appeal or review by an arbitrator or Personnel Board.

SECTION 2 **OUTSIDE EMPLOYMENT WITH UNIFORM:** Employees may be allowed to engage in outside employment, with full police authority, including powers of arrest, which does require the use of the official uniform as defined in the Department's rules and regulations and which is not otherwise prohibited by the provisions of this Agreement, provided that prior approval is obtained by the employee from the Police Chief.

In the event an employment opportunity arises at such a time when it is impossible to obtain the prior approval required above and an employee desires to engage in outside employment, then, and only then, a lieutenant or the person assigned in his stead may approve such employment. Such approval shall not be granted unless there remains less than seventy-two (72) hours prior to the commencement of such employment, detailing the place of employment, duration of employment and type of employment; provided, that no approval shall be granted unless the employment shall conclude within forty-eight (48) hours after the employment is to commence.

Provided further, that no approval shall be granted by a lieutenant or his stead unless: 1) the job the employee desires has been previously approved by the Police Chief; or b) the nature or type of employment is that which has been previously approved by the Police Chief, which shall be determined by existing regulations and procedures; or c) on short term notice, a lieutenant may authorize any outside employment not in conflict with the CITY.

The regular procedure for approval must be utilized where the employment is continuing after 48 hours from commencement or the

employee has more than seventy-two (72) hours notice. The provisions of this Section shall be enforced by the Police Chief or his designated representative whose decision shall be final and binding and not subject to appeal or review by an arbitrator or Personnel Board.

SECTION 3 **EMPLOYMENT IN TWO OR MORE DEPARTMENTS:** No employee shall be employed simultaneously by two (2) or more departments of the CITY when the total number of hours worked exceeds the normal work week in either department.

ARTICLE 18

CITIZEN COMPLAINTS

- SECTION 1 For the purpose of this Article only "private citizen" is defined as an individual not in the employ of the Omaha Police Department and "formal complaint" is defined as a report by a private citizen alleging misconduct by an employee against that citizen while the employee is engaged in his official police duties.
- SECTION 2 A private citizen who desires to file a formal complaint against an employee shall be required to sign and attest a formal complaint form specifying the misconduct of the employee in the presence of a command officer or an Internal Affairs officer of the Omaha Police Department.
- SECTION 3 The Police Department will receive, and is not precluded by the above from receiving, information or other complaints on an informal basis. Third party complaints will be received as information and investigated by Internal Affairs (not as a Citizens Complaint) on an individual basis.
- SECTION 4 This Article is not subject to review under Article 7, APPEAL PROCEDURE.
- SECTION 5 Upon assignment of discipline, and prior to appeal of said discipline, the UNION president and/or his designee, shall be allowed to review the entire Internal Affairs report including transcriptions of all interviews, transcriptions of all audio tapes, all video tapes, and all documentation used during the investigation.

ARTICLE 18a

EMPLOYEES' BILL OF RIGHTS

All employees within the Bargaining Unit shall be entitled to the protection of what shall hereafter be termed as the "Police Officers' Bill of Rights" which shall be added to the present Rules and Regulations of the Omaha Police Department. The rights and procedures contained herein shall not apply to any criminal investigations.

- A. The Omaha Police Department will not solicit any formal citizens' complaints against any employee; solicitation shall not be construed to mean any follow-up of a third-party complaint or follow-up of first-party complaints.

- B. An employee shall not be subjected to any offensive language, nor shall he be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his resignation, nor shall he be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
- C. An accused employee shall be informed of the nature of the investigation and shall receive a copy of the written formal citizens' complaints against him at least twenty-four (24) hours prior to his formal interview by the Police Department. This twenty-four (24) hour period may be waived if the complaint alleges intoxication or drug incapacitation during on duty status. The accused employee shall be permitted to have either his choice of an attorney or UNION Official or both present during the interview. Should the employee not be able to obtain and consult with a UNION representative, the employee may be granted a reasonable time, up to 24 hours by the Internal Affairs Lieutenant or designee to obtain such representative. The employee being interviewed shall be made aware of the fact that any statement made may be used by the Department as part of the investigation. If the Department chooses to tape record any portion of the proceedings, it must record the entire proceedings and the employee shall be made aware that a recording is being made. Only the Internal Affairs investigator shall be allowed to record the investigative interview. Should any disciplinary action be taken as a result of this investigation, the CITY will provide, at the employee's request, a complete duplicate recording of his taped interview and a transcript.

At any time during the course of an interview of a witness employee, if it is reasonable for the Internal Affairs investigator to believe that the witness employee has become a possible target in an investigation, which could result in disciplinary action, the witness employee shall be so informed by the Internal Affairs investigator that he/she has become a possible target of an investigation.

If, during the course of an interview, a witness employee reasonably believes that he may become the target of an investigation which could result in disciplinary action, such employee may request UNION representation and 24-hour notice as well as other rights afforded under Article 18(a). The Internal Affairs investigator will document the request by the witness employee and use his sole discretion whether to complete the interview. Prior to being interviewed such witness

employee shall be advised, in writing, of the above.

- D. If an employee is being investigated and interviewed by superior officers in his/her command (known as a "line investigation") because of an internal infraction, the following procedure must be followed. The subject employee shall be permitted to have a Union representative during the interview, and the employee shall have one (1) hour to procure such Union representative.

If the result of the line investigation, which shall be completed within the next three (3) scheduled duty shifts of the subject officer, shows that the discipline to be recommended by the employee's supervisor(s) will be greater than a written reprimand, the continuing investigation shall be performed by the Internal Affairs Unit or the Professional Standards Commander.

When the investigation is being conducted by Professional Standards or the Internal Affairs Unit, the employee will be afforded the protections outlined in Sub-Section (C) of this Article.

- E. The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee. If such interview is conducted during off-duty time, the employee shall be compensated in accordance with regular overtime procedures.
- F. The employee shall be informed prior to the interview of the name and rank of the person in charge of the interview, the interviewing officers, and all other persons to be present during the interview. All questions directed to the employee during the interview shall be asked by only one interviewer at one time.
- G. The interview session shall be for a reasonable period taking into consideration gravity and complexity of the issue being investigated. The person being interviewed shall be allowed to attend his own personal physical necessities, telephone calls, and rest periods, with one ten (10) minute intermission every hour.
- H. Each employee involved in an investigation shall be given a form or card outlining the expressed language and protections in Article 18 prior to questioning.
- I. Unless agreed to by the employee, the CITY shall not divulge

the reason for any disciplinary action that is not appealed beyond the Human Resources Director. The CITY shall make every reasonable effort to insure that no employee's home address, home telephone number or photograph of the employee which the CITY may possess, is released to the news media, or for public consumption. Should it be determined that this information was released, this, in and of itself, shall not be reason for change, in any fashion, of the disciplinary action that was imposed. However, if it is determined that this information was released by a CITY employee, that employee shall be disciplined in accordance with appropriate rules, UNION contracts, the CITY Charter and CITY Code.

- J. In the event that the procedures set forth in this Section and Article, (excluding Sub-Section I), are not followed, the charges against the employee will be dismissed without prejudice.
- K. All rights provided in this Article shall apply to the second and subsequent interview of the accused employee regarding the same investigation.

ARTICLE 18b

RELIEF FROM DUTY: Relief from duty may be used in limited circumstances. An employee may be relieved of duty under the following circumstances.

- A. An employee scheduled to go on duty or is on duty and the employee is physically or mentally incapacitated to the extent that in the opinion of his superior it would be unsafe to allow the employee to go on duty or continue on duty.
- B. An employee is scheduled to go on duty or is on duty and some matter comes to the attention of his superior which in his opinion is of such serious nature that would warrant his being removed from duty.
- C. Relief from duty is a temporary situation and there is no loss of salary or benefits during this period.

ARTICLE 19

ATTENDANCE IN COURT, CONFERENCES, TRAINING, & OTHER MEETINGS

- SECTION 1 Attendance in court or before an administrative tribunal in connection with an employee's officially assigned duties, the performance of other authorized duties in connection with CITY business or authorized attendance at a trade or professional meeting which relates directly to official CITY business during his duty shift shall not be considered leaves of absence. Any employee who is officially authorized to attend such functions or meetings shall be paid at his base rate of pay for the period of attendance.
- SECTION 2 If an employee is required to attend County Court, District Court, or United States District Court during his off-duty periods, he shall be compensated at a minimum of three (3) hours at time and a half (1½) or the actual hours in attendance at time and a half (1½), whichever is greater.
- If an employee is required to attend a Personnel Board hearing without the issuance of a subpoena or with or without forty-eight (48) hour notice, during off-duty periods, he shall be compensated at a minimum of two (2) hours straight time or two (2) times the number of hours, for actual time and attendance, whichever is greater.
- If an employee is required to attend a Personnel Board hearing through the issuance of a subpoena or by the giving of forty-eight (48) hours notice or other meeting directly related to his official duties, during his off-duty periods, he shall be compensated at a minimum of two (2) hours at straight time or one and one-half (1½) times the number of hours, for actual time and attendance, whichever is greater.
- SECTION 3 Employees who voluntarily or who are ordered to attend training seminars, workshops, or schooling outside the City of Omaha shall be paid at their base pay while in attendance at such functions and shall not be entitled to overtime, call-in, or any minimum hours of pay.
- SECTION 4 The CITY shall give all employees notice of any schooling or training available. The City of Omaha will agree to provide a minimum of sixteen (16) hours of department-wide in-service training per year for every sworn Police employee. Additionally, the City will make every reasonable effort to provide an additional eight (8) hours of training per year. The exact items that sworn Police employees will be trained upon will be at the discretion of the Police Chief.

SECTION 5 In the event an employee is required to or voluntarily accepts an assignment, requiring the employee to attend and give testimony before any court or quasi judicial tribunal more than one hundred miles from the corporate limits of the City of Omaha such employee's hours/work shifts may be changed or adjusted (PO-45) to accommodate his/her travel and attendance. Conversely, if under such circumstances attendance is required, or voluntarily accepted, before a court or quasi judicial tribunal less than one hundred miles from the corporate limits of the City of Omaha such employee's hours/work shifts will not be changed or adjusted without the voluntary consent of the employee.

SECTION 6 In the event an employee is assigned to or voluntarily accepts the responsibility for traveling outside the limits of the City of Omaha for the purposes of taking custody of a prisoner and such destination is more than 100 miles from the corporate limits of the City of Omaha, such employee's hours/duty shifts may be changed to accommodate this assignment. Conversely, if the employee is assigned to or voluntarily accepts the responsibility for traveling to a location to take custody of a prisoner when of Omaha, such employee's hours/duty shifts will not be adjusted for the purposes described herein without the voluntary consent of the employee.

SECTION 7 Any voluntary training attended by an employee may serve as the basis for adjusting or changing that employee's hours/duty shifts.

SECTION 8 Nothing contained herein shall allow the splitting of days off unless same is the subject of a mutual agreement by and between the CITY and the employee involved. The Police Administration shall notify the UNION of an agreement reached pursuant to this paragraph.

SECTION 9 For the purpose of this Agreement, Temporary Duty Assignment (TDA) is defined as assignment to any duty shift other than the employee's regular duty shift. Any affected employees duties on TDA, whether by assignment, employee consent, or mutual agreement, shall not include appearance in court or administrative tribunals. Nor will the affected employee be directed to perform enforcement, investigative or administrative duties.

The CITY may assign any employee to TDA consisting of one (1) continuous eight (8) hour shift in a calendar month for the purpose of attending meetings. The CITY shall provide the employee not less than three (3) days notice, and shall not assign any employee to temporary duty assignments more than four (4) times in a calendar year.

With the consent of the employee, the CITY may assign any employee to TDA of two (2) days, each consisting of one (1) continuous eight (8) hour shift, within a calendar month.

The CITY may assign any employee to TDA exceeding the two (2) day limit only with the express consent of the employee and the UNION.

ARTICLE 20

HOLIDAYS

- SECTION 1 New Years Day
 Martin Luther King's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 The Friday immediately following Thanksgiving Day
 Christmas Day
 Patriots Day (September 11th or as designated by the Federal Government or the Mayor; this holiday begins in the 2007 payroll year)
- The Mayor and President of the UNION will meet and determine the specific calendar days for the above.
- SECTION 2 For those employees working under a card system, or the scheduling set forth in Article 15 - Section 10, the holidays shall be observed in accordance with Section 1 hereof. For those employees who do not work under the card system, whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- SECTION 3 All work performed on any observed holiday shall be compensated for at the rate of one and one-half (1 1/2) times the actual number of hours worked on such holiday. In addition to holiday pay an employee shall also receive his straight time pay for the day worked on the observed holiday.
- SECTION 4 Whenever a holiday occurs during an employee's regularly scheduled day off, such employee shall receive compensation for the holiday on the basis of one (1) duty shift of pay at straight time at the employee's base pay at the time of the observed holiday..
- SECTION 5 Whenever an observed holiday falls during an employee's authorized leave, such observed holiday shall not be charged against the employee's authorized leave; provided that the employee shall not be compensated for the observed holiday in accordance with the provisions of Section 4 hereof.

SECTION 6 Employees who are absent without leave on the work day immediately preceding or following the observed holiday shall not be entitled to holiday pay or other provisions of this Article. Any suspension made under the provisions of this Agreement shall be treated as absence without leave under this Section. Any employee who is on Injured on Duty status on the date of the observed holiday shall receive holiday pay.

SECTION 7 Beginning in the 2007 payroll year, all employees not assigned to Uniform Patrol shall be required to work the following nine (9) holidays per year unless leave is granted pursuant to normal procedures:

Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Patriots Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

SECTION 8 Only probationary employees may be directed not to work a regularly scheduled holiday.

SECTION 9 "SPECIAL TIME OFF" BANK: Prior to this contract, employees were allowed to bank hours into a "special time off" bank. Some employees still maintain balances in this bank. Employees may cash out those hours or utilize those hours for time off pursuant to the rules for the granting of annual leave (Article 13).

However, an employee shall be paid any accumulated balance in his/her "special time off" bank upon their retirement. It is understood that this money will be paid as wages to each employee and from the gross amount normal wage deductions will be taken, including pension contribution, and that the pension contribution will be paid into the pension system. The employee has the right not to utilize or cash out any hours in their "special time off" bank until his/her separation from City service. The City shall not deduct leave time from this "special time off" bank unless specifically requested by the employee. The City shall not pay out the holiday hours in the "special time off" bank unless specifically requested by employee.

Effective September 3, 2009, through December 25, 2010, employees of the rank of Police Officer hired on the following dates: 9-23-2002; 6-23-2003; 1-5-2004; 8-16-2004; 10-25-2004; 3-28-2005; and 6-5-2006;

shall receive special time off at the overtime rate in lieu of the payment of overtime for work performed on any holiday designated in this Article. This special time off accumulated shall never be paid in cash to any employee and may be used only for actual time off.

Effective December 27, 2009, each Employee shall receive special time off at the overtime rate instead of the payment for the initial 4.5 hours of overtime worked in the 2010 payroll year. This special time off bank accumulated shall never be paid in cash to any employee and may be used only for actual time off.

Effective December 27, 2009, each Employee shall receive special time off at the overtime rate in lieu of the payment of overtime for hours worked on the holidays of President's Day and Labor Day. This special time off accumulated shall never be paid in cash to any employee and may be used only for actual time off. Such special time off for these two (2) holidays is for the 2010 payroll year only.

