

**BOARD OF COUNTY COMMISSIONERS
DOUGLAS COUNTY, NEBRASKA**

RESOLVED

WHEREAS, Douglas County has a labor contract with the Fraternal Order of Police, Lodge #8 ('F.O.P. 8', 'union'), representing covered employees within the Douglas County Department of Corrections; and,

WHEREAS, the County and the F.O.P. 8 have agreed upon the attached 'Memorandum of Understanding' that pertains to ordered overtime as covered by Art. 10, Sec. 5(a) and (d), of the current collective bargaining agreement.

NOW THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS, DOUGLAS COUNTY, NEBRASKA, that the attached Memorandum of Understanding with the F.O.P. 8, is hereby ratified and adopted, and the Chair of this Board is authorized to execute said agreement on behalf of Douglas County.

DATED this 20th day of November, 2018.

Motion by Duda, second by Kraft to approve. I move the adoption of the resolution.

Adopted: November 20, 2018
Yeas: Cavanaugh, Duda, Kraft, Morgan, Rodgers
Absent: Borgeson, Boyle

(CERTIFIED COPY)



Daniel A. Esch
Douglas County Clerk

Resolution No: 859
ADOPTED: November 20, 2018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 9th day of November, 2018, by and between Douglas County, Nebraska and the Fraternal Order of Police, Lodge #8.

Under the terms and conditions of this MOU, both of the above listed parties agree to modify the terms in Article 10, Section 5 (a) and (d), of the Contract between the County and F.O.P. 8.

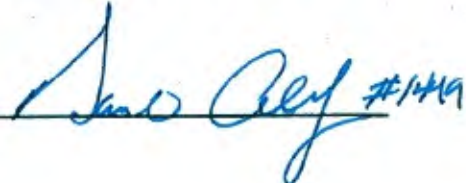
Both parties agree to combine the order lists for Corrections Officer I and Corrections Officer II into a single list. All Corrections Officer I's and Corrections Officer II's will then be placed in order of ordered overtime date, from oldest date to most recent date. Regardless of which classification (Correctional Officer I or Correctional Officer II) causes the vacancy on the schedule, the next officer on the list will be ordered. All other provisions of the CBA will remain unchanged and are not affected by this Memorandum which the parties will attach as an addendum to the existing collective bargaining agreement.

This Memorandum will expire upon the execution of a new County and F.O.P. 8 collective bargaining agreement or upon 30-days' notice by either side to rescind this MOU.

Director of Corrections

By: 

Fraternal Order of Police, Lodge #8

By: 

Douglas County, Nebraska

By: 
County Board Chair

APPROVED AS TO FORM:


Deputy County Attorney

ARTICLE 10 - OVERTIME AND CALL IN PAY

Section 1. Overtime will be paid to employees in the bargaining unit at a rate of one and one-half (1 ½) times the normal regular rate for the employee for all hours worked in excess of Eighty (80) in a fourteen day work period.

Section 2. Where an employee is called to duty during his/her off duty time and such time does not merge with his/her regularly scheduled duty shift, such employee will be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) times or the actual number of hours worked at the rate of one and one half (1 ½) times, whichever is greater.

Section 2A. The following will be constituted as hours worked: Holidays, jury duty, funeral leave, compensatory time and one (1) or more vacation days in a fourteen (14) day pay period. The following will not be constituted as hours worked: Sick leave and overtime will not be paid until the completion of eighty (80) hours worked in a fourteen (14) day pay period.

Section 3.

- (a) Staff at the Correctional Center and Community Corrections who are interested in working overtime will sign up for overtime in the Computer Generated Staffing Program, which shall be maintained by the Administrative Sergeant.
- (b) When awarding overtime within classification preference will be given based on classification seniority. When awarding overtime outside of classification, preference will be given based on bargaining unit seniority.
- (c) Employees will be allowed to work one classification step up or one classification step down. However, Sergeants will not be allowed to work for Lieutenants. There must be a Lieutenant working at all times.
- (d) The employee can designate a preference of location to work and management will try to accommodate that request. Management retains the right to schedule personnel according to the needs of the department.
- (e) Employees who cannot work awarded overtime must contact the Administrative Sergeant at least two hours prior to the start of the shift in which the overtime occurs. Only the Administrative Sergeant can reissue overtime that employee's cannot work. Employees may not give or trade awarded overtime to other employees. Employees who cancel their voluntary overtime will not be eligible to work all or part of another employee's overtime on the day the employee cancelled their overtime.

Section 4. Weekly Voluntary Overtime.

