

## MEMORANDUM OF UNDERSTANDING

Fraternal Order of Police, Lodge #32 ("FOP #32") and the County of Lancaster, Nebraska ("County"), (collectively "the Parties") mutually agree to a policy 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 from February 1, 2018, through August 31, 2018. The leave policy shall automatically expire effective September 1, 2018, absent mutual agreement of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
\_\_ day of \_\_\_\_\_, 2018.

FRATERNAL ORDER OF POLICE,  
LODGE #32

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LANCASTER COUNTY, NEBRASKA

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COUNTY COMMISSIONERS

APPROVED AS TO FORM THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2018.

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

**EXHIBIT A**  
**SCHEDULING OF LEAVE**  
**(Six Month Pilot Program)**

**I. Leave Requests – Shift Officers**

- A. Officers may submit leave requests as follows:
1. After each shift bid is completed a new schedule is posted. Beginning 72 hours after the posting of that schedule, Officers may submit leave requests that will occur during the new bid period covered by the posted schedule.
  2. Leave requests for 3 or more days, received 45 days or more in advance of the leave period requested, may be submitted at any time. However, no leave requests will be considered if the leave period requested occurs more than 12 months from the date of submission.
- B. 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 permanent officer posts 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. Temporary increases in the number of officer posts (i.e. hospital security post(s), enhanced staffing for booking due to an impending warrant sweep, etc.) will not be included when calculating 16 % of minimum staffing.
    - d. 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.
    - e. The annual training schedule will be posted each October 1<sup>st</sup>, 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.
- 2. 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**

- 1. 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.

2. 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.