ARTICLE 21

OVERTIME, CALL-IN PAY, & STANDBY PAY

SECTION 1 For employees normally working an 8-hour day, work performed by employees in excess of eight (8) hours per day shall be compensated at the rate of one and one-half (1 1/2) times for number of hours worked in excess of eight (8) hours per day and in excess of the normally scheduled work week. For employees working the card system as set forth in Article 15, Section 10, work performed by an employee in excess of 8 hours 30 minutes shall be compensated at the rate of one and one-half (1 1/2) times for number of hours worked in excess of 8 hours 30 minutes per day and in excess of the normally scheduled work week. For employees normally working an approved 10 or 12-hour day, work performed in excess of 10 or 12 hours respectively shall be compensated at the rate of one and one-half (1 1/2) times for number of hours worked in excess of 10 or 12 hours respectively per day and in excess of the normally scheduled work week. Overtime shall not be paid twice for the same hours worked. Holidays (worked or not worked) shall be considered hours worked for the purpose of overtime, however all other paid leave time including annual leave, sick leave, funeral leave, and compensatory time shall not be considered as hours worked for the purpose of computing daily overtime in connection with the regularly scheduled tour of duty.

SECTION 2 If an employee is called to duty during his off-duty time and such duty time does not merge with his scheduled tour of duty, such employee shall be paid a minimum of four (4) hours at the overtime rate of or the actual number of hours worked at the overtime rate, whichever is greater. Provided however, that the provisions of this Section shall not apply where leave has been cancelled pursuant to the provisions of Section 9, Article 13. Call-in pay is applicable only when the employee must actually report for duty to somewhere other than his home residence. Call-in pay shall not be paid for work performed by simply using the telephone from a location other than the worksite. All call-in pay must be ordered and approved by the employee's supervisor.

SECTION 3 In calculating overtime pay, the following rules shall apply:

If an employee works less than eight (8) minutes of overtime, he shall not receive any compensation for overtime. If an employee works eight (8) minutes of overtime, and less than 23 minutes of overtime, he shall receive overtime pay of 15 minutes. If the employee works 23 minutes or more, but less than 38 minutes of overtime, he shall receive overtime compensation of one half (1/2) hour. If the employee works 38 minutes or more of overtime, but less than 53 of overtime, he shall be

compensated for 45 minutes of overtime. If the employee works in excess of 53 minutes to one (1) hour, he shall be compensated for one hour of overtime.

SECTION 4 Employees may be temporarily assigned to duty shifts other than their regular duty shifts for the purpose of in-service training and shall not receive call-in pay; provided, however, that notice be given at least three (3) working days in advance of the required reporting time.

SECTION 5 Each employee shall receive from the Police Department a copy of all overtime slips or other such documentation presented by that employee within fourteen (14) days of the overtime worked.

SECTION 6 Operational necessity of the City may require police officers to be considered an "Off-Duty Contact Officer" and/or be placed on "Standby" status.

An Off-Duty Contact Officer is further defined as an officer of any rank who is designated by a command officer to be available for assignment outside their regular duty work hours. Such assignment may include but is not limited to providing assistance via telephone. Standby status is further defined as any officer who has been ordered to cease any activity that would prevent them from effectively performing their specialty job to which they are potentially being called out to duty for, i.e. SWAT team, traffic investigator, etc. All designations either as an Off-Duty Contact Officer or Standby status must be authorized by a supervisor of Lieutenant rank or above (or designee). When operationally practical a standby or Off-Duty Contact schedule shall be posted and available within their respective units. An employee who is designated as an Off-Duty Contact Officer or placed on standby status must be available for contact by pager or telephone. During this time period the employee is able to engage in non-work related activities. Upon call out, the employee is expected to be capable of performing assigned duties and is to respond in accordance with department instructions. The employee is responsible for informing their supervisor of prescribed drugs or alcohol use that would render them incapable of responding to a call out.

Off-Duty Contact Officers shall be paid thirty (30) minutes of overtime per day that he/she is designated as a standby or Off-Duty Contact Officer. Additionally, such employee shall be paid overtime for the total hours actually worked in a day. For example, an employee who takes five (5) seven-minute phone calls during a day shall be paid for thirty-five (35) minutes of overtime. Officers on standby status shall be paid thirty (30) minutes of overtime minimum or such employee shall be paid overtime for their total hours of their standby time, whichever is greater, from the time the officer was notified to the time they are allowed to re-engage in their previous activity.

ARTICLE 22

ALLOWANCE FOR CLOTHING

- SECTION 1 Each plain-clothes employee who during a monthly payroll period has received compensation from the CITY for work performed or utilization of paid leave shall receive an allotment for the purchase and maintenance of personal items of clothing and equipment as prescribed by the CITY, provided that the CITY shall furnish and maintain all other items of clothing and equipment. This allotment shall be \$40.00 per month to be paid in equal increments coinciding with the employee's pay periods.
- SECTION 2 In addition to the allowance in Section 1 above, all employees shall receive \$533 per year in the form of a voucher in order to purchase approved equipment. Such approvals for voucher reimbursement shall not be unreasonably denied. Effective December 14, 2008 (the beginning of the 2009 payroll year) until December 25, 2010 (the last day of the 2010 payroll year), all sworn employees shall waive this equipment voucher.
- SECTION 3 If there is a termination of employment, the uniform allotment provided in Section 1 hereof shall be paid on a pro-rata basis for compensated hours during the payroll period for work performed or utilization of paid leave.
- SECTION 4 Payments made pursuant to the provision of the Nebraska Workmen's Compensation Act, payment at termination of accrued vacation leave, and payment at termination of earned compensatory time shall not be considered compensation for work performed or utilization of paid leave within the meaning of this Article. IOD payments shall be considered compensation within the meaning of this Article.
- SECTION 5 Any employee whose official authorized uniform listed below in Section 9 is damaged or lost in the line of duty while on duty shall have same replaced by the CITY. The terms of this provision shall apply only to official authorized uniform and equipment.
- If such uniform item's actual cost exceeds the cost of the CITY issued equivalent, such item shall be replaced at the cost of the CITY issued item, except for flashlight which shall be replaced up to \$60 or the actual cost to the employee, whichever is less. Flashlights will be replaced maximum of once during any 12 month period. For any replacement, employee shall be required to furnish purchase receipt.

Any other item of uniform or equipment damaged or lost in the line of duty while on duty (including watches) shall be replaced by the CITY, however, no replacement shall exceed \$125.00 per item except that eyeglasses shall be replaced or repaired not to exceed Two Hundred - Fifty Dollars (\$250) per pair. Replacement or repair of an employee's revolver shall be up to, but not exceed, Five Hundred Dollars (\$500). The terms of this Section shall also apply to civilian clothing for C.I.B. personnel.

SECTION 6 The CITY and the UNION shall mutually establish a Uniform and Equipment Committee consisting of five (5) members; two (2) appointed by the UNION President, two (2) appointed by the Police Chief, and one appointed by mutual agreement. The Committee shall meet monthly, or as the Committee deems necessary. The Committee shall be advisory in nature and shall research and evaluate selected items of interest, and advise concerning rules and regulations on uniforms and equipment. The Committee's purpose shall be maintenance of standards of safety for the police employee.

The Uniform Committee shall keep up to date and furnish the UNION and the CITY with a complete product list of all authorized or optional uniform wearing apparel, service revolvers, leather goods, and body armor. The list shall include manufacturer and product name, address, phone number, and manufacturer suggested "wear out" period. For each item where information is not available, it shall be so indicated. The CITY, in its efforts to provide this information is merely passing on manufacturer's information, and this in no way implies any warranty or guarantee of such items on the part of the CITY. The product list shall be sent to the President of the UNION and the Police Chief by 30 June of each year and will be updated each time a new item is authorized for purchase.

SECTION 7 The CITY shall continue to provide a list (by make and model) of semi-automatic, double action weapons which shall be approved, as optional equipment, for use as employee's service revolver. The CITY shall maintain such list and shall have the right, from time to time, to add weapons to the list. It is understood that the entire cost for obtaining and maintaining such optional weapon (cost of weapon and appropriate magazines all ammunition - except street ammunition; and cost of upkeep) shall be borne solely by the employee.

The CITY shall provide the ammunition for rifle certification and recertification. The City's obligation to provide this rifle ammunition is limited to 300 rounds per certification or recertification attempt.

SECTION 8 Employees shall not be entitled to any new issue of uniform except by way of replacement of non-serviceable items of uniform which shall be replaced on an exchange basis. Any determination as to serviceability and fair wear and tear shall be made by the Police Chief or his designee utilizing the manufacturer suggested wear out period and maintenance of standards of safety and appearance for the Police Department.

SECTION 9 Uniform shall consist of hat, shirt, tie, and O.P.D. patches, trousers and body armor, belt, utility belt which shall include, holster, ammunition carriers, street ammunition, cuff pouch, mace and mace pouch, baton and baton ring, portable radio carrying case, boots or shoes (one pair per year unless replaced pursuant to Section 4, above), riot helmet, one winter coat, rainhat and raincoat, and flashlight.

SECTION 10 The uniform for employees who are newly employed shall be provided by the CITY to include: hat, ties, two summer and two winter shirts with O.P.D. patches, two trousers and striping, body armor, belt, utility belt which shall include holster, ammunition carriers, street ammunition, cuff pouch, handcuffs, mace and mace pouch, baton and baton case, portable radio carrying case, boots or shoes, riot helmet, winter coat, rainhat and raincoat, training cap, two (2) utility training uniforms, sweatshirt and sweatpant, and flashlight.

Body armor may be upgraded to a higher priced model with additional expense being the responsibility of the requesting employee. Ballistic capabilities must be equal to or exceeding minimum department standards. Upon expiration of manufacturer's warranty or termination of employment, body armor shall be turned over to the police supply unit.

ARTICLE 23

HEALTH CARE

SECTION 1 Health Care Benefit: The CITY shall provide group health care benefits to employees and covered dependents. The health care coverage provided herein shall commence on the first day of the month following employment, provided that the employee has completed and submitted to the Human Resources Department the application forms required by the carrier. The health care benefits provided herein shall be substantially similar to the benefits currently provided under the master contract on file with and administered by the CITY's third party administrator or health insurance provider, a summary of which is attached as Appendix "C".

SECTION 1A The health care benefits provided herein shall include, at a minimum:

- A. In-patient Hospital Precertification: - All in-hospital admissions must be certified. Planned admissions must be certified in advance. Emergency admissions must be certified within 24 hours of admission or as soon as medically possible. The penalty for failure to certify is \$500 of the hospital charges. Hospitalizations beyond the certified number of days must be recertified. If the hospitalization is recertified, there is no penalty. The penalty for hospitalization past certified number of days without recertification: is a reduction by 50% of both physician and hospital charges.

Hospital certifications (and recertifications) shall be phoned in to a telephone number provided each employee on his I.D. card. The employee or any person on his behalf (e.g., spouse, nurse, doctor, hospital personnel) may precertify.

Any disputes regarding precertification or recertification in a particular case may be presented to the CITY'S Disputes Committee.

- B. This is a Base/Major Medical Plan with a Preferred Provider (PPO) network component. For Base Services (inpatient care, and inpatient or outpatient surgeries), when services are rendered by a preferred provider of the third party administrator, there will be no deductible or coinsurance required from the covered person. For Major Medical services, there will be a \$100 Deductible and 20% Coinsurance requirement, up to a Deductible and Coinsurance Limit of \$500 per person--per calendar year with family aggregate of twice the individual

amount. When services are rendered by an out-of-network (non-Preferred) provider, a \$300 deductible and 20% coinsurance will be applicable to all services. The Deductible and Coinsurance Limit for the non-PPO services will be \$1,000 for an individual and/or \$2,000 aggregate per family per calendar year.

Effective December 27, 2009, there will be a deductible of \$300 per year, regardless of the employee's election of coverage or if services were rendered in or out of network. The City shall pay 80% coinsurance and the employee shall pay 20% coinsurance, regardless of whether services were rendered in or out of network.

- C. The maximum lifetime benefit per plan member is unlimited.
- D. Prescription Coverage: The CITY agrees to institute an employee "prescription card" plan. The parties agree that such plan will include:
 - 1. Each employee will be issued a card which will allow the employee or covered family members to purchase prescriptions by paying, at the time and site of purchase, 20% of the cost of each prescription after said employee has met a yearly deductible.
 - 2. The yearly deductible shall be \$60.00 for single or family. The prescription deductible and co-payment are separate and distinct from the health insurance deductible and co-payment, except that prescriptions dispensed in hospital shall be applied to the health insurance deductible and co-payment.
 - 3. Unless specifically required by the physician, generic drugs will be dispensed whenever possible.
 - 4. The card will be valid at the majority of pharmacies in the Omaha area, however, it is understood that some pharmacies may not participate. In order to be covered for in-City charges, the employee must use a participating pharmacy.

5. After an employee has expended \$500 after payment of deductible (i.e., 20% of \$2,500 post-deductible prescription expenses) in a given calendar year, the card will allow the employee to obtain prescriptions at a flat rate of \$3.00 per prescription.
 6. It is understood that the employee percentage cost per prescription may be higher when prescriptions are purchased outside the City if participating pharmacies are available. Additionally, the employee will be required to pay the total cost and then seek reimbursement through a claim filing process.
 7. Covered persons who require medication(s) for an extended period of time (in excess of thirty days) may be required to purchase such medications from a designated dispensary through the U.S. mail.
- E. Effective June 1, 2001, coverage for corrective eye surgery is eliminated as a covered benefit for the subscriber's dependent. Effective June 1, 2001, all fertility procedures and fertility drug coverage is eliminated as a covered benefit for the subscribers and their dependents.
- F. WELLNESS PROGRAM: Upon legal execution of the labor agreement, the City will institute a Wellness Program where the City will pay, per calendar year, the first \$200 for each covered individual for preventative services of well baby exams, routine physicals, school physicals, annual well woman examinations, routine colonoscopies, routine mammograms, immunizations, and pap smears. Once the \$200 is paid on any of these listed preventive services, any further preventative services are subject to the normal deductible and coinsurance under the health care plan.
- G. VISION PROGRAM: Upon the legal execution of the labor agreement, the City shall provide the following vision plan per covered employee: \$40 benefit payable each calendar year for an exam (including refractions) and \$150 benefit per calendar year for eyeglasses, frames, contact lenses. In the event that dependent vision coverage is determined to be a prevalent benefit in the comparability determination as referenced in this agreement, such coverage, as stated above, shall apply to covered employee's eligible dependents effective the first pay period of the 2011 payroll year.

H. HEALTH CARE PREMIUM: The health care benefits designated in Appendix C shall be dependent upon payment of a premium (via employee paycheck withholding) as follows:

Family coverage: 15% of the blended health care premium equivalency rate.

Single + 1 coverage: 14% of the blended health care premium equivalency rate.

Single coverage: 10% of the blended health care premium equivalency rate.

The blended health care premium equivalency rate shall be determined using the experience of both current active sworn employees and all future sworn retirees (those who retire under the Career Overtime Average (COTA) Pension Plan provision).

Effective the first payroll period of 2011, 2012, and 2013, the City and the Union shall use the "midpoint" methodology to establish the employee health care premium percentage. In order to establish such midpoint, the City and the Union will use the array of comparable cities, as listed in Article 37 and Appendix "D".

Premiums from comparable cities with multiple health care plans shall be determined using the employee premium paid for the plan selected by the majority of sworn police employees in that city.

Should the parties not be able to agree to any of the above calculations, the specific calculation under disagreement shall be submitted to arbitration pursuant to the grievance procedures in Article 8 of this agreement to hear evidence and determine comparable health insurance premiums by the above criteria. Should either party wish to use the Expedited Arbitration as established by the FMCS process in order to settle their disagreement, then such arbitration process shall be used.

SECTION 2

DENTAL BENEFIT: The CITY shall provide single dental coverage for the employee, and shall pay 70% of the cost of the premium if the employee elects such coverage. The CITY shall provide family dental coverage and shall pay 38% of the cost of the premium if the employee elects such coverage. The employee shall have the right to select the

CITY'S dental plan or the HMO Plan, however the premium obligation for the HMO plan shall not exceed the amount of the premium for the CITY plan. Under the CITY plan the limits of the benefits shall be: orthodontic dental work - Two Thousand Dollars (\$2,000) per person per lifetime; non-orthodontic dental work - \$1,000 per person, per calendar year.