- (a) Employees who sign up on the volunteer overtime sheet will have priority for that overtime needed for the shift required.
- (b) Management will post an overtime signup sheet nine (9) days prior to the required overtime. The overtime signup sheet will remain posted for seven (7) days. The Administrative Sergeant will award overtime at least 48-hours prior to the start of the shift. A record of awarded overtime shall be maintained in the Computer Generated Staffing Program. The employee awarded overtime may split the offered overtime (the

employee must work 2 hours minimum). If the awarded employee chooses to split the shift, the Computer Generated Staffing Program will determine the next senior employee that will split the 8-hour overtime. Employees who opt to split their overtime must notify the Administrative Sergeant at least 48 hours in advance of the overtime shift. Failure to notify the Administrative Sergeant of the desire to split the shift will require the employee to work the full 8-hour overtime if it is still needed.

- (c) Management will post a list of those who were awarded overtime. It is the employee's responsibility to check to see if they have been awarded overtime. Employees who fail to report for an awarded overtime may face disciplinary action.
- (d) When overtime becomes available eight (8) hours prior to the start of a shift the employees from the preceding shift who have signed up for overtime in the Computer Generated Staffing Program will have priority.
- (e) Correctional officer classifications may volunteer to work up to thirty two (32) hours of overtime in a workweek (Sunday-Saturday). Correctional Officer classifications will not work more than two (2) consecutive overtime workdays. An overtime workday is defined as a combination of regular hours and/or overtime hours in excess of 12-hours within a 24-hour period. This includes one workweek to the next.
- (f) No employee shall work more than 16 hours in any 24 hour period.

Section 5. Ordered Overtime.

- (a) If staff requirements are not met by volunteers, and if overtime is required for the succeeding shift, ordered overtimes will be done from the least senior employee to the most senior employee, from the available employees within classification working the preceding shift.
- (b) All bargaining unit classifications may only be ordered to work three (3) ordered overtimes in one workweek. Bargaining unit classifications shall not be ordered to work more than two (2) consecutive sixteen (16) hour work days. This includes one workweek to the next.
- (c) After an employee has been ordered to work overtime, his/her name will be placed at the bottom of the ordered overtime list maintained in the Computer General Staffing Program within his/her assigned shift until all others have been ordered to work. This same process will be followed until all employees have met the three (3) ordered overtimes worked within the employee's scheduled work week.
- (d) Where an employee has been ordered to work overtime once, he/she will not be ordered to work a 2nd overtime until all other employees on duty within their assigned shift and by classification and inverse seniority have been ordered to work once.
- (e) If an employee is working overtime on a shift that is not their assigned shift, that employee will not be considered available to be ordered for overtime.
- (f) Employees cannot be ordered to work overtime on their final shift in a five day work cycle. Lieutenants (COIV) can be ordered on their final shift when there is no other lieutenant available.

- (g) Failure to respond to an ordered overtime will be considered an insubordinate act.

Section 6. Compensatory Time.

- (a) Employees may opt to take compensatory time in lieu of overtime pay. Compensatory time will be computed in the same manner as overtime hours. Compensatory time will be available for employee use 48 hours after it is worked.
- (b) Employees will choose at the time they sign up for overtime in the Computer Generated Staffing Program whether they want to be paid for their overtime or accrue compensatory time. Once the overtime has been awarded employees may only change their election (pay or compensatory time) by contacting the Administrative Sergeant. Once the overtime has been worked, no change in election is allowed.
- (c) Employees who work a holiday may opt to take compensatory time in lieu of money; however, the employee is required to make this election to the Administrative Sergeant prior to the start of their shift. Once the holiday shift has been worked, no change in election is allowed. Compensatory leave will be computed the same as holiday pay.
- (d) Accumulated compensatory leave time will not exceed 240 hours at any given time. Once 240 hours of compensatory leave time has been accrued, employees will be paid for any additional overtime hours worked at the normal overtime rate of pay, as specified in this contract.
- (e) Compensatory leave will be granted the same as vacation leave on a first come, first served basis without regard to classification or seniority unless there is more than one applicant for the same compensatory leave dates. In this case, departmental seniority will take precedence.
- (f) Upon termination, resignation or retirement, the employee will be paid for all accrued compensatory leave time, at the regular rate, as specified in this contract.
- (g) Compensatory leave will not be deducted from the employee until it has been used. The employer will not hold compensatory leave after the employee submits a slip for said leave.
- (h) Subject to the approval of the Director, employees may elect to voluntarily cash in all or any portion of their accumulated compensatory time, STO accrual, and Holiday leave accrual, except during the months of May and June.

Section 7. Employees working overtime will be entitled to a one half-hour (1/2) paid break within the hours listed below:

- "A" shift-between 6 am and 10 am;
- "B" shift between the hours of 2 pm and 6 pm;
- "C" shift between the hours of 10 pm and 2 am.

Lieutenants will also be allowed to take a one-half (1/2) hour break as long as they remain in radio contact with the facility.