

# **City of Scottsbluff, Nebraska**

**Monday, July 18, 2016**

**Regular Meeting**

## **Item Reports2**

**Council to consider the contract for the Police Officers Association Union and authorize the Mayor to execute the contract.**

**Staff Contact: Nathan Johnson, City Manager**

## Agenda Statement

Item No.

For Meeting of:

**AGENDA TITLE:** Council to consider approval of the contract with the Scottsbluff Police Officer's Association, and authorize the Mayor to execute the contract.

**SUBMITTED BY DEPARTMENT/ORGANIZATION:** Administration

**PRESENTATION BY:** City Manager/Nathan Johnson

**SUMMARY EXPLANATION:** 2016-2019 Contract between City of Scottsbluff, Nebraska and Scottsbluff Police Officer's Association Inc. (contract attached)

**BOARD/COMMISSION RECOMMENDATION:**

**STAFF RECOMMENDATION:**

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Resolution X	Ordinance <input type="checkbox"/>	<b>EXHIBITS</b> Contract <input type="checkbox"/>	Minutes <input type="checkbox"/>	Plan/Map <input type="checkbox"/>
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Other (specify) \_\_\_\_\_

**NOTIFICATION LIST:** Yes ☐ No ☐ Further Instructions ☐

**APPROVAL FOR SUBMITTAL:** \_\_\_\_\_  
City Manager

Rev 3/1/99CClerk

# **C O N T R A C T**

**between**

**CITY OF SCOTTSBLUFF, NEBRASKA**

**and**

**SCOTTSBLUFF POLICE OFFICER'S ASSOCIATION  
INC.**

Effective

October 1, 2016- September 30, 2019

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## **PREAMBLE**

**WHEREAS**, the City has voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interests of the City and its citizens;

**WHEREAS**, it is the intention of this contract to provide, where not otherwise mandated by statute, ordinance, or resolution for the salary structure, fringe benefits, and employment conditions of the employees covered by this contract to prevent interruptions of work and interference with the efficient operation of the City and to provide an orderly and prompt method of handling and processing grievances;

**NOW THEREFORE**, the parties agree with each other as follows:

## **ARTICLE I DEFINITIONS**

For the purpose of this Contract, the following words, terms and phrases shall be construed in accordance with the definitions assigned to them unless the context in which the same shall be used would otherwise necessarily require a different definition.

1. Department shall mean the Police Department of the City of Scottsbluff.
2. Employee shall mean any Police Officer of the City which is included in the recognized bargaining unit;
3. Civil Service Commission shall mean the duly appointed Civil Service Commission of the City;
4. City Manager shall mean the duly appointed City Manager of the City;
5. Personnel Rules and Regulations shall mean all provisions of the Ordinances of the City regulating personnel and working conditions, the Personnel Manual and the Administrative Regulations of the City, the Rules and Regulations of the Civil Service Commission and any rules, regulations, instructions of the Police Department;
6. City shall mean the City of Scottsbluff, Nebraska;
7. Union shall mean Scottsbluff Police Officers' Association, Inc.

## **ARTICLE II UNION RECOGNITION**

The City recognizes the Union as the sole and exclusive bargaining representative for all police officers holding positions or classifications subordinate to the Police Chief and immediate assistant(s) holding authority subordinate only to the Chief.

### **ARTICLE III NON-DISCRIMINATION**

- SECTION 1** The parties hereby agree not to discriminate against any employees on the basis of race, color creed, sex, religious or political affiliations, national origin, age, marital status, or Union or non-union membership.
- SECTION 2** The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Union membership.
- SECTION 3** The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion. The City recognizes the Union right to reimbursement from nonunion bargaining unit employees for the reasonable cost of representation in each individual case.
- SECTION 4** The Union shall share equally with the City the responsibility for applying this Article to the Contract.

### **ARTICLE IV MANAGEMENT RIGHTS**

Nothing in this Contract shall be construed to restrict, limit or impair the rights, powers, and authority of the City under the laws of the State of Nebraska and ordinances of the City.

The City shall not be deemed to have agreed to any restrictions upon the manner of exercising such powers and duties other than those clearly specified in this Contract.

The reserved rights, powers, and authority of the City include, but are not limited to the following:

1. The rights to determine, effectuate, and implement the objectives and goals of the City;
2. The rights to manage and supervise all operations and functions of the City;
3. The right to establish, allocate, schedule, assign, modify, change and discontinue City operations, work shifts, and working hours, including overtime hours;
4. The right to establish, modify, change, and discontinue work standards;



5. The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or reduction of funds;
6. The right to increase, reduce, change, modify, and alter the composition and size of the work force;
7. The right to determine, establish, change, modify, and implement policies for the selection, training, and promotion of employees;
8. The rights to create, establish, change, modify, and discontinue any City function, operation and department.
9. The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods or services, public relations, and procedures and policies for the safety, health, and protection of City property and personnel;
10. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Contract;
11. The right to determine and enforce employee's quality and quantity standards;
12. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this Contract.
13. The right to establish reasonable work rules.
14. If it is determined that there is a conflict between the Personnel Rules and Regulations or Administrative Regulations and the provisions of this Contract, the Contract will govern until changes incorporated in the Personnel Rules and Regulations are specifically addressed in the Contract.