Employees shall be given a two (2) week period in November of each year, as designated by the CITY Human Resources Department, to change dental programs. No further changes between plans will be then allowed until the following November. Such changes will go into effect January 1 of the following year.

Effective the first payroll period of 2011, 2012, and 2013, the City and the Union shall use the "midpoint" methodology to establish the employee dental care premium percentages for single and family coverage. In order to establish such midpoint, the City and the Union will use the array of comparable cities that provide such paid coverage, as listed in Article 37 and Appendix "D".

Premiums from comparable cities that provide paid dental care shall be determined using the employee premium paid for the care selected by the majority of sworn police employees in that city.

Should the parties not be able to agree to any of the above calculations, the specific calculation under disagreement shall be submitted to arbitration pursuant to the grievance procedures in Article 8 of this agreement to hear evidence and determine comparable health insurance premiums by the above criteria. Should either party wish to use the Expedited Arbitration process as established by the FMCS in order to settle their disagreement, then such arbitration process shall be used.

Effective upon the legal execution of the agreement, sworn employees and their dependents shall now have composite fillings covered under their dental coverage.

SECTION 3 Life Insurance Benefit: The CITY shall also provide a \$40,000 Group Term Life Insurance Policy for each employee and such employee shall pay 3% of the premium each month.

SECTION 4 An employee may decline to pay such premium and thereby decline CITY coverage only if he/she has in full force and effect equivalent health insurance coverage from another source. The CITY shall be the sole judge in determining equivalency and such decision shall not be appealable by grievance or any other legal action.

If an employee covered by this Agreement is married to another employee covered by this Agreement or another CITY employee, such covered employee may decline to pay such premium and rely on spouse's policy for family coverage. However, it is understood that in such a situation benefits would only be paid up to the limits of that one policy.

SECTION 5 The CITY shall not be responsible for providing any life, health or dental coverage referred to in this Article for any employee who within any calendar month has not received any compensation from the CITY for work performed or utilization of paid leave (except as provided in Article 13, Section 15), except as provided under the Family Medical Leave Act or COBRA. Payments made pursuant to the provisions of the Nebraska Workmen's Compensation Act, payment at termination of accrued vacation leave, and payment at termination of earned compensatory time shall not be considered compensation for work performed or utilization of paid leave within the meaning of this Section. IOD payments shall be considered compensation within the meaning of this Section.

SECTION 6 If an employee for whom the CITY is not providing life, health or dental coverage by virtue of the provisions of Sections 4 and 5 desires to continue such coverage, if available, it shall be the responsibility of the employee to make the necessary arrangements for coverage in accordance with the terms and conditions prescribed by the carrier, or CITY, at the employee's cost.

SECTION 7 If an employee for whom the CITY is not providing life, health or dental coverage by virtue of the provisions of Sections 4 and 5, becomes re-eligible for coverage with the CITY such coverage shall commence at such time as coverage is provided in accordance with the prescribed terms and conditions of the group policy, or if the employee has maintained such coverage at his own cost at such time as the employee becomes re-eligible for such coverage.

SECTION 8 The CITY and UNION shall study and make recommendations on reducing the CITY'S cost of health coverage. The committee will review the present hospital and medical insurance program and determine modifications needed to reduce the cost of health care to the CITY.

The joint committee shall be made up of six (6) members: the Chief Negotiator for the UNION, the Labor Relations Director, two members from the UNION negotiation team and two from the CITY negotiation team.

SECTION 9 The CITY shall provide employees subject to "street duty" with Hepatitis and Tuberculosis vaccinations. The vaccination program shall include all medically necessary vaccine and follow-up; it shall be given on the employees' off duty time; and it shall be provided at the employee's option.

The CITY will select the provider at it's sole option.

SECTION 10 The family of any sworn employee who dies while on duty during the performance of his official police duties shall be provided health care and dental coverage by the CITY consistent with those benefits provided by this Article. Said health insurance benefits are hereby provided to the surviving spouse and dependent children of any sworn employee qualifying under this Section by virtue of a work related death, as described hereinabove, occurring on or after the effective date of this Agreement. Provided, that said health benefits (1) for any surviving spouse qualifying under this Section shall cease upon his/her remarriage or the attainment of age sixty-five (65) or whatever age of entitlement to Medicare as set by Federal Law, whichever event comes later. In the event the spouse of the decedent does not qualify for Medicare, the health insurance coverage provided herein shall cease upon the surviving spouse's 65th birthday; and (2) for any dependent children shall extend through age nineteen (19) or through age twenty-three (23) so long as such children are full time students.

ARTICLE 24

INJURIES IN THE LINE OF DUTY - TEMPORARY DISABILITY

SECTION 1 Any employee who is a member of the Police and Fire Retirement System who shall sustain injuries or sickness, arising out of and in the course of his employment which are of such a character as to unfit him temporarily for active duty, shall be paid his full base pay for the period of such temporary disability, but not to exceed three hundred sixty-five (365) calendar days for each such injury or sickness. In addition thereto, the CITY shall pay such medical, surgical and hospital expenses as may be incurred as a result of the injury or sickness, but the salary and other benefits, being in excess of benefits under the Nebraska Workers' Compensation Act, shall be in lieu thereof.

ARTICLE 25

LIMITED DUTY

- SECTION 1 Employees who by virtue of accident, injury or sickness, are unable to perform their regular assigned job duties and are on authorized leave or injured on duty status in excess of three (3) working days may be required by the Police Chief, or his designated representative, to return to work to perform such limited duties as assigned and designated by the Police Chief, or his designated representative; provided, however, that there is a doctor's certificate evidencing the employees' abilities to perform such limited duties. Each such incidence of limited duty shall not exceed one (1) calendar year from date of such accident, injury or sickness.
- SECTION 2 Seniority, as defined in Article 10, shall be inapplicable in all respects to any employee required to return to work under the provisions of this Article.
- SECTION 3 The provisions of this Article shall not be subject to appeal or review by an arbitrator, Personnel Board, or any Court of Law.

ARTICLE 26

UNION BUSINESS

- SECTION 1 UNION representatives, not exceeding five (5) in number, shall be entitled to participate in functions relative to the operation of this Agreement or to attend UNION functions. Leave with pay for the purposes recited in this section shall be limited to a total of 1,000 hours for all UNION representatives per calendar year.
- SECTION 2 Members of the UNION negotiating team, not exceeding seven (7) in number, will be carried on Special Duty while actually engaged in negotiations with the CITY. During negotiation years, the UNION may be granted additional UNION leave in 100 hour increments by the Chief of Police.
- SECTION 3 UNION officials, not exceeding four (4) in number, shall be permitted to take leave without pay for the purpose of attending UNION functions or to participate in functions relative to the operation of this Agreement.
- SECTION 4 The CITY will assign the President of the UNION to the "B" shift (with his consent) without regard to Article 10, Seniority, during the duration of his presidency.
- SECTION 5 In addition to the number of hours granted for UNION leave above, the UNION is hereby granted an additional 200 UNION leave hours per calendar year to be designated as "hardship hours." These hours may only be utilized by the UNION if they are used by an employee who has an insufficient number of hours of leave to cover a hardship situation. The granting of such hours shall be upon mutual agreement of the UNION president and the CITY Labor Relations Director, who shall establish criteria for the granting of such hours.

The Union and the City may also agree to an additional 200 hardship hours (past the aforementioned 200 hours in this section) per calendar year based upon the following criteria: an unusually large number of employees have had need to use these "hardship hours," or one employee has had need to use an unusually high amount of "hardship hours. It is understood that, by this section, the Union may be granted a total of 400 hardship hours by mutual agreement of the CITY Labor Relations Director and the UNION president.

SECTION 6 UNION PRESIDENT / REPRESENTATIVE – FULL TIME RELEASE STATUS: In accordance with the recent ruling of the Commission of Industrial Relations, a sworn employee of the Omaha Police Department elected and/or serving as President of the Omaha Police Union local 101, or another elected Union representative designated by the Union President shall, beginning Monday, March 16, 2009, be granted full release time to conduct union business. While working in this full time release capacity, the Union President, or his/her designee, shall receive his/her full salary and benefits to which he/she is normally entitled as a sworn member of the Omaha Police Department, of equivalent rank, working a (40) hour Monday through Friday work week on B shift. This full time Union representative shall be assigned under the office of the Chief, but shall be free to conduct the affairs of the Omaha Police Union local 101.

The Union President or President's designee shall not be entitled to overtime resulting from engaging in Union activity, unless otherwise ordered by the Chief or his designee, but shall not be restricted in his/her ability to request consideration for, and participation in, police related overtime assignments available to any other sworn employee of the same rank.

In the event that the Union President elects to assign another elected union representative as his/her designee, such designee shall not hold a rank greater than the rank of Sergeant.

On May 1st of each year, the Union shall advise the Chief of who will hold the full time release position.

Any changes to the full time release position mid year shall be communicated to the Chief no less than 30 days prior to the change.

The Union President reserves the right to not be carried on full time status and instead hold his/her current assignment.

The Union President reserves the right to not assign a full time release designee.

ARTICLE 27

SAFETY COMMITTEE

The CITY and the UNION agree jointly to establish a safety committee consisting of seven (7) members. Said Committee shall be composed of three (3) representatives designated by the UNION, the Police Chief or his designee, one (1) representative designated by the Police Chief, and the CITY Labor Relations Director, or his designee. The seventh (7th) member shall be elected by majority vote of the aforementioned individuals.

This committee will meet one time a month, providing that upon a majority vote the next meeting may be cancelled on a month-to-month basis. Meetings of the Safety Committee shall be on the employees regularly scheduled duty shift; or, such employee shall receive overtime for time actually in attendance at such meetings; or employees will be carried on special duty status, as determined by the Police Chief or his designee.

The recommendations of the Safety Committee will be forwarded to the Mayor and the Police Chief.

ARTICLE 28

LONGEVITY

SECTION 1 Each employee who during a biweekly payroll period has received compensation from the CITY for work performed or utilization of paid leave shall receive longevity pay in addition to his base pay on the basis of the following schedule. The employee shall be paid in equal increments, coinciding with the pay periods.

The schedule for longevity will be as follows:

<u>Years of Service</u>	<u>Yearly Payment</u>	<u>2011 (3% increase)</u>
5	\$678 (\$26.08 per pay period)	\$698.34 (\$26.86 per pay period)
6	\$790 (\$30.38 per pay period)	\$813.70 (\$31.30 per pay period)
7	\$838 (\$32.23 per pay period)	\$863.14 (\$33.20 per pay period)
8	\$838 (\$32.23 per pay period)	\$863.14 (\$33.20 per pay period)
9	\$895 (\$34.42 per pay period)	\$921.85 (\$35.46 per pay period)
10	\$981 (\$37.73 per pay period)	\$1,010.43 (\$38.86 per pay period)
11	\$1,150 (\$44.23 per pay period)	\$1,184.50 (\$45.56 per pay period)
12	\$1,259 (\$48.42 per pay period)	\$1,296.77 (\$49.88 per pay period)
13	\$1,366 (\$52.54 per pay period)	\$1,406.98 (\$54.11 per pay period)
14	\$1,473 (\$56.65 per pay period)	\$1,517.19 (\$58.35 per pay period)
15	\$1,580 (\$60.77 per pay period)	\$1,627.40 (\$62.59 per pay period)
16	\$1,688 (\$64.92 per pay period)	\$1,738.64 (\$66.87 per pay period)
17	\$1,796 (\$69.08 per pay period)	\$1,849.88 (\$71.15 per pay period)
18	\$1,904 (\$73.23 per pay period)	\$1,961.12 (\$75.43 per pay period)
19	\$2,026 (\$77.92 per pay period)	\$2,086.78 (\$80.26 per pay period)
20	\$2,134 (\$82.08 per pay period)	\$2,198.02 (\$84.54 per pay period)
21	\$2,244 (\$86.31 per pay period)	\$2,311.32 (\$88.90 per pay period)
22	\$2,321 (\$89.27 per pay period)	\$2,390.63 (\$91.94 per pay period)
23	\$2,397 (\$92.19 per pay period)	\$2,468.91 (\$94.96 per pay period)
24	\$2,474 (\$95.15 per pay period)	\$2,548.22 (\$98.01 per pay period)
25	\$2,550 (\$98.08 per pay period)	\$2,626.50 (\$101.02 per pay period)
26	\$2,750 (\$105.77 per pay period)	\$2,832.50 (\$108.94 per pay period)
27	\$2,850 (\$109.62 per pay period)	\$2,935.50 (\$112.90 per pay period)
28	\$2,950 (\$113.46 per pay period)	\$3,038.50 (\$116.87 per pay period)
29	\$3,100 (\$119.23 per pay period)	\$3,193 (\$122.81 per pay period)
30 years or more	\$3,300 (\$126.92 per pay period)	\$3,399 (\$130.73 per pay period)

SECTION 2 Employees shall become eligible for longevity pay after completing four (4) years of service with the City of Omaha Police Department.

- SECTION 3 Service with the Police Department of the CITY within the meaning of this Article shall mean all periods of time in which an employee of the Police Department has while in such capacity received compensation from the CITY for work performed or utilization of paid leave. Suspension for disciplinary purposes as provided in Section 3 of Article 6 shall constitute service with the Police Department within the meaning of this Article.
- SECTION 4 An employee shall begin to earn his longevity pay on the first pay period of the month immediately following his longevity qualification date.
- SECTION 5 The provisions of Section 23-148 of the Omaha Municipal Code in effect on the date of this Agreement are inapplicable where an employee is paid at a rate which exceeds that of an employee senior in rank solely by virtue of the payment of longevity pay.
- SECTION 6 If there is a termination of employment, the longevity pay provided in Section 1 hereof shall be paid on a pro-rata basis for compensated hours during the payroll period for work performed or utilization of paid leave.
- SECTION 7 Payments made pursuant to the provisions of the Nebraska Workers' Compensation Act, payment at termination of accrued annual leave, and payment at termination of earned compensatory time shall not be considered compensation for work performed or utilization of paid leave within the meaning of this Article. IOD payments shall be considered compensation within the meaning of this Article.

ARTICLE 29

SAVINGS CLAUSE

SECTION 1 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30

HEALTH CARE FOR RETIREES

SECTION 1 CITY agrees to provide health care coverage for those employees and their dependents who retire on or after January 1, 1979. Said health insurance coverage is to be substantially the same as that currently provided for employees and their dependents, as more specifically provided for in Article 23 and Appendix "C" hereof. Additionally, employees that retire will be required to pay the requisite health care premium for such coverage, should they choose to continue such coverage, pursuant to Article 23. Employees that retire after the legal execution of this agreement, shall be entitled to the same coverage and blended health care premiums under the health insurance plan negotiated for active bargaining unit employees from time to time. Such coverage and blended health care premiums may change from time to time based on the collective bargaining agreement between the parties.

It is expressly understood and agreed to by the parties that the health care benefit provided herein is to be an obligation of the CITY with respect to those employees (and their dependents) who obtain:

1. a normal service retirement under the conditions set forth in Section 2 below, or
2. a service connected disability pension, or
3. a non-service connected disability pension for an employee who meets the criteria for a normal service retirement as set forth in Section 2 below.

SECTION 2

- A. If an employee retires with a normal service retirement pursuant to Article 34, Section 3, and has a minimum of 10 years of service but less than 20 years of service, and has reached the minimum age of 55, he/she shall be entitled to health care coverage, as stipulated in Section 1.
- B. If an employee retires with a normal service retirement pursuant to Article 34, Section 3, and has a minimum of 20 years of service and has reached the minimum age of 50, he/she shall be entitled to health care coverage, as stipulated in Section 1.
- C. Beginning payroll year 2006, if an employee retires with a normal service retirement pursuant to Article 34, Section 3, and has a minimum of 22 years and 6 months of service and has reached the minimum age of 45, he/she shall be entitled to health care coverage, as stipulated in Section 1.

