

**ADDENDUM TO THE BARGAINING AGREEMENT
BETWEEN LANCASTER COUNTY AND
FRATERNAL ORDER OF POLICE, LODGE #32**

The addendum is made by and between Fraternal Order of Police, Lodge #32 (hereinafter FOP 23) and Lancaster County, Nebraska (hereinafter the "County"). FOP 32 and the County are collectively referred to herein as the "Parties."

WHEREAS, the Parties, through Labor Management Committee meetings, have negotiated the purchase of exercise equipment for employees at the Corrections Department to utilize, including the terms by which the exercise equipment will be purchased, owned, and maintained; and

WHEREAS, the parties wish to amend the 2016-2018 Bargaining Agreement between the County and FOP 32 (hereinafter the "Bargaining Agreement") to incorporate provisions regarding the exercise equipment.

NOW, THEREFORE in consideration of the mutual covenants contained in the 2016-2018 Bargaining Agreement under County Contract Number C-16-0654, and herein, FOP 32 and the County agree as follows:

1. Amend Article 22, by inserting the following language, "**Section 3.** The County shall provide exercise equipment for employees to utilize in accordance with the terms and conditions set forth in Appendix D, attached hereto and made a part of this Agreement."
2. All other terms of the Bargaining Agreement, not in conflict with this Addendum, shall remain in force and effect.

The Parties hereby agree to all the terms and conditions of this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of April, 2017.

FRATERNAL ORDER OF POLICE,
LODGE 32

WITNESSES

LANCASTER COUNTY, NEBRASKA

COUNTY COMMISSIONERS

Approved as to form this
_____ day of April, 2017.

For Lancaster County Attorney

APPENDIX D EXERCISE EQUIPMENT

Section 1. Purchase of Exercise Equipment. FOP 32 agrees to pay a one-time amount equal to the lesser of (a) half the price of the exercise equipment of YMCA of Lincoln, Nebraska (Cooper Location); or (b) \$2,000 towards the cost of such exercise equipment. The County agrees to make a one-time purchase of the remaining exercise equipment from the YMCA of Lincoln, Nebraska (Cooper Location). The County and FOP 32 will be invoiced by YMCA of Lincoln, Nebraska separately for their respective purchases.

Section 2. Ownership of Exercise Equipment. Upon the parties' purchase of the exercise equipment, FOP 32 shall transfer ownership of its share of the equipment to the County. Thereafter, the County shall be the sole owner all of the exercise equipment.

Section 3. Maintenance. The County shall assume responsibility for the ongoing maintenance of the exercise equipment.

Section 4. Ability to Discontinue or Modify. The Department Head shall have the authority to discontinue or modify the use of the exercise equipment, for good cause, including but not limited to increased maintenance expenses or injuries associated with the use of the exercise equipment. The Department Head will provide notice to FOP 32 if he/she discontinues or modifies the use of the exercise equipment, and the reasons therefor.