## **ARTICLE V CHECK-OFF**

- SECTION 1** The City shall deduct regular Union dues from the pay of each employee covered by this contract, proved that at the time of such deduction there is in possession of the City a current unrevoked written assignment, executed by the employee, in the form and according to the terms of the authorization form, attached hereto, marked Appendix "A", and made a part hereof. Such authorization may be revoked by the employee at any time by giving written notice thereof to the City.
- SECTION 2** Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated following lay-off, leave of absence, or suspension not exceeding sixty (60) days. Previous authorizations of other employees rehired or reinstated shall not be considered to be effective.
- SECTION 3** Such authorization deductions shall be made from each bi-weekly pay period and will within ten (10) days be remitted to the duly designated Union official. The Union official unless otherwise agreed shall be the treasurer.
- SECTION 4** Such deductions shall be limited to 1/24<sup>th</sup> of the annual Union dues, and shall not include dues for prior pay periods or any portion thereof.
- SECTION 5** If the city receives an employee revocation of authorization on or before the eighth day of the payroll period, no deductions will be made from that payroll period or subsequent payroll periods. If such revocation is received after the eighth day of the first payroll period, a deduction will be made from such payroll but shall not be made from subsequent payroll periods.
- SECTION 6** At the time of execution of this Contract, the Union shall advise the City in writing of the exact amount of regular annual Union dues, which shall be divided into 24 equal payments. If, subsequently, the Union requests the City to deduct additional annual Union dues, such request shall be effective only upon written assurance by the Union to the City that amounts are regular Union dues duly approved in accordance with the Union's ByLaws.
- SECTION 7** The City agrees to provide this service without charge to the Union.
- SECTION 8** The City Shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the next pay period in which Union dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of the Article.

## **ARTICLE VI GRIEVANCE PROCEDURE**

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of this Contract refers to the question of the interpretation, application, and meaning of the terms of the labor agreement between the City and the Union.

Employees shall raise and thoroughly discuss any matters on disagreement with their immediate supervisor in order to informally resolve as many matters as possible.

In reducing a grievance to writing, the following information must be stated with reasonable clearness:

1. The exact nature of the grievance;
2. The act or acts of commission or omission;
3. The time and place of the act of commission or omission;
4. The identity of the party or parties who claim to be aggrieved;
5. The provisions of the contract that are alleged to have been violated;
6. The remedy which is sought.

In the event that a satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in the submission of a grievance:

- Step 1 Any employee who believes that he/she has a justifiable request or grievance shall discuss the request or complaint within five (5) calendar days with the Police Chief, with or without the Union representative being present, as the employee may elect, in an attempt to settle same. However, if a grievance or request has not been satisfactorily resolved in step one, it must be presented in writing and processed in step two, if the Union representative determines that it constitutes a meritorious grievance. A grievance to be considered beyond step one must be filed in writing with the Police Chief.
- Step 2 If the grievance is not settled to the satisfaction of the employee, he/she and/or the designated representative shall present it to the Police Chief in writing within seven (7) calendar days of the receipt of the decision of the Police Chief in step one. The Police Chief shall consider the grievance and notify the employee in writing within seven (7) calendar days of the receipt of the grievance.
- Step 3 If the grievance is not settled to the satisfaction of the employee, he/she and/or the designated representative shall present it in writing to the City Manager or designated representative within five (5) calendar days after the decision of the Police Chief. The City Manager shall notify the employee of the decision made and of any action taken within ten (10) calendar days of the receipt of the grievance.

Step 4 If the grievance is not settled by the City Manger to the satisfaction of the employee, the employee may seek redress from the Civil Service Commission or the courts as provided by law.

General All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance. An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance. None of the above precludes the possibility of meetings at any step of the grievance procedure among the parties involved to discuss the issues and to attempt to settle them at that step.

Nothing in the foregoing provisions shall be construed to apply to the extent, if any, that such provisions may become in conflict with a duly enacted statute of the state or a decision of the court of competent jurisdiction.

## **ARTICLE VII DISCIPLINARY ACTION**

**SECTION 1 Disciplinary Action Cause:** Good cause for disciplinary action against any employee shall include any cause so specified in the Personnel Rules and Regulations of the City.

**SECTION 2 Disciplinary Action:** It is agreed by the parties that all the applicable provisions of the Personnel Rules and Regulations of the City are hereby made part of this contract and by this reference made part hereof.

**SECTION 3 Disciplinary Action Reprimand:** The Police Chief or designated representative may reprimand any employee for cause. Such reprimand may be oral or written.

**SECTION 4 Written Reprimand:** If such reprimand is in writing, it shall be addressed and presented to the employee who will initial a copy which shall then be included in the employee's personnel file. The employee may submit an explanation or rebuttal.

**SECTION 5 Removal of Letter:** Any letter of reprimand issued to an employee may be removed from the employee's personnel file and presented to the employee two (2) years after the inclusion of such letter in the file, provided the employee has not received any additional letter or letters of reprimand during the two-year period of time. The employee shall request in writing that letters may be removed and if the request is approved by the Police Chief, action will be initiated which will remove the letter(s) from the personnel record. If the request is not approved, the Police Chief shall state the reasons why in writing.

**SECTION 6 Response to Questions:** Employees submitting written questions on policy matters will receive responses or acknowledgments of such inquiries within a reasonable time. If the response cannot be provided within ten (10) working days of the receipt of the inquiry, the acknowledgment will indicate the probable date for a complete response to the inquiry.

**ARTICLE VIII**  
**BULLETIN BOARDS AND BALLOT BOXES**

- SECTION 1** The City shall permit the Union to provide one bulletin board at a location designated by the Police Chief, for the posting of Union meetings and elections, reports of Union committees, and other notices or announcements that would be of benefit or interest to each employee. City computers and equipment (e-mail, telephone, etc.) may be used to notify members of meeting dates and times. No other Union activity shall be allowed on City equipment. All posted notices shall be on Union stationery and signed by an officer of the Union.
- SECTION 2** Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or any of its employees. Any Union authorized violation of this Article shall entitle the City to cancel immediately the provisions of the Article and prohibit the Union further use of the bulletin board.
- SECTION 3** The bulletin board shall be for the exclusive use of the Union.
- SECTION 4