SECTION 3 "GAP" INSURANCE

Beginning in payroll year 2006, if an employee retires pursuant to Article 34, Section 3, and has a minimum of 20 years of service up to 22 years and 6 months of service, and has reached the minimum age of 45, he/she shall be allowed to continue his/her current health care coverage pursuant to the following criteria:

In order to continue his/her health care coverage, he/she must pay to the CITY, on a monthly basis, the full COBRA premium. This payment will be made by automatic deposit to the city with the proper account set up as soon as practically possible following the date the employee leaves CITY service. When the former employee reaches 22 years and six months of service (had the employee continued to work), he/she shall receive health care coverage pursuant to Section 1, above (Employee no longer is required to pay full premium, rather they will pay the blended premium pursuant to Article 23).

Any failure to pay the full COBRA premium will result in permanent cancellation of health care benefits, including the right to Section 1 coverage (no premium) after the employee receives a deferred retirement.

An employee who leaves CITY employment and pays the "gap" health care premium pursuant to the above shall receive the same health care coverage during the "gap" period as do sworn employees. When such coverage is converted to Section 1 and Section 4 retiree coverage, all other provisions of that Section shall apply.

SECTION 4

It is further understood by and between the parties that any health care coverage referenced above in Sections 1, 2, and 3, shall cease on the first day of the month in which the retiree turns 65 years of age, or whatever age of entitlement to Medicare as set by Federal Law, whichever event comes later, or dies. In the event the retired employee does not qualify for Medicare, the health insurance coverage provided herein shall cease upon the employee's 65th birthday.

ARTICLE 31

RESIDENCY

Any employee who was a member of the Omaha Police Department prior to, or is employed during the effective period of this Agreement, shall not be restricted in his/her right to establish residency within or outside the corporate limits of the CITY. City wheel tax for non-residential employees shall be deducted automatically from his first pay period in March of each year.

ARTICLE 32

MAINTENANCE OF BENEFITS

The CITY shall maintain the benefits as set forth in this Agreement for the term of this Agreement.

ARTICLE 33

EXAMINATIONS AND PROMOTION PROCEDURE

SECTION 1 Notice of promotional examination shall be given one hundred twenty (120) days prior to the administration of the initial phase of the examination process, which examination shall take place ninety (90) days prior to termination of the current eligibility list. At the time of posting, such notice shall contain the date of the written exam as well as the date(s) of the subsequent steps in the selection process. Such notice shall include a complete bibliography upon which the examination shall be based.

SECTION 2 The certified promotional eligibility list shall continue in force two (2) years, unless prior to this time all names on the certified promotional eligibility list have been exhausted. If no names remain on the certified promotional eligibility list, then that list shall be considered as terminated and, within thirty (30) days, a posting of a promotional examination shall be made in accordance with Section 1.

SECTION 3 Eligibility requirements, including school points and seniority city service points shall be met prior to the first day of the month in which the first examination phase is given.

School and city service points must be earned prior to the first day of the month in which the first examination phase is given.

SECTION 4 It is understood and agreed that the CITY has the absolute right to establish minimum qualifying standards for any Bargaining Unit classification within the Omaha Police Department. Qualifying standards shall include but are not limited to, educational, medical, physical, testing procedures and years of experience requirements.

To be eligible for a promotional examination for a bargaining unit classification rank within the Omaha Police Department, the candidate must establish the minimum years of qualifying experience as a sworn employee with the CITY Police Department, without any breaks or interruption in service from either the date of employment or re-employment of the employee provided that lay-off of one year or less, any suspensions for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Workmen's Compensation Act, shall not constitute a break or interruption in service within the meaning of this Article.

The candidate must establish the minimum years of qualifying experience as a sworn police officer with the Omaha Police Department prior to the first day of the month in which the first examination phase is given. The following minimum years of service are required in order to take a promotional test as indicated:

- A. Sergeant Test – four (4) years of service with the Omaha Police Department.
- B. Lieutenant Test – six (6) years of service with the Omaha Police Department which must include two (2) years of service at the rank of Sergeant within the Omaha Police Department.
- C. Captain Test – eight (8) years of service with the Omaha Police Department which must include two (2) years of service at the rank of Lieutenant within the Omaha Police Department.

SECTION 5 Vacancies in the classifications above police officer shall be filled from the then current certified promotional list as they occur, but no later than thirty (30) days from the date of vacancy. It is understood that any promotion shall be retroactive to the date of the vacancy for the purposes of seniority. Any promotion made after the 30th day will be retroactive to the 30th day of the vacancy for the purposes of pay. If the vacancy occurs at any time during the existence of any two (2) year list, such vacancy shall be appointed from that list. It is also understood that the date the employee actually undertakes the duties of his/her new position is the date the employee's probation begins.

SECTION 6 College and city service points shall be included for sworn Police Department promotional examinations as follows:

- A. Such points shall be computed by the Human Resources Department using criteria identified in the posting;
- B. Such points shall not be added unless a candidate has first met the pre-established pass/fail score for each part of the examination;
- C. 1. The score for the initial phase of the examination, which is a precondition to continuing in the examination process, shall be calculated by adding:
 - The earned score on the initial phase of the examination, which shall have a maximum of one hundred (100) points,
 - A maximum of ten (10) points for city service. As

used hereafter, city service points shall mean and be computed as follows:

- Credit for service with the City will be given on the basis of one-twelfth ($1/12^{\text{th}}$) of a point per completed month of service as a sworn member of the Police Department, to a maximum of ten (10) points after the service years needed to meet the experience requirements, as identified on the posting, have been subtracted.
- A maximum of ten (10) points for college for Police exams. As used hereafter, college shall mean and be computed as follows:
 - College credits for Police promotional exams will be given on the basis of one-twelfth ($1/12^{\text{th}}$) of a point for each credit hour of completed course work toward a Bachelor's Degree in Criminal Justice or Law Enforcement, to a maximum of ten (10) points. A candidate who has a post graduate degree, such as a Master's Degree, Ph.D., law degree, will receive ten (10) points for college.
 - Credits will be evaluated on the basis of the course catalog from the University of Nebraska at Omaha.

2. The final score from which the ranking on the eligibility list is determined, shall be computed as follows:

- 70% of the percentage score (based on a 100% scale) achieved on the subsequent phase(s) of the examination process, plus
- 24% of the percentage score (based on a 100% scale) achieved on the initial test identified in C(1) above, plus
- 3% of the city service points identified in C(1) above, (computed as a percentage of the total points available) plus
- 3% of the college points identified in C(1) above (computed as a percentage of the total points available).

The following example serves to illustrate how such points are allocated:

Assume that an applicant for a Police Sergeant promotional exam achieves a score of 80% on the initial test, (the multiple-choice exam), out of a possible 100%. Also assume that this applicant has 10 city service points, and 5 college points. This

candidate's scores would be combined, for a total of 95 points, in order to determine if he/she would be invited to the second phase of the testing process, the Assessment Center.

Assume that this candidate qualified to participate in the Assessment Center, and achieved a rating on the Assessment Center of 70%. The candidate's rating of 80 on the multiple choice will receive a weight of 24%, college and city service will each receive a weight of 3%, respectively, and his/her rating of 70% on the Assessment Center will receive a weight of 70%. This combined score will determine the candidate's final ranking on the eligibility list. In this example, this candidate's final score will be 72.7, which is computed as follows:

Multiple Choice exam: (This candidate answered 80% of the questions correctly, and therefore achieved 80% of the total possible points on this test.)

$$80\% \quad X \quad .24 = \quad .192$$

City Service (10 points out of a possible 10 or 100%):

$$100\% \quad X \quad .03 = \quad .03$$

College (5 points out of a possible 10 points or 50% of the available points)

$$50\% \quad X \quad .03 = \quad .015$$

$$\text{Assessment Center:} \quad \quad \quad 70\% \quad X \quad .7 = \quad .49$$

$$\text{Total:} \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad \quad .727$$

Therefore, the candidate in this example received a combined rating of .727, which is equal to 72.2% of the available points or total number of points possible on all parts of the test combined, based on the following:

80% of the total possible on the written test (which was weighted 24%)

100% of the total possible number of city service points (weighted 3%)

50% of the total possible number of college points (weighted 3%)

70% of the total possible points from the Assessment Center (weighted 70%).

Under this contractual provision, college and city service points will be considered during the initial phase of the exam process, as well as the subsequent phase(s). However, these points are assigned a lower weight when computing the final score than they received at the initial phase.

ARTICLE 34

PENSIONS

SECTION 1: DEFINITIONS

Board: Shall mean the Board of Trustees of the System.

Member: Shall mean any person who by virtue of his employment status is participating in the System.

Pensionable Earnings: Shall have the same meaning as the term "pensionable earnings" as that term is defined in Chapter 22 of the Omaha Municipal Code.

Retiree: Shall mean any person receiving a disability or regular service retirement, who is no longer contributing to the System.

System: Shall mean the Police and Fire Retirement System.

SECTION 2: CONTRIBUTIONS

To fund all benefits within this Article, each member and the CITY shall contribute to the System. The member shall contribute every bi-weekly payroll period 14.55% of his/her pensionable earnings. Upon the legal execution of the labor agreement, the member shall contribute every bi-weekly payroll period 15.35% of his/her pensionable earnings. Effective the first payroll period of 2011 through and ending on the last day of the 2013 payroll period, the member shall contribute an additional 1% of his/her pensionable earnings every bi-weekly payroll period for a total of 16.35%. Upon expiration of this agreement, the member's pension contribution shall revert back to 15.35% unless agreed otherwise. The member's contribution shall be deducted prior to federal income tax withholding as allowed by IRS 414(h). The CITY shall contribute annually 20.17% of each employee's pensionable earnings.

SECTION 3: UNFUNDED ACTUARIAL LIABILITY CONTRIBUTIONS AND BENEFIT REDUCTIONS

As of January 1, 2009, the Police & Fire Pension System has an unfunded actuarial liability of approximately \$520 million dollars, as determined by the actuary firm of Milliman Inc. The City and the members, through the collective bargaining process, have agreed that by the end of this labor agreement, each will contribute at least 13.5% of payroll (either through additional cash contributions or benefit reductions), as verified by the actuary firm of Milliman Inc., in order to take the necessary steps to reduce this unfunded actuarial liability over time and make the pension system financially viable. The members have agreed that they will achieve their percentage of payroll through various benefit reductions and cash contributions detailed in this labor agreement with savings verified by the actuary firm of Milliman Inc.

Those savings and cash contributions, as a package, are:

<u>BENEFIT REDUCTION</u>	<u>SAVINGS AS A PERCENT OF PAYROLL (AS VERIFIED BY MILLIMAN INC.)</u>
<p>As part of the pension calculation, the City will compute for all sworn employees each member's career overtime average (COTA), using the applicable pensionable earnings, and will apply such COTA to a member's final pension calculation.</p>	<p>7.4%</p>
<p>All current employees and those employees hired after January 1, 2010, except for those employees who at the time of the legal execution of the labor agreement who are at least 45 years of age with at least 20 years of service, shall have their applicable measurement period be the member's highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service.</p>	<p>1.8%</p>

SAVINGS AS A PERCENT OF PAYROLL
(AS VERIFIED BY MILLIMAN INC.)

BENEFIT REDUCTION

For those current employees with less than 20 years of service, they shall retire with 20 years of service at a 50% pension, 25 years of service at a 70% pension; 30 years of service at 75% pension.

For these employees hired after January 1, 2010, those employees shall retire with 20 years of service at a 50% pension, 25 years of service at a 65% pension; 30 years of service at 75% pension. These employees must have a minimum age of 50 to retire, however, should the employee retire at an age less than 55 years, such employee shall have their final monthly pension calculation reduced by 7% per each year less than 55 years of age, as described below.

3.5%

For these employees hired after January 1, 2010, if such employee retires and dies, the widow or widower shall receive a monthly pension equal to 50 percent of the monthly pension that the member was receiving or eligible to receive at the time of member's death.

Employees will contribute additional pension contributions into the system.

0.8% additional contribution

TOTAL

13.5% of payroll

Other pension changes (detailed in other areas of Article 34) that are effective upon the legal execution of the labor agreements are:

BENEFIT CHANGE	COST/SAVINGS AS A PERCENT OF PAYROLL (AS VERIFIED BY MILLIMAN INC.)
The pensionable earnings for all members hired after January 1, 2010, shall exclude the COTA pay categories. The City's payroll pension contribution for these members shall remain the same as members hired before January 1, 2010.	Savings of 0.3%
Any member hired after January 1, 2010, who retires at an age less than 55 years but with at least 30 years of sworn service, shall avoid having their final monthly pension calculation reduced by 7% per each year less than 55 years of age.	Cost of 0.2%

Upon the legal execution of this agreement, the City shall, contribute annually a cash contribution of payroll equal to the following:

TIME	CONTRIBUTION
Legal Execution of the Labor Agreement	12.5%
2011 anniversary date of the legal execution of the labor agreement ("anniversary date")	13.0%
2012 "anniversary date" and beyond	13.5%

The City's contribution will be paid no later then the first payroll period of 2012. The City shall pay all interest on any delayed contributions to the pension system as determined by the pension board's actuary.

The City's monetary contributions toward this unfunded actuarial liability shall not be considered pension contributions in any litigation before the Commission of Industrial Relations or used as a basis for comparison with member contributions for any purposes under the Nebraska Industrial Relations Act. The parties agree that this limitation is not intended in any way to waive the requirements and language of City of Omaha Section 6.09 and that neither party will advance such an argument in any dispute or litigation that should ever arise between the parties.

SECTION 4: RETIREMENT BENEFITS

Pensions will be calculated using the applicable percent of the member's pay from the highest consecutive 26 bi-weekly payroll periods within the final 130 pay periods of service, unless changed below.

Upon legal execution of the labor agreement, as part of the pension calculation, the City will compute each retiring member's career overtime average (COTA). Career overtime average (COTA) is calculated as follows: each hour an employee earns for overtime (e.g. court time, call-in pay, comp time paid as cash, or any other methods the City has paid such employee for "overtime" hours and for which a member has paid a pension contribution) shall be computed back to their date of hire or 1991 (whichever is later) and divided by the number of years the employee has served after December 31, 1990, thus arriving at his career overtime average, which shall be included in the employee's pension calculation. A listing of a member's pensionable earnings and COTA pay categories is listed in Appendix "E".

Pensionable earnings are used to determine the member's final monthly pension benefits and shall be equal to the sum of the member's COTA multiplied by the member's average hourly pay rate plus the member's pensionable pay, pursuant to Chapter 22, (except for any "overtime" worked or paid in the applicable period). Both the member's hourly pay rate and pensionable pay shall be averaged over their highest applicable measurement period.

The intent of the COTA is to ensure that each employee's final pensionable year(s) are representative of that individual employee's career overtime earnings. Using a member's COTA eliminates a member's ability to "spike" their pension.

The pension benefit is based upon the ordinances in effect at the time employment is severed or terminated (i.e., pensions are calculated using the method and percentage in effect at the time the member leaves CITY employment). Changes to the pension benefit enacted after the date a member leaves CITY service shall not be applicable to such member.

In order to insure that pension eligible members may make an informed retirement choice, each such member shall have from the later of (1) the date this agreement becomes legally effective; or (2) twenty (20) calendar days after the City provides the final COTA calculation to the Union and member, to determine if they wish to retire under the pension benefits existing prior to this labor agreement. If a pension eligible member chooses to retire under the pension benefits existing prior to this labor agreement, they must submit their retirement paperwork to the City of Omaha Human Resources Department and work their last day of actual employment on or before the date calculated pursuant to the previous sentence. This provision is intended to insure that an employee who makes a decision to retire in that time period will receive the pension benefits existing prior to this labor agreement and not in this labor agreement.

The actuary firm of Milliman Inc. has determined that applying the COTA to all sworn member's final pension calculation is a savings of 7.4% of payroll.

