

MEMORANDUM OF UNDERSTANDING

Fraternal Order of Police, Lodge #32 ("FOP #32") and the County of Lancaster, Nebraska ("County"), (collectively "the Parties") mutually agree to participate in a Pilot Program governing the granting and denial of vacation leave, compensatory time, and holiday leave, the terms of which are attached hereto as Exhibit A. Wherefore, the Parties agree that:

1. While the leave policy attached hereto as Exhibit A is in effect, the denial of vacation, compensatory time, or holiday leave may be grieved and appealed pursuant to the grievance and appeal procedures contained in the Parties' collective bargaining agreement. To the extent a collective bargaining agreement is not in effect at the time of a grievance concerning this Agreement or Exhibit A attached hereto, then the Parties agree that the Lancaster County Personnel Rules' grievance and appeal procedures shall apply to the grievance. The parties agree that the Lancaster County Personnel Policy Board's decisions regarding and such grievance(s) may be appealed to a court of competent jurisdiction.

2. While the leave policy attached hereto as Exhibit A is in effect, the Parties agree that the provision of Article 12, Section 4, of the Parties' collective bargaining agreement, which states that "vacation leave shall not be unreasonably denied" shall be suspended.

1. In the event of an emergency, the granting of leave (vacation, holiday, compensatory time) as provided in Exhibit A may be suspended. An emergency is defined as: Unforeseen circumstances or the resulting state that requires immediate action. An emergency may include, but is not limited to a significant disruption or threat of disruption of normal facility procedure, policies, or activities caused by riot, fire, earthquake, attack, escape, demonstration, *force majeure*, or other similar disturbances.
2. The leave policy attached hereto as Exhibit A shall be in effect for a period of six (6) months following the date upon which this Memorandum of Understanding has been signed by all parties ("Effective Date").

3. The leave policy attached hereto as Exhibit A shall automatically expire six (6) months from the Effective Date unless FOP #32 and the County mutually agree in writing that the terms of Exhibit A (or any such modified or additional terms to which the parties may then mutually agree) shall remain in effect.

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

FRATERNAL ORDER OF POLICE,
LODGE #32

WITNESSES

LANCASTER COUNTY, NEBRASKA

COUNTY COMMISSIONERS

COUNTY CLERK

APPROVED AS TO FORM THIS _____
DAY OF _____, 2017

LANCASTER COUNTY ATTORNEY

EXHIBIT A
SCHEDULING OF LEAVE
(Six Month Pilot Program)

I. Leave Requests – Shift Officers

A. When a leave request (vacation, holiday, compensatory time) is received by the Department, approval or denial will be determined as follows:

1. A maximum of 16% of the total number of Officers required to run a shift (minimum staffing) will be allowed off on any given day.
 - a. 16% will be rounded up or down to the nearest whole number.
 - b. After 30 calendar days, Officers on leave of absence, FMLA, worker's compensation/injury leave, sick leave, military leave, or unpaid leave of absence will not count towards the 16% when calculating the number of leave requests granted.
 - c. No leave request will be granted which would result in more than 16% of the minimum staffing required on a shift being off on any given day, except as approved by the Department Head or his/her designee in his/her sole discretion.
 - d. The annual training schedule will be posted each October 1st, detailing major training events (i.e. Officer Academies, In-Service Training, etc.) for the following year.
 - i. Officers wishing to take 3 or more days of leave, during a posted training event that requires staff from their shift to attend, will need to submit their request 45 or more calendar days in advance of the leave period requested.
 - ii. The Training Supervisor will adjust the number of students and/or the training date(s) in an attempt to accommodate the leave request(s) of Officers following the 3 or more days of leave/45 or more calendar days in advance requirement.
 - iii. Leave request of less than 3 days, or those submitted less than 45 calendar days in advance, will be denied if the requesting Officer's shift will have more than 16% of the minimum staffing required being off, except as approved by the Department Head or his/her designee in his/her sole discretion.

2. Leave requests submitted less than 7 calendar days in advance of the start of the leave period requested that will place the shift at or below the minimum staffing level shall not be approved.
 3. In cases involving an employee's leave request for an emergency situation, which would normally be denied due to Sections "A.1" or "A.2." above, the employee must detail the nature of the emergency. In such incidents, approval or denial of leave will be subject to the sole discretion of the Department Head's or his/her designee's sole discretion.
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B. Leave requests for bereavement/funeral leave, jury duty, military leave, worker's compensation/injury leave, FMLA or sick leave are not contingent on current staffing levels.

II. Notification of Leave Request Approval or Denial

A. The Officer will be notified by email if the leave request has been approved or denied.

1. Notification of approval or denial will be made within 96 hours of when the leave request is submitted.
2. In cases where notification is not made within 96 hours of submission, the leave request will be automatically approved.

B. Notwithstanding any other provision contained herein, once leave is approved, it will be guaranteed except in the case of an emergency. An emergency is defined as: Unforeseen circumstances or the resulting state that requires immediate action. An emergency may include, but is not limited to a significant disruption or threat of disruption of normal facility procedure, policies, or activities caused by riot, fire, earthquake, attack, escape, demonstration, *force majeure*, other similar disturbances.