

**MEMORANDUM OF UNDERSTANDING BETWEEN SARPY COUNTY AND THE
FRATERNAL ORDER OF POLICE, LODGE NO. 3, COMMUNICATIONS
DEPARTMENT TO AMEND ARTICLE 19, SECTIONS 3 AND 4 OF THE 2018-2022
COLLECTIVE BARGAINING AGREEMENT**

This is a Memorandum of Understanding (“MOU”) between Sarpy County (“County”) and the Fraternal Order of Police, Lodge No. 3, Communications Department (“FOP Communications”). When referred to collectively, the County and the FOP Communications shall be referred to as the “parties.”

RECITALS

WHEREAS, the County and the FOP Communications entered into a collective bargaining agreement (“2018-2022 CBA”) on September 11, 2018 via Resolution 2018-287; and,

WHEREAS, the FOP Communications desires to allow employees to be able to choose how they would prefer to be compensated for a missed lunch hour during times of austere manning or duty restrictions; and,

WHEREAS, the County desires to change the hours of work for crossover shifts (“E” and “F”) to the hours of 1200 to 2400, due to legitimate business needs; and,

WHEREAS, the FOP Communications and the County wish to enter into a MOU setting forth the intent of the parties to amend Article 19 Sections 3 and 4, to reflect the aforementioned desired changes, which is in the best interest of the citizens of Sarpy County.

UNDERSTANDING OF THE PARTIES

The parties understand and mutually agree to amend Article 19, Sections 3 and 4 of the 2018-2022 CBA as follows:

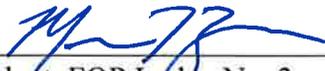
SECTION 3. An employee shall be allowed a sixty (60) minute lunch period during an eight (8) hour shift. During a twelve (12) hour shift, an employee shall be allowed a sixty (60) minute lunch period, along with one fifteen (15) minute break in the first half of the shift and one fifteen (15) minute break in the latter half of the shift. When austere manning or duty restrictions prevent an employee from being granted a sixty (60) minute lunch period, the employee may opt for the sixty (60) minutes or any portion thereof to be applied to compensatory time off, or paid out as straight time. The Department Head shall retain the right to impose restrictions and limitations in those periods when an employee’s absence for a lunch period would jeopardize or otherwise detract from the efficient operation of the Department.

SECTION 4. The County and the FOP recognize that there are currently four shifts in place: two (2) day shifts – 0600 to 1800 (“A” and “B” shifts) and two (2) night

shifts – 1800 – 0600 (“C” and “D” shifts). Both parties agree that two (2) additional crossover shifts – 1200 – 2400 (“E” and “F”) shall be created and remain in place at the discretion of the Department Head.

At the sole discretion of the Department Head, each shift designated may be varied not to exceed two (2) hours, provided the employees affected are given a minimum of twenty-four (24) hours’ notice prior to the change of hours for the shift. No employee shall be allowed to work more than 16 hours at one time and a minimum of at least eight (8) hours off must be taken before returning to work.

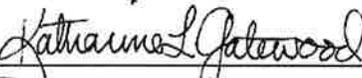
Upon full execution of this MOU, the parties agree that the above amended conditions shall govern the parties. It is the agreement of the parties that a formal modification of the 2018-2022 CBA, to enumerate these amendments, shall be made at the culmination of the next contract negotiation process. All other provisions of the 2018-2022 CBA not in conflict with this MOU shall remain in full force and effect.

By: 
President, FOP Lodge No. 3

Date: 07/30/19

By: 
Chairman, Sarpy County Board of Commissioners

Date: July 16, 2019

Approved as to form: 
Deputy County Attorney