The pensionable earnings for all members hired after January 1, 2010, shall exclude the COTA pay categories. The City's payroll pension contribution for these members shall remain the same as members hired before January 1, 2010. The actuary firm of Milliman Inc. has determined that applying the COTA to all sworn member's final pension calculation is a savings of 0.3% of payroll.

Any member who is at least 45 years old and has at least 20 years of service may retire with a normal service retirement according to the chart below.

Upon the legal execution of the labor agreement, any member with at least 20 years of service and who then subsequently reaches the requisite years of service and age for their pension to commence, may retire with a normal service retirement according to the chart below. However, the applicable measurement period for this group is the member's highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service.

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	20%
15	55	30%
20	45	55%
20 & 6 months	45	57%
21	45	59%
21 & 6 months	45	61%
22	45	63%
22 & 6 months	45	65%
23	45	67%
23 & 6 months	45	69%
24	45	71%
24 & 6 months	45	73%
25	45	75%

Upon the legal execution of the labor agreement, any member with less than 20 years of service and who then subsequently reaches the requisite years of service and age for their pension to commence, may retire with a normal service retirement according to the chart below. However, the applicable measurement period for this group is the member's highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service.

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	20%
15	55	30%
20	45	50%
20 & 6 months	45	52%
21	45	54%
21 & 6 months	45	56%
22	45	58%
22 & 6 months	45	60%
23	45	62%
23 & 6 months	45	64%
24	45	66%
24 & 6 months	45	68%
25	45	70%
25 & 6 months	45	71%
26	45	72%
26 & 6 months	45	73%
27	45	74%
27 & 6 months	45	74%
28	45	74%
28 & 6 months	45	74%
29	45	74.5%
29 & 6 months	45	74.5%
30	45	75%

Any member hired after January 1, 2010, who then subsequently reaches the requisite years of service and age for their pension to commence, may retire with a normal service retirement according to the chart below. The pensions for these members will be calculated using the applicable percent of the member's pay from the highest consecutive 78 bi-weekly payroll periods within the member's final 130 pay periods of service (the member's annual figure will be determined by taking the highest 78 bi-weekly payroll periods and dividing by 3 then apply the applicable percent of the member's pay). Any of these members who retire under the chart below at an age less than 55 years with less than 30 years of sworn service, shall have their final monthly pension calculation, as shown in the chart below, reduced by 7% per each year less than 55 years of age. For example, if an employee is 50 years old and has 26 years of service, then he may retire according to the chart below, however, their final monthly pension calculation will be reduced by 35% (7% x 5 years less than 55 years old).

Minimum Years of Service	Age at Which Pension Commences	Percentage
10	55	20%
15	55	30%
20	50	50%

Minimum Years of Service	Age at Which Pension Commences	Percentage
20 & 6 months	50	51.5%
21	50	53%
21 & 6 months	50	54.5%
22	50	56%
22 & 6 months	50	57.5%
23	50	59%
23 & 6 months	50	60.5%
24	50	62%
24 & 6 months	50	63.5%
25	50	65%
25 & 6 months	50	66%
26	50	67%
26 & 6 months	50	68%
27	50	69%
27 & 6 months	50	70%
28	50	71%
28 & 6 months	50	72%
29	50	73%
29 & 6 months	50	74%
30	50	75%

SECTION 5: DEFERRED RETIREMENT OPTION PROGRAM – “DROP”

Upon legal execution of the labor agreement, the parties agree to implement a cost-neutral DROP option. Both parties are desirous of creating this DROP option because the actuaries have determined that such program will be beneficial to the pension system by giving members incentive to stay longer in order to participate in such DROP option. No employee will be eligible to enter the DROP option and still "spike" his or her pension.

Eligibility for this option is as follows:

- Current members with at least 20 years of service at the time of the legal execution and ratification of the labor agreement are eligible to participate in the DROP option at 22.5 years of service, if they are at least 45 years of age.
- All other pension members, who have reached minimum pension age, may participate in the DROP option at 25 years of service.

The wages of the DROP participant shall include all wages normally earned by a similarly situated sworn employee and the DROP participant shall continue to pay pension contributions into the system as if they were an active employee. The City will also contribute its pension contribution for such DROP participant into the pension system. A DROP participant shall be considered an active employee for all purposes except the following: the DROP participant is not eligible for early deferred retirement,

for promotion, for longevity pay, and for either service or non-service connected disability retirement (except as provided in the section entitled "Service connected disability" below).

The parties intend that the DROP option is designed to be at least cost-neutral to the pension plan. The Board of Trustees of the Police pension system and the actuaries will monitor the DROP option each year and will report its conclusions to the City and the Union. If after the conclusion of the third year of the DROP option, it is determined that it is not at least cost-neutral, the parties agree that the City and the Union shall have a period of 120 days to negotiate changes to the DROP option. Such 120-day period may be extended by mutual agreement of the parties. If the parties have not come to an Agreement within this 120-day period (or any extension agreed to by the parties), the DROP option shall terminate. Any individuals currently in the DROP option shall continue their involvement and commitment but shall not be credited for any interest earnings during the remainder of their DROP term (0%).

In designing a cost-neutral DROP option, the parties agree that the DROP option will include the following features:

1. The member must make an irrevocable election to participate in DROP for the DROP election period. A member who makes the irrevocable election shall be called a DROP participant. A member shall apply for DROP on a form prescribed by the Pension Board and shall agree to sever employment at the end of the DROP election period. The DROP election period shall be for a minimum for three years and a maximum for 5 years. A DROP participant who does not complete the DROP election period shall be ineligible for the payment of the portion of his/her DROP account balance that represents the interest credit with respect to the DROP election period. The above shall not apply if the DROP participant is required to sever employment because of the mandatory retirement age, does not complete the DROP election period due to hardship or disability as described below, or the DROP participant dies.
2. During the DROP election period, an amount equal to the retirement benefit that the DROP participant would have received if the DROP participant had retired on the day before his or her DROP election period shall be credited to the DROP participant's DROP account. The DROP account is a notional account in the pension plan.
3. The member's DROP account shall be credited annually with interest as determined by the Pension Board, in consultation with the actuary, in the range of 0 to 7%. The credit rate shall be determined after the close of the calendar year, with respect to the calendar year. For example, the interest crediting rate for 2010 shall be determined in the first quarter of 2011 and shall be credited to the DROP account as of December 31, 2010. The credited

interest rate is intended to be cost-neutral. In order to further this goal, interest may only be credited in a year in which rate of return on the investments of the pension plan reach the assumed investment rate of return (on a market value basis) and with respect to such a year the interest credited may not exceed 50% of the actual rate of return. For example, if the assumed investment rate of return is 8%, interest may only be credited with respect to 2010 if the pension fund earns 8% in 2010; and in that event, the DROP interest credited for 2010 cannot exceed 4%.

4. It is understood that the awarding of interest into an employee's DROP account is at the complete discretion of the Pension Board within the parameters set above. The Pension Board in the exercise of its discretion shall offset any negative balances experienced by such system during the DROP period of prior years.
5. Upon actual retirement at the end of the DROP election period or at mandatory retirement age (whichever is earlier), a DROP participant is entitled to receive his/her DROP account balance and to begin receipt of his/her retirement benefit that was calculated as of the day before his/her DROP election period.
6. The DROP account balance shall be distributed in a lump sum with the first monthly retirement benefit after severance from employment. Any additional interest shall be distributed when determined.
7. The DROP account balance (and any additional interest) shall be treated as an eligible rollover distribution to the extent permitted by law.

Notwithstanding paragraph 1 above that requires an irrevocable election to complete the DROP election period, a member may withdraw, without penalty, from DROP prior to the expiration of the member's DROP election period for the following reasons, subject to the approval of the Pension Board:

- a. Hardship/Non-Service Connected Disability: A DROP participant may apply to withdraw from the DROP option in the case of unexpected, life-changing situations, including the death of a spouse and terminal illness of a spouse or child, or upon the granting by the Pension Board of a non-service connected disability for an injury suffered during the DROP period. A DROP participant whose application to withdraw on account of either hardship or a non-service connected disability approved by the Pension Board shall receive, as of the date of his/her severance from employment, his/her DROP account balance and shall commence his/her retirement benefit calculated as of the day before his/her DROP election period.
- b. Service connected disability: A DROP participant who is granted a service connected disability for injuries suffered

during the DROP period shall be entitled to withdraw the funds in his DROP account, however, he shall receive no additional sums as disability payments (he maintains the same pension that he had been entitled to upon entering the DROP option). Such employee's medical bills shall be paid under contract provisions for a normal service retirement, not under the provisions for a service-connected disability. However, such employee shall receive workers compensation benefits to which may be entitled.

If an employee is injured during the DROP period and is assigned light duty, the provisions of Article 25 shall be followed and may not be waived by the parties.

In the event that a DROP participant dies during a DROP election period, the DROP participant's DROP account balance shall be paid to his/her spouse or children or estate, pursuant to other provisions of this contract and the applicable pension rules.

The Pension Board may adopt administrative policies, procedures, and forms to implement this DROP option.

SECTION 6: RETIREMENT – INJURY – ILLNESS

Any member of the Police and Fire Retirement System, covered by this Agreement, who should sustain an injury or illness not in the line of duty and as a result becomes unfit for active duty shall receive the following percentage of the member's average final monthly compensation.

<u>Years of Service</u>	<u>Percent</u>
Less than 10	10
10 and over	20
15 and over	30
20 and over	45 or ★
25	★

★ Same percentage employee would get if he/she took a normal service retirement, however the 7% reduction for each year below the age of 55 years shall not apply.

Any member of the Police and Fire Retirement System, covered by this Agreement, who should sustain an injury or illness in the line of duty and as a result becomes unfit for active duty shall receive the following percentage of the member's average final monthly compensation.

<u>Years of Service</u>	<u>Percent</u>
Less than 20	50
20 or more	★

★ Same percentage employee would get if he/she took a normal service retirement, however the 7% reduction for each year below the age of 55 years shall not apply.

Pension payments for service-connected disability retirements shall be reduced by the dollar amount equivalent to any worker's compensation benefits paid to the retiree times the percentage contributed to the System by the CITY.

SECTION 7: DEFERRED RETIREMENT

Any member of the Police and Fire Retirement System whose employment with the City shall be severed or terminated prior to attaining eligibility for a normal service retirement but who has served at least ten (10) years, can elect to leave the contribution in the system and thereby shall be eligible for a deferred service retirement pension, computed on the member's years of service credit and average final monthly compensation as of the date of termination as follows:

<u>Years of Service</u>	<u>Minimum Age</u>	<u>Percent</u>
10 years and over	55	20%
15 years and over	55	30%
20 years and over	★	★

★ Same percentage employee would get if he/she took a normal service retirement

An employee who "vests" his/her pension rights pursuant to the above, shall not thereafter be entitled to any benefits upon commencement of pension provided for retirees elsewhere in this Agreement (e.g. health insurance).

SECTION 8: CHILDREN'S PENSION

A monthly pension shall be payable to each unmarried child under the age of eighteen (18) of a deceased member or retiree. The monthly pension shall be based on the deceased's total annual compensation from the member's designated measure period, described above.

<u>Number of Eligible Children</u>	<u>Percent</u>
1	15
2	30
3	45
4 or more	50

The percent of the deceased's annual total compensation from the highest consecutive 26 bi-weekly payroll periods within the last five (5) years of service shall be divided equally among eligible children. The pension for each child shall be paid monthly to age 18 or death or marriage, whichever occurs first. In the event any child is totally disabled at the time of death of a member or retiree and has been so totally disabled or totally dependent for support since prior to age 18, whether or not such child was under the age of 18 at the time of such death, such monthly pension benefit shall be paid until the cessation of total disability or dependency for support, whichever occurs first. Any payment made under the section, regardless of whether due or hereinafter to become due, at the option of the CITY, may be paid to any parent or guardian of the child or children for his/her or their care, either method of payment being in full satisfaction of the requirements of this section.

SECTION 9: WIDOW OR WIDOWER

Beginning March 6, 2003, a monthly pension shall be payable to a widow or widower of an active or retired member of the Police and Fire Retirement System as long as the widow/widower was legally married to the deceased member at least one full year prior to the member's death. Benefits will continue for the widow/widower until death unless he or she shall remarry. If widow/widower should remarry all rights to such pension shall be terminated forever. That pension shall be as follows:

- A. If an active member with less than twenty-five (25) years of service dies from causes connected with service, the widow or widower shall be paid a monthly pension equal to 49 percent of the deceased member's average final monthly compensation. If an active member with twenty-five (25) years of service or more dies from causes connected with service, the widow will receive 69 percent of the deceased member's average final monthly compensation.

The actuary firm of Milliman & Robertson, Inc. has determined the cost of this benefit to be 0.28% of payroll. The amount shall be paid as follows:

- Beginning the first pay period after March 6, 2003, the city shall pay one-half of the cost (0.14%) into the pension system or trust account.
- Beginning the first pay period after March 6, 2003, employees shall pay one-half of the cost (0.14%) into the pension system or trust account.

In the event such active member shall die as a result of injuries or illness sustained in the line of duty and:

- widow or widower was not legally married to said member for a full year, or
- if the widow/widower should remarry after commencing benefits under this section, or

- if spouse of deceased member predeceased him or her,

then benefits normally payable under this Section to a widow/widower shall be placed in a trust fund for the education of the minor child(ren), if any, of the deceased member, until such child(ren) attain age 18, marry, or die. Said benefit will be paid into the trust equally for each child(ren).

B. If an active member dies from causes not connected with service, the widow or widower shall be paid a monthly pension as follows:

- If the deceased member had at least three (3) years and up to ten (10) years service credit under the Police and Fire Pension System, such member's widow or widower shall receive a pension equal to 35 percent of the deceased active member's average final monthly compensation. In addition, for a deceased member who has over ten (10) years of service, the widow or widower will be compensated an additional 1.4% for each additional year of service up to the deceased member having twenty (20) years of service. Therefore, a deceased member having twenty (20) years of service credit will entitle his/her widow to receive 49 percent of his/her average final monthly compensation. A widow of a member who dies having twenty (20) years of service credit up to and including twenty-four (24) years of service credit will be entitled to receive 49 percent of his/her average final monthly compensation.
- If the deceased member had 25 or more years of service, such member's widow/widower shall receive a pension equal to 69 percent of the deceased member's average final monthly compensation.
- The actuary firm of Milliman & Robertson, Inc. has determined the cost of the pension benefit here in the above section for widows to be 0.13% of payroll. This amount shall be paid as follows:
 - Beginning the first pay period after March 6, 2003, the city shall pay one-half of the cost (0.065%) into the pension system or trust account.
 - Beginning the first pay period after March 6, 2003, employees shall pay one-half of the cost (0.065%) into the pension system or trust account.

If a retired employee dies, the widow or widower shall receive a monthly pension equal to 75 percent of the monthly pension that the member was receiving or eligible to receive at the time of member's death. For employees hired after January 1, 2010, this benefit is reduced to 50 percent.

SECTION 10: REFUND OF CONTRIBUTIONS

Refunds of accumulated contributions to the System shall be made from the System as follows:

- (1) Upon approval by the System's Board of an application for refund of contributions when employment is terminated and the member is not eligible for retirement, full refund of member contributions with interest shall be made.
- (2) Upon approval by the System's Board of a former member's application for refund of contributions when the former member had elected deferred service retirement and is not yet eligible to receive pension payments, full refund of employee contributions with interest shall be made.
- (3) Upon the death of an employee or retiree where no widow or widower or children are left surviving who are entitled to pension benefits, a lump sum refund equal to the employee's accumulated contributions, or the retiree's balance of accumulated contributions in excess of total pension payments made to the retiree, or \$500.00, whichever is greater, shall be made to the designated beneficiary or heirs at law.
- (4) Upon cessation of pension benefits to a widow or widower or child(ren), a lump sum payment equal to the balance, if any, of the deceased's accumulated contributions in excess of the total amount of pension payments made to the retiree, widow, widower, and child(ren) shall be made to the widow or widower or child who is last to cease receiving a pension benefit from the System. Upon the payment of such lump sum amount, if any, the widow or widower and children shall have no future rights and privileges under the System.
- (5) Such refund as provided herein shall forever forfeit any and all rights to pension benefits from the System.

SECTION 11: DEATH BENEFITS

Within three (3) business days from the date the Human Resources Department receives appropriate certification of a member's or retiree's death, a lump sum death benefit shall be paid to the deceased's designated beneficiary.

- A. Upon the death of a member where a widow or widower or child(ren) are left surviving who are eligible for pension benefits, a lump sum death benefit equal to one year's pay plan salary shall be made. One year's pay plan salary shall be based on the top step pay rate for Police Officer from the current pay plan.

- B. Upon the death of a retiree where a widow or widower or child(ren) are left surviving who are eligible for pension benefits, a lump sum death benefit of \$1,000.00 shall be made. The lump sum death benefit shall be charged against and deducted from the accumulated contributions of the deceased retiree.
- C. Upon the death of a member or retiree where there is no widow or widower or child(ren) surviving who are eligible for pension benefits, a lump sum equal to the deceased member's accumulated contributions, if any, or \$500.00, whichever is greater, shall be made to the designated beneficiary.

SECTION 12: EARLY DEFERRED RETIREMENT OPTION

Any sworn police employee who is eligible for a normal service retirement within ten (10) months, may apply for, and be granted, an early, deferred retirement according to the following rules:

- (1) Such employee must sign a binding agreement to retire on a date certain within the ensuing twenty (20) pay periods ("mandatory retirement date").
- (2) Additionally, such employee must declare a "binding separation date" (last day the employee will perform job duties). Employee must elect an "early deferred retirement" (time between the binding separation date and the mandatory retirement date) up to a maximum of twenty (20) pay periods.
- (3) It is the employee's obligation, with the assistance of the Human Resources and Finance Department, to determine the employee's "payout bank" (the dollar amount the employee is entitled to in sick and annual leave payoff upon retirement pursuant to other Articles of this agreement). In order to be eligible for this early deferred retirement option, an employee must have a sufficient "payout bank" to cover all "early deferred retirement" time and any service years assessment salary reduction obligation (if applicable; see Article 37, Section 9). From the time between the binding separation date and the mandatory retirement date, the employee shall be paid his/her regular salary by reducing the balance of the employee's payout bank.
- (4) When an employee is on "early deferred retirement" time, he/she shall be assigned to a "5-2" schedule (Monday through Friday, excluding weekends, on the "B" Shift). Such employee shall be entitled to receive an hourly rate equal to the hourly pay schedule rate the employee was receiving immediately before the employee elected to go on "early deferred retirement" time. This means that from the time between the binding separation date and the mandatory retirement date, the employee shall be paid his/her regular salary by reducing the balance of the employee's payout bank.

- The City shall pay to the employee any college incentive pay and longevity pay that the employee was being paid even though the employee is not performing any work for the City. Should a holiday occur on the employee's "5-2" schedule, or if the employee has a birthday during the "early deferred retirement" time, the employee shall be paid for the respective Holiday Leave and Birthday Leave (both leaves equivalent to 8 hours pay at regular rate of pay) by the City. If the employee is required to attend court or other tribunal sessions during his/her "early deferred retirement" time, no additional pay shall accrue for such attendance during what would have been the employee's normal working hours (Monday through Friday, 8:00 A.M. to 4:00 P.M.). If, however, an employee is required to attend such tribunals outside of his/her normal working hours such time shall be compensable as court time, pursuant to Article 19, or overtime, pursuant to Article 21, depending on the circumstances. If an employee is "called in" to actually perform services during this "early deferred retirement" time, he/she shall be compensated according to Article 19, Section 2 ("call in")
- (5) The Human Resources and Finance Department shall calculate the binding separation date and the mandatory retirement date, as set forth above, and shall prepare such agreements for the employee's signature. The Police and Fire Pension Board must approve both such signed agreements prior to becoming effective.
 - (6) During the "early deferred retirement" period, an employee shall accrue sick and annual leave pursuant to other Articles of this agreement. At the end of the "early deferred retirement" period, the employee will be paid for accumulated sick and annual leave balances in cash upon retirement pursuant to other provisions of this labor agreement.
 - (7) The Human Resources and Finance Departments shall issue, if necessary, reasonable rules and regulations to administer and regulate this early, deferred retirement option. The rules and regulations shall be implemented upon the mutual consent of the parties.
 - (8) An employee electing the Early Deferred Retirement Option may not participate in the DROP option.

SECTION 13: PENSION SUPPLEMENT

The CITY will provide a pension supplement of three percent (3%) or fifty dollars (\$50) per month, whichever amount is less, beginning in the thirty-seventh (37th) month of retirement. This supplement shall continue on an annual basis with increases effective on the pension anniversary date. For all employees that retire the first pay period after March 6, 2003, the benefits will begin on the thirteen (13th) month of retirement. The cost of changing of this benefit from 37 months to 13 months has been determined by the actuary firm of Milliman & Robertson, Inc. to be 0.36% of payroll. The amount shall

be paid as follows:

- Beginning the first pay period after March 6, 2003, the City shall pay one-half of the cost (0.18%) into the pension system or trust account for the duration of this agreement.
- Beginning the first pay period after March 6, 2003, employees shall pay 0.18% into the pension system or trust account for the duration of this agreement.

The above method of payment has been determined by Milliman & Robertson, Inc. to be sufficient to fully fund this benefit increase.

For any member participating in the DROP option, their pension supplements shall continue on an annual basis with increases effective on the member's pension anniversary date.

SECTION 14: "QUALIFIED PLAN"

The CITY shall take such action as is necessary so that the System will continue to be a plan qualified under applicable Internal Revenue Service rules, which status will allow the employee to pay his portion of the pension contribution before federal income tax is withheld.

SECTION 15:

Any employee who has any of his/her highest twenty-six (26) pay periods, for the purposes of calculation of pension under this labor agreement, fall within payroll years 2004, 2005, or 2006 shall receive an additional 3.5% added on to his/her gross wages for any of those twenty-six pay periods upon which his/her pension is calculated. It is understood that this money will be paid as wages to each employee for any time (in 2004, 2005, or 2006) that is used to calculate his/her highest twenty-six pay periods. This means that, from the gross amount, normal wage deductions will be taken, including pension contribution, and that the pension contribution will be paid into the pension system.

Any employee whose highest twenty-six (26) pay periods, for the purposes of pension calculation, include any time period which falls within payroll years 2004 or 2005; and whose pension calculation is reduced because of the "special time off bank" obligation, in Article 20, Section 9, shall have the following apply:

- Those holidays in which the employee worked and would have received compensation in wages paid at the time earned, may be added at the employee's discretion to their highest 26 pay period for the purposes of calculation of his/her pension.

- This applies only to those holidays actually worked and not those holidays an employee takes holiday leave.

The intent of this provision is to not have the “special time off” bank obligation (Article 20, Section 9) reduce the highest 26 pay period amount for the purposes of calculation of pension. However, if an employee cashes out, any or all of his/her time off bank in order to enhance the highest 26 pay period amount for purposes of calculation of pension, the employee shall have the option of choosing whichever calculation would be more beneficial to the employee.

SECTION 16: SPLITTING OF THE POLICE AND FIRE RETIREMENT SYSTEM

The City has been informed by the Union, and also by the Professional Firefighters Association, Local 385, that they desire to change the current pension system by dividing it into two separate systems; one a Police pension system and one a Fire pension system. While nothing has been agreed to between the parties, it is anticipated that the following guidelines could govern such separation:

- A. The two pension systems would segregate the funds of each party, however, the funds could be co-mingled for investment purposes only.
- B. The actuary firm of Milliman, USA has been the actuary firm for the pension system for some time and could be responsible for aiding and assisting the parties in separating the system, including the determination of how to separate the funds.
- C. In order to effectuate the contemplated separation of the pension system, each Union individually must vote in favor of the separation by a majority vote of those voting on the issue.

The City agrees to provide any information necessary to the Unions or to Milliman, USA, so that such separation may be accomplished. Additionally, the City will agree to such separation as long as the pension system pays the entire cost for such separation and the separation does not result in any increased contributions to either the City or the employee.

- D. The new Police Pension Board, created by this separation of the current system, would consist of the following members: two (2) sworn Police employees elected similar to the election of current members; the City Human Resources Director; the City Finance Director; a member of the City Council selected by Council procedures; and two (2) appointments by the Mayor. Of these seven (7) people, one (1) member must be a woman and one (1) member must be a member of a minority group (other than being a woman).

- E. The City and the Police Union agree to explore a base wage percentage payout system in determining pension amounts. The Police Union will be responsible for any and all costs for determining the cost of such change. Any change to a base wage percentage payout system will require mutual agreement of the parties.

ARTICLE 35

SHIFT DIFFERENTIAL

All sworn employees, except those assigned to the "B" Shift, shall receive a sixty five cent (0.65) per hour (beginning January 1, 2006: eighty cents per hour, \$0.80; and beginning December 31, 2006: one dollar per hour, \$1) shift differential pay for hours worked, regardless of when those hours are worked.

ARTICLE 36

PAY FOR COLLEGE DEGREE & TUITION REIMBURSEMENT

SECTION 1 The CITY shall pay for advanced educational incentive to all employees who have completed two (2) years of service with the Omaha Police Department. It is understood that the employee is entitled to such college incentive pay for only the highest degree obtained by such employee. The CITY shall pay the employee in equal increments, coinciding with the pay periods as follows:

- a) Each employee who has obtained an Associate's degree from an accredited college or university shall receive \$608 per year or \$23.38 per pay period.
- b) Each employee who has obtained a Bachelor's degree from an accredited college or university shall receive \$1,410 per year or \$54.23 per pay period.
- c) Each employee who has obtained a Master's or Doctorate degree from an accredited college or university shall receive \$1,725 per year or \$66.35 per pay period.

SECTION 2 The City will provide tuition reimbursement for college classes up to two (2) semesters a year at the per semester cost of three (3) credit hours at the University of Nebraska-Omaha.

ARTICLE 37

WAGES

SECTION 1 Beginning December 14, 2008 (the 2009 payroll year), all employees covered by this Agreement shall receive a 0% base pay increase. (See Appendix B)

SECTION 2 Beginning December 27, 2009 (the 2010 payroll year), all employees covered by the Agreement shall receive a 0% base pay increase. (See Appendix B) Effective December 27, 2009, the pay scale identified and described in Appendix B as the 2010 pay scale shall be implemented. This new pay scale represents a compression of the steps based upon comparable cities, but includes a 0% across the board pay increase for payroll year 2010.

Effective December 27, 2009, all employees holding a promotional rank shall be placed on the pay step of the promoted rank set forth in the pay plan upon consideration of the following: 1) Placement at the pay step which most proximately represents a 5% increase in the wage rate; 2) If such step placement results in any junior rank Employee earning a wage rate greater than the promoted Employee, such promoted Employee shall be advanced to the next step on such pay plan; and 3) time in rank.

Effective upon the legal execution of this agreement, in addition to the above language, the rate of any promoted employee shall be increased to that pay step in the new range which provides for a minimum five percent (5%) pay increase.

SECTION 3 The City and the Union shall establish comparable wages the first pay period of 2011, 2012, and 2013, using the available data from the array of cities from the 2008 CIR decision (Denver, Oklahoma City, Tulsa, Cincinnati, St. Paul, Wichita, and Fort Worth). Effective December 8, 2013, if necessary due to the unavailability of 2013 comparability information, there shall be an additional wage adjustment for 2013 in order to comply with the above provision.

If any city has experienced a midyear wage adjustment (e.g. settled a contract for the calendar year in the middle of such calendar year but did not pay the employee retroactively or a scheduled midyear wage increase), the hourly rates will be blended, consistent with the CIR ruling process, to represent the actual rate for the total calendar year.

Beginning in 2011, the command pay scale structure will be modified to the following: Sergeant – 8 steps in 9 years, Lieutenant – 6 steps in 5 years, Captain – 5 steps in 7 years. These pay scale structures shall continue throughout the life of this contract.

For the purposes of establishing the wage minimums and the maximums of each rank, the parties will use the same job match and midpoint methodology established by the CIR unless otherwise set forth in this agreement (ex. Omaha top officer is equivalent to top Sgt in Oklahoma City). The officer minimum will be established using the hourly rate earned by sworn officers upon graduation of the academy, in other words, the date in which they become sworn police officers. For purposes of establishing the hourly rates for steps between the minimum and the maximum, each step progression will increase at an equal amount throughout the pay scale.

Upon establishment of the comparable wages either by agreement of the parties or by decision of the arbitrator, the City shall pay any owed monies (“backpay wages”) retroactive to the beginning of the respective payroll year within 45 calendar days of an agreement between the parties or decision of the arbitrator. As to implementation forward of any new pay scales, such implementation shall commence within two pay periods after of an agreement between the parties, or decision of the arbitrator. If the City does not pay any owed past monies or implemented forward any pay scales by the time deadlines specified above, then the City shall pay interest (judgment interest rate set by law) to the employees.

Should the parties not be able to agree to any of the above calculations (for example, major changes to the pay plans in the comparable cities during this contract that impact establishing comparable hourly wages), the specific calculation under disagreement shall be submitted to arbitration pursuant to the grievance procedures in Article 8 of this agreement to hear evidence and determine comparable wages and health insurance by the above criteria. Should either party wish to use the Expedited Arbitration as established by the FMCS process in order to settle their disagreement, then such arbitration process shall be used.

Using the above comparability methodology, should it be determined that hourly wages are at or greater than comparability at the beginning of the 2011, 2012 or 2013 payroll year, the hourly wage rate of such affected employees shall not change in that payroll year.

Appendix "D" shall state the job matches between the Omaha Police Department ranks and the corresponding ranks of the comparable cities.

SECTION 4 The number of pay steps shall be nine (9) for Police Officers, six (6) for Sergeants, and five (5) for Lieutenants and Captains.

The amount of time from minimum to maximum shall be thirteen (13) years for Police Officers ten (10) years for Sergeants, six (6) years for Lieutenants, and nine (9) years for Captains.

At the beginning of the 2011 payroll year, a new pay scale structure will be established with a Sergeant at eight (8) steps in nine (9) years, Lieutenant at six (6) steps in five (5) years, and a Captain at five (5) steps in seven (7) years. This pay scale structure shall continue throughout the life of this labor agreement.

The number of years necessary to move from step to step on a given rank is located on the respective pay scales in Appendix B.

SECTION 5 Effective December 27, 2009, employees either at or promoted to the rank of Captain will be placed on the pay scale based on their total years of sworn service with the Omaha Police Department at the time of their promotion to Captain. Initial placement for such employees is based on the following:

<u>Years of Service</u>	<u>Initial Placement</u>
8 to less than 12 years	Step "A"
12 to less than 20 years	Step "B"
20 years or more	Step "C"

All of the above only applies to the initial placement of an employee to Captain. After this initial placement, a Captain moves from step to step based upon his time in rank, as outlined in the pay scales in Appendix B, except that any Captain upon their 12 year anniversary as a sworn employee shall at a minimum be either at or above Step "B" and any Captain upon their 20 year anniversary as a sworn employee shall at a minimum be either at or above Step "C".

Effective upon the legal execution of the agreement, any Sergeant or Lieutenant with at least 20 years of sworn service shall be placed at the top pay step of their respective pay scale.

- SECTION 6 Movement from one step to the next will continue to be based upon satisfactory job performance. In determining whether or not any individual employee merits a step increase all factors of that employee's job performance shall be considered. Disciplinary actions taken against an employee pursuant to Article 6, Discharge and Discipline, shall not automatically bar advancement within pay range steps.
- SECTION 7 The City shall continue its practice of an “every other week payroll system.” Annual salary is negotiated and determined and then paid to the employee in equal installments every two weeks. Wages shall be paid only by direct deposit of funds into an employee bank account at a recognized financial institution pursuant to direct deposit procedures required by the Finance Department.
- SECTION 8 LATERAL HIRES: Upon legal execution of the labor agreement, the parties agree that it takes a total of thirteen (13) years after graduation from the academy for an employee at the rank of police officer to reach their top pay step. Should the City hire a lateral class (“fast-track”) with an abbreviated academy, it is understood that the City shall adjust the time such a fast-track employee is at their “B” step to ensure the employee does reach their top pay step in 13 years after graduation from the academy.

ARTICLE 38

JOB PERFORMANCE INTERVIEW (COUNSELING)

- SECTION 1 The CITY shall institute formalized employee job performance interviews (counseling). These interviews will be conducted with employees on an as needed basis. The purpose of these interviews is to bring to the attention of the affected employee his unacceptable job performance and/or failure to follow specific job instructions. Such interviews shall be documented in writing on a form provided by the CITY. The employee must sign such documentation form. The original of the form shall be maintained in the employee's individual personnel file at the Police Department; a copy shall be given to the employee. No other copies of the form shall be distributed.
- SECTION 2 An employee, on request, may inspect his Departmental personnel file, however no material may be removed or mechanically reproduced from this file except as herein provided. Should the employee feel that such file contains erroneous information he may request an administrative review by the Police Chief. Any other inspection of an employee's Departmental personnel file may be done only with the authorization of the Police Chief. This form must provide a space for the employee to explain his actions. No employee job performance interview over one (1) year old will be used as a basis to show any type of behavioral or performance pattern.
- SECTION 3 An employee may request that any job performance interview that is greater than one (1) year old be removed from his Police file. The employee will be provided with such document. No copy or notation of such document will be maintained in the employee's Police file; however, such job performance interview will be maintained in a generic Police file not under any employee's name. Such documentation may be used only for purposes of litigation not relating to the employee's discipline; or in appeals, arbitration or litigation relating to the employee's discipline only for purposes of impeachment.

ARTICLE 39

DRUG TESTING

SECTION 1 All sworn employees of the Omaha Police Department shall be required to take drug tests, on a random basis pursuant to the below listed policy.

Omaha Police Department employees, for the purposes of random drug testing, shall be divided into two groups:

Group "A"

all personnel assigned to Internal Affairs
Chief and all Deputy Chiefs
all personnel assigned to drug/narcotic enforcement
all probationary employees
all E.R.U. team members

Group "B"

any other sworn employees

Every six months (at duty change) the Police Chief shall provide to the Human Resources Director of the CITY a list of Group "A" sworn employees. Such list shall be by serial number and the name of each employee shall not be noted. The Human Resources Director, at any time, may direct the Police Chief to order all members of Group "A" to take a drug test within 48 hours of notification. It is the general intent and desire of the CITY to test Group "A" employees approximately twice a year. However, tests may be ordered at any time, and the cumulative effect of such orders may be more or less than a twice a year average.

The Human Resources Director may direct the Police Chief to order members of Group "B" to take a drug test pursuant to the following:

1. Every six (6) months (at duty change) the Police Chief shall provide to the Human Resources Director of the CITY a list of Group "B" sworn employees. Such list shall be by serial number and the name of each employees shall not be noted.
2. Twice during any given six (6) month period the Human Resources Director may provide a list of approximately 1/6 of employees on "B" list to the Police Chief. The Human Resources Director may direct the Police Chief to order those employees to submit to a drug test within 48 hours of notification.

All drug tests ordered pursuant to the above random testing policy shall be performed in accordance with the mandates of the currently existing CITY Drug/Alcohol policy. In selecting Group "B" personnel for testing, the Human Resources Director shall utilize a probability sampling technique called "simple random selection with replacement." A computer generated file of random employees shall be used.

The purpose is to insure that each member of Group "B" has a similar probability of being selected if the drug test is ordered.

The CITY agrees to strike that language from current CITY Policy on Drug/Alcohol which mandates termination of sworn employees for positive tests for alcohol.

Any notification of an employee of the results of any test given pursuant to Random Drug Test Policy or the CITY'S for-cause test policy shall be either: 1) personally delivered; or 2) delivered by certified mail or bonded courier.

Further, it is understood by and between the parties that St. Joseph's Hospital is currently designated by the CITY pursuant to the CITY Policy to be the testing facility. St. Joseph's has, in its agreement with the CITY (which agreement the UNION has reviewed and is familiar with), agreed to certain minimum standards for privacy and lab integrity. The CITY agrees that those minimum standards shall be at all times maintained.

Further, it is agreed that should an employee test impaired for alcohol pursuant to any CITY policy, that employee need not necessarily be terminated, but shall be disciplined pursuant to the provision of the CITY'S Policy on Drugs/Alcohol. This could include termination, but termination is not the only option.

Employees on sick leave or I.O.D. status shall be directed to take the drug test if their serial number is selected (as either Group "A" or "B"). However, in so doing, the Police Chief shall give special consideration to the particular illness/injury of the employee. Any questions as to whether or not the employee is medically able to submit to such testing shall be decided by a competent physician. Verifiable phone communication from such physician can be the basis for the CITY declining to order the employee to appear.

Employees on pre-approved annual leave will not be ordered to

submit to drug testing while on such leave. When such employee returns from leave, he shall be ordered to take the drug test, pursuant to the above policy.

Whenever possible, random drug testing shall be ordered during an employee's regularly scheduled work hours.

SECTION 2 In addition to the above random testing, it is further agreed that any employee may be required to submit himself to drug testing if: 1. that employee has been involved in an on-duty automobile accident; 2. that employee has fired his weapon on-duty other than in a training situation. For this accident/occurrence testing, all the same rules and safeguards provided above shall apply to the employee.

ARTICLE 40

OUT-OF-CLASSIFICATION PAY

Employees required to work out-of-classification in a higher rank (or on any approved paid leave while working in such higher classification) shall be paid such higher rank classification base pay beginning with the performance of such work on the sixth (6th) consecutive day. Such employee shall be paid at the lowest base rate of the higher rank.

The parties agree that out-of-classification pay shall not occur unless the employee is specifically ordered by police management (Chief or Deputy Chief) to work the position. If the employee is directed to work out of class by other than police management, he should notify his Deputy Chief immediately. If the affected employee is not notified to the contrary by police management, by the 3rd working day, he shall consider the assignment approved. Further, the CITY agrees that upon the designation of a particular employee to work out-of-classification, that particular employee designation will continue on for the duration of the incumbent's vacancy, except for cause.

ARTICLE 41

SPECIALTY PAY

Effective December 27, 2009, any sworn employees (officers, sergeants, lieutenants) whose primary assignment is as a detective or an investigator, assigned in units whose primary function is to conduct both initial and follow-up investigations shall receive 3% of their base pay. The City shall pay employees in equal increments coinciding with the pay periods. The list of employees entitled to receive Detective/Specialty pay shall include the following detective units/squads:

- Internal Affairs Unit
- Background Inspections Unit
- Traffic Accident Investigation Squad
- Major Crimes Unit
- North Investigations Unit
- South Investigations Unit
- Homicide Unit
- Special Victims Unit
- Gang Unit
- Narcotics Unit
- Crime Analysis Lieutenant
- Pawn Squad
- CIB Operations

The actual names of these jobs may change or the job may be assigned to another unit. It is the intent of the parties that irrespective of such title changes or assignment of the job to another unit, that it is the actual work performed by the employees in the above job listings that will entitle an employee to such specialty pay.

ARTICLE 42

PREMIUM PAY

All employees, during the time assigned to these duties, shall be paid "Premium Pay" by the City. Such employees shall receive an additional one and one half percent (1.5%) and/or three percent (3%) of the maximum Police Officer's base pay. The CITY shall pay these employees in equal increments, coinciding with the pay periods as follows:

One and one half percent (1.5%)	Three percent (3%)
Training	ERU
Narc Dog Handler	Motorcycle
Bomb Dog Handler	Bomb Squad
Clan. Lab	Helicopter Pilots
	*Bilingual
	Canine

*Bilingual - If an employee speaks a language other than English, including sign language for the deaf, with proficiency, as determined by a test administered by the Human Resources Department, and such employee is specifically assigned and required to use such skills in the performance of his duties, he shall receive Specialty Pay as above. This pay is contingent upon the Chief of Police specifically assigning and requiring the use of such skills; however, in so doing, the Chief may not force an employee to change shifts or sergeant's area in violation of Article 15 of this contract.

\$75.00 PER WEEK, WHEN ACTUALLY ASSIGNED A RECRUIT

Field Training Officers (F.T.O.)

This F.T.O. pay is limited to trained F.T.O.'s.

ARTICLE 43

COMPENSATORY TIME & EXCESS TIME BANK

COMPENSATORY TIME:

An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of one hundred thirty-four (134) hours of compensatory time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. The employee may accrue and retain the above limit indefinitely until separation from service; however, the employee retains the right to cash out his/her compensatory time at any time.

It is understood that the usage of compensatory time is to be requested just like annual leave, and may be denied as any other annual leave. Pursuant to Article 13, Section 2, for the purpose of determining the number of employees off on leave, comp time shall be considered as annual leave.

For purposes of this Article, time worked shall include court or call-in time.

Any overtime, including holiday pay for time actually worked, court pay or call-in pay is eligible to be selected by the employee. Any pay earned at straight time shall be placed in the employee's comp time bank at straight time; any pay earned at overtime rates shall be placed in the employee's comp time bank at time and one-half.

EXCESS TIME BANK:

Pursuant to the Commission of Industrial Relations Final Order issued on January 20, 2009, the amount of compensatory time that may be banked by an employee was reduced from 360 hours to 134 hours. Henceforth, a new "excess time bank" is created in which all the hours in the compensatory time bank over 134 for each employee will be deposited. This excess time bank will be separate and apart from the compensatory time bank or any other bank currently in existence or that has been in existence at any point in the past.

The City and the Union agree that this excess time bank shall only be used for this purpose and that no additional hours may be accrued or placed in such excess time bank other than those placed in it as a result of the Final Order of the CIR.

This excess time bank may be used by employees in a manner similar to the traditional compensatory time off. Employees shall have the option of either using the hours to take time off from work subject to the rules and regulations already in existence for the use of compensatory time or they shall have the option of cashing out the hours in the excess time bank at such time that they desire consistent with how compensatory time has been paid in the past between the parties.

Employees subject to the labor agreement are able to cash out the time in the excess time bank whenever they desire and at no time shall they be required to cash out any portion of the excess time bank except for when they leave City employment.

ARTICLE 44

WAGE SUPPLEMENT FOR CARD EMPLOYEES

Beginning December 31, 2006, those employees working under the card system shall be paid "card pay" by the CITY and shall receive an additional two and one half percent (2.5%) of the top Police Officer's base pay. The CITY shall pay this employee in equal increments, coinciding with the pay periods.

ARTICLE 45

CONTINUING NEGOTIATIONS

Notwithstanding that this Agreement settles all issues of wages, hours, and working conditions for the years covered, the parties agree to negotiate during the term of this Agreement regarding the following issues:

1. a new "performance based" pay system;
2. the utilization of one, or more, H.M.O. options to current health insurance coverage;
3. the creation and implementation of a voluntary, minimum physical fitness standard which shall be graded according to the age of the employee.

Furthermore, the parties agree to negotiate all pension benefits currently provided should Social Security become mandatory.

The CITY and the UNION agree to create procedures to jointly, strongly urge employees to give at least one (1) year notice of planned retirement.

ARTICLE 45A – MISCELLANEOUS

During the term of this negotiation, the parties were not able to reach agreement on certain items with regard to the application of the ruling from the Commission of Industrial Relations (CIR). One item that the City changed voluntarily was its interpretation of the CIR's language on initial step placement upon being promoted. Chapter 23 of the Omaha City Code provides that initial step placement will be based upon an increase that is nearest to a 5% increase. While the City took a contrary position on the utilization of this "5% rule" it subsequently has changed its position and determined that the implementation of the "5% rule" is proper. One item which the City and the Union were unable to agree in regards to the CIR case are:

1. Did the City properly follow the CIR ruling when it interpreted the ruling to result in a continued 3,200 hour cap on sick leave payout upon retirement? See Article 13, Section 1.

The parties have agreed that nothing in this contract is an implication that either side may not seek to litigate either of these matters. Should that occur, the ultimate results of such litigation shall be placed in this contract as applicable.

ARTICLE 46

TRADE TIME

Subject to prior supervisory approval, and if allowed (without additional pay) under the Fair Labor Standards Act, non-probationary employees within the same classification and shift, shall be allowed to voluntarily trade duty shifts. Supervisory approval shall not be unreasonably denied. The CITY shall not incur overtime solely as a result of the trade. Trades shall be in minimum increments of full shifts, and shall be on a temporary basis. Designated holidays shall be excluded.

Written notification signed by both employees involved in the trade must be provided on a form supplied by the Omaha Police Department. All trades must be completed within the same semi-annual detail time period. Trade time cannot be utilized more than four (4) times in a calendar year by any individual employee.

At any time an employee leaves employment with the Police Department and becomes entitled to pay off of his accrued sick and/or annual leave, a determination shall be made by the CITY of whether that employee owes another employee trade time pay back. Should it be determined that the employee owes trade time it is understood that such amounts will be withheld and paid to the CITY. Employees shall, upon application for retirement, be required to sign an agreement reflecting the above.

ARTICLE 47

DURATION OF AGREEMENT

This Agreement shall be and shall remain in full force and effect from and after December 14, 2008, until December 21, 2013, and thereafter for successive one (1) calendar year periods, unless one of the parties hereto on or before April 1st of any such year shall notify the other party hereto in writing of its desire to modify the same, or any part thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this day of _____ day of _____, 20_____.

OMAHA POLICE UNION LOCAL NO. 101

CITY OF OMAHA

by _____
Aaron Hanson, President
and Chief Negotiator

by _____
Jim Suttle, Mayor

ATTEST:

City Clerk of the City of Omaha

APPROVED AS TO FORM:

Deputy City Attorney

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

Omaha Police Union, Local No. 101

Effective _____ I hereby request and authorize you to deduct from my earnings each payroll period an amount sufficient to provide for regular payment of the dues established by the Omaha Police Union, Local No. 101. The amount shall be certified by said Local Union and any changes in such amount shall be certified. The amount deducted shall be paid to the Omaha Police Union, Local 101.

This authorization is revocable at any time upon giving written notice, pursuant to Article 3, Section 5, to the Payroll Section of the Accounts and Finance Division of the City of Omaha, Nebraska.

X _____ Social Security No. ____/____/____
(Employee's Signature)

Print or Type

Last Name First Middle Initial Date Card Signed

Street Address City State Zip

APPENDIX B

CLASSIFICATIONS – POLICE BARGAINING UNIT

2009 Salaries: Effective December 14, 2008

Class Code	Class Title	Pay Range	I									
9005	Police Officer – Probationary	1 UP AN. BW. HR.	38,459.20 1,479.20 18.49									
Class Code	Class Title	Pay Range	A	B	C	D	E	F	G	H	I	
9010	Police Officer	3 UP AN. BW. HR.	44,158.40 1,698.40 21.23	46,904.00 1,804.00 22.55	49,649.60 1,909.60 23.87	52,395.20 2,015.20 25.19	55,140.80 2,120.80 26.51	57,866.40 2,226.40 27.83	60,632.00 2,332.00 29.15	63,377.60 2,437.60 30.47	66,102.40 2,542.40 31.78	
9030	Police Sergeant	7 UP AN. BW. HR.	66,019.20 2,539.20 31.74	67,600.00 2,600.00 32.50	69,180.80 2,660.80 33.26	70,761.60 2,721.60 34.02	72,342.40 2,782.40 34.78	73,881.60 2,841.60 35.52				
9050	Police Lieutenant	9 UP AN. BW. HR.	75,316.80 2,896.80 36.21	77,376.00 2,976.00 37.20	79,435.20 3,055.20 38.19	81,494.40 3,134.40 39.18	83,574.40 3,214.40 40.18					
9070	Police Captain	11 UP AN. BW. HR.	85,217.60 3,277.60 40.97	88,545.60 3,405.60 42.57	91,873.60 3,533.60 44.17	95,201.60 3,661.60 45.77	98,488.00 3,788.00 47.35					

STEP PROGRESSION:

POLICE OFFICER – PROBATIONARY

Step	Requirement
"T"	Initial Hire

POLICE OFFICER

Step	Requirement
"A"	At Academy graduation (5 months)
"B"	Nineteen and one half months (19.5 months) at step "A"
"C"	Nineteen and one half months (19.5 months) at step "B"
"D"	Nineteen and one half months (19.5 months) at step "C"
"E"	Nineteen and one half months (19.5 months) at step "D"
"F"	Nineteen and one half months (19.5 months) at step "E"
"G"	Nineteen and one half months (19.5 months) at step "F"
"H"	Nineteen and one half months (19.5 months) at step "G"
"I"	Nineteen and one half months (19.5 months) at step "H"

POLICE SERGEANT

Step	Requirement
"A"	Initial Promotion
"B"	Twenty-four months (24 months) at step "A"
"C"	Twenty-four months (24 months) at step "B"
"D"	Twenty-four months (24 months) at step "C"
"E"	Twenty-four months (24 months) at step "D"
"F"	Twenty-four months (24 months) at step "E"

POLICE LIEUTENANT

Step	Requirement
"A"	Initial Promotion
"B"	Eighteen months (18 months) at step "A"
"C"	Eighteen months (18 months) at step "B"
"D"	Eighteen months (18 months) at step "C"
"E"	Eighteen months (18 months) at step "D"

POLICE CAPTAIN

Step	Requirement
"A"	Initial Promotion
"B"	Twenty-seven months (27 months) at step "A"
"C"	Twenty-seven months (27 months) at step "B"
"D"	Twenty-seven months (27 months) at step "C"
"E"	Twenty-seven months (27 months) at step "D"

APPENDIX B

CLASSIFICATIONS – POLICE BARGAINING UNIT

2010 Salaries: Effective December 27, 2009

Class Code	Class Title	Pay Range	I								
9005	Police Officer – Probationary	1 UP									
		AN.	38,459.20								
		BW.	1,479.20								
		HR.	18.49								
Class Code	Class Title	Pay Range	A	B	C	D	E	F	G	H	I
9010	Police Officer	3 UP									
		AN.	44,158.40	46,904.00	52,998.40	55,003.00	57,359.90	58,500.00	60,632.00	63,377.60	66,102.40
		BW.	1,698.40	1,804.00	2,038.40	2,115.50	2,206.15	2,250.00	2,332.00	2,437.60	2,542.40
		HR.	21.23	22.55	25.48	26.44	27.58	28.13	29.15	30.47	31.78
9030	Police Sergeant	7 UP									
		AN.	66,019.20	67,600.00	69,180.80	70,761.60	72,342.40	73,881.60			
		BW.	2,539.20	2,600.00	2,660.80	2,721.60	2,782.40	2,841.60			
		HR.	31.74	32.50	33.26	34.02	34.78	35.52			
9050	Police Lieutenant	9 UP									
		AN.	75,316.80	77,376.00	79,435.20	81,494.40	83,574.40				
		BW.	2,896.80	2,976.00	3,055.20	3,134.40	3,214.40				
		HR.	36.21	37.20	38.19	39.18	40.18				
9070	Police Captain	11 UP									
		AN.	85,217.60	88,545.60	91,873.60	95,201.60	98,488.00				
		BW.	3,277.60	3,405.60	3,533.60	3,661.60	3,788.00				
		HR.	40.97	42.57	44.17	45.77	47.35				

STEP PROGRESSION:

POLICE OFFICER – PROBATIONARY

Step	Requirement
"T"	Initial Hire

POLICE OFFICER

Step	Requirement
"A"	At Academy graduation (5 months)
"B"	Nineteen months (19 months) at step "A"
"C"	One (1) year at step "B"
"D"	One (1) year at step "C"
"E"	One (1) year at step "D"
"F"	Two (2) years at step "E"
"G"	Two (2) years at step "F"
"H"	Two (2) years at step "G"
"I"	Thirteen (13) years after academy graduation

ALL OFFICERS HIRED AFTER DECEMBER 27, 2009:

POLICE OFFICER – PROBATIONARY

Step	Requirement
"T"	Initial Hire

POLICE OFFICER

Step	Requirement
"A"	One (1) year at step "T"
"B"	One (1) year at step "A"
"C"	One (1) year at step "B"
"D"	One (1) year at step "C"
"E"	One (1) year at step "D"
"F"	Two (2) years at step "E"
"G"	Two (2) years at step "F"
"H"	Two (2) years at step "G"
"I"	Thirteen (13) years after academy graduation

POLICE SERGEANT

Step	Requirement
"A"	Initial Promotion
"B"	Twenty-four months (24 months) at step "A"
"C"	Twenty-four months (24 months) at step "B"
"D"	Twenty-four months (24 months) at step "C"
"E"	Twenty-four months (24 months) at step "D"
"F"	Twenty-four months (24 months) at step "E"

POLICE LIEUTENANT

Step	Requirement
"A"	Initial Promotion
"B"	Eighteen months (18 months) at step "A"
"C"	Eighteen months (18 months) at step "B"
"D"	Eighteen months (18 months) at step "C"
"E"	Eighteen months (18 months) at step "D"

POLICE CAPTAIN

Step	Requirement
"A"	Initial Promotion
"B"	Twenty-seven months (27 months) at step "A"
"C"	Twenty-seven months (27 months) at step "B"
"D"	Twenty-seven months (27 months) at step "C"
"E"	Twenty-seven months (27 months) at step "D"

APPENDIX C

HEALTH CARE BENEFIT SUMMARY

BASIC BENEFITS:

- INPATIENT HOSPITALIZATION: All inpatient care must be pre-certified by third party administrator
- 100% co-insurance up to the maximum benefit allowed for necessary covered services per 365-day benefit period.
- Semiprivate room
 - Cardiac care or intensive care unit
 - Use of operating, recovery and other appropriate treatment rooms and equipment
 - Anesthesia
 - Respiratory care
 - FDA-approved drugs, intravenous solutions or medicine which are prescribed and administered while hospitalized
 - Administration and processing of intravenous solutions and blood
 - Supplies, materials and equipment except take home supplies and convenience items
 - Radiology and pathology and other diagnostic services billed by the hospital
 - Radiation and chemotherapy – high dose chemotherapy is limited to provisions under organ and tissue transplants
 - Physical, Occupational, & Speech Therapy when provided by licensed therapist or under the direct supervision of licensed therapist
- OUTPATIENT FACILITY SERVICES:
- Injury, if treated within 72 hours of an accident
 - Surgery
 - Emergency medical condition if treatment is received within 24 hours of its onset
 - Rabies injections
 - Cancer chemotherapy or radiation therapy
 - Renal dialysis
 - Treatment of burns
 - Reapplication or adjustment of casts
 - X-ray and laboratory tests performed within 72 hours before an inpatient admission for surgery
- PHYSICIAN'S SERVICES:
- Surgery
 - Surgical Assistance on specified covered procedures
 - Anesthesia Services as determined by third party administrator
 - Inpatient hospital visits
 - Inpatient Consultations when necessary

\$100.00 per Membership Year Maximum on Out-Patient

Diagnostic X-Rays and Laboratory Procedures performed in an outpatient department of a hospital or in a physician's office.

Maternity: covered on same basis as any other confinement for both Mother and Baby.

MAJOR MEDICAL: Available subject to applicable major medical deductible and/or coinsurance for following medically necessary covered services and supplies:

- Physician home and office visit and consultations
- Radiology, pathology and other diagnostic services not covered under the basic coverage
- Ambulance service as allowed
- Outpatient or home sessions for physical, occupational or speech therapy sessions, chiropractic or osteopathic physiotherapy or manipulative treatments or adjustments with specified limits per calendar year
- Services for renal dialysis
- Rental or initial purchase of certain medical equipment and supplies
- Diabetes education as specified
- Home Fusion
- FDA-approved injectables and injectable supplies
- Screening mammograms
- Home health aide
- Skilled nursing care
- Skilled nursing facility
- Hospice services
- Outpatient treatment of mental illness, alcoholism or drug abuse

PRESCRIPTION DRUG PROGRAM: Subject to annual deductible and applicable co-insurance up to annual out of pocket maximum

Retail – up to 30 day supply

Mail Order – up to 90 day supply

The above list only highlights the covered benefits under the basic and major medical provisions. For a more extensive review, consult the employee Benefit Plan Description provided by the City's third party administrator.

APPENDIX D

JOB MATCHES WITH COMPARABLE CITIES

OMAHA POLICE RANKS

Recruit
Officer
Sergeant
Lieutenant
Captain

CINCINNATI POLICE RANKS

<u>Minimum</u>	<u>Maximum</u>
Recruit	Recruit
Officer Minimum	Specialist Maximum
Sergeant Minimum	Sergeant Maximum
Lieutenant Minimum	Lieutenant Maximum
Captain Minimum	Captain Maximum

OMAHA POLICE RANKS

Recruit
Officer
Sergeant
Lieutenant
Captain

DENVER POLICE RANKS

<u>Minimum</u>	<u>Maximum</u>
Officer Minimum	Officer Minimum
Officer Minimum	Officer Maximum
Sergeant Minimum	Sergeant Maximum
Lieutenant Minimum	Lieutenant Maximum
Captain Minimum	Captain Maximum

OMAHA POLICE RANKS

Recruit
Officer
Sergeant
Lieutenant
Captain

FORT WORTH POLICE RANKS

<u>Minimum</u>	<u>Maximum</u>
Recruit	Recruit
Officer Minimum	Officer Maximum
Sergeant Minimum	Sergeant Maximum
Lieutenant Minimum	Lieutenant Maximum
Captain Minimum	Captain Maximum

OMAHA POLICE RANKS

Recruit
Officer
Sergeant
Lieutenant
Captain

OKLAHOMA CITY POLICE RANKS

<u>Minimum</u>	<u>Maximum</u>
Recruit (A)	Recruit (A)
Recruit (B)	Sergeant Maximum
Lieutenant Minimum	Lieutenant Maximum
Captain Minimum	Captain Maximum
Major Minimum	Major Maximum

OMAHA POLICE RANKS

Recruit
 Officer
 Sergeant
 Lieutenant
 Captain

TULSA POLICE RANKS

<u>Minimum</u>	<u>Maximum</u>
Recruit	Recruit
Officer Minimum	Corporal Maximum
Sergeant Minimum	Sergeant Maximum
Captain Minimum	Captain Maximum
Major Minimum	Major Maximum

OMAHA POLICE RANKS

Recruit
 Officer

 Sergeant

 Lieutenant
 Captain

ST. PAUL POLICE RANKS

<u>Minimum</u>	<u>Maximum</u>
Trainee	Trainee
Officer Minimum with District Force	Officer Maximum with Premium and District Force
Sergeant Minimum with Premium	Sergeant Maximum with Premium
N/A	N/A
Commander Minimum with Premium	Senior Commander Maximum with Premium and Senior Premium

OMAHA POLICE RANKS

Recruit
 Officer
 Sergeant
 Lieutenant
 Captain

WICHITA POLICE RANKS

<u>Minimum</u>	<u>Maximum</u>
Recruit	Recruit
Officer Minimum	Officer Maximum
Sergeant Minimum	Sergeant Maximum
Lieutenant Minimum	Lieutenant Maximum
N/A – No Scale	N/A – No Scale

APPENDIX E

PENSIONABLE EARNINGS AND COTA PAY CATEGORIES

Earning ID Code	Earning	Pensionable Earnings for Employees Hired Before January 1, 2010	COTA categories for Employees Hired Before January 1, 2010	Pensionable Earnings for Employees Hired After January 1, 2010 (Regular Pay Only)
001	Regular Pay	Y	N	Y
005	Suspended With Pay	Y	N	Y
010	Sales Tax Bonus	Y	N	Y
017	Sick Leave Used	Y	N	Y
020	Annual Leave Used	Y	N	Y
032	Jury Duty	Y	N	Y
033	Election Duty	Y	N	Y
040	Limited Duty	Y	N	Y
042	IOD/WC	Y	N	Y
043	Injured On Duty	Y	N	Y
044	WC Sick Leave Used	Y	N	Y
045	Military Leave	Y	N	Y
046	Working Out Of Class	Y	N	Y
047	Funeral Leave	Y	N	Y
048	Union Business	Y	N	Y
211	Raise Adjustment	Y	N	Y
235	Shift Differential	Y	N	Y
320	Birthday	Y	N	Y
330	Longevity	Y	N	Y
351	Language	Y	N	Y
① 415	Court Time Straight	Y	Y	N
① 416	Court Time And Half	Y	Y	N
420	Holiday Straight	Y	N	Y
① 421	Holiday Time And A Half	Y	Y	N
① 423	Overtime 1 0	Y	Y	N
① 424	Overtime 1 5	Y	Y	N
① 425	Call In Straight	Y	Y	N
① 426	Call In Time And A Half	Y	Y	N
429	FLSA Pay Cur Yr	Y	N	Y
517	Family Sick Leave Used	Y	N	Y
② 520	Comp Used	Y	Y	Y
② 525	Special Time Off Used	Y	Y	Y
① 526	Special Time Off Accrued	N	Y	N
529	Special Time Off Overage	Y	N	Y
530	Special Time Off Payoff	Y	N	N
543	Police Assessment	Y	N	Y
544	SOS Pilot	Y	N	Y

Earning ID Code	Earning	Pensionable Earnings for Employees Hired Before January 1, 2010	COTA categories for Employees Hired Before January 1, 2010	Pensionable Earnings for Employees Hired After January 1, 2010 (Regular Pay Only)
545	Narcotics Dog Handler	Y	N	Y
546	Bomb Dog Handler	Y	N	Y
547	Clandestine Lab	Y	N	Y
548	Air Spotter	Y	N	Y
549	School Res Officer	Y	N	Y
550	Helicopter Pilot Pay	Y	N	Y
551	Mounted Patrol Pay	Y	N	Y
554	Training Pay	Y	N	Y
555	Canine Pay	Y	N	Y
556	Police ERU Pay	Y	N	Y
557	Police Motorcycle Pay	Y	N	Y
558	Police Bomb Pay	Y	N	Y
559	Field Training Pay	Y	N	Y
560	Police Specialty Pay	Y	N	Y
561	Card Spec Pay	Y	N	Y
562	Standby Pay	Y	N	N
601	College Incentive AA	Y	N	Y
602	College Incentive BA	Y	N	Y
603	College Incentive MA	Y	N	Y
❶	625 Comp Accrual	N	Y	N
❶	626 Comp Acc Call In 1.0	N	Y	N
❶	627 Comp Acc Call In 1.5	N	Y	N
❶	628 Comp Acc Court 1.0	N	Y	N
❶	629 Comp Acc Court 1.5	N	Y	N
	720 Comp Payoff	Y	N	N
	817 FMLA Pregnancy	Y	N	Y
❷	820 Prior Comp Used	Y	Y	Y
	840 Prior Year Comp Payoff	Y	N	N
	862 FMLA Exempt Sick	Y	N	Y
	863 FMLA Exempt Annual	Y	N	Y
❷	864 FMLA Comp Used	Y	Y	Y
	865 FMLA Sick Used	Y	N	Y
	866 FMLA Annual Used	Y	N	Y
	920 Holiday Not Worked	Y	N	Y

Notes: ❶ These earnings are considered as COTA for the purposes of the pension calculation. (These hours are added together.)

❷ These earnings are considered as comp time used for purposes of the COTA portion of the pension calculation. (These hours subtract from hours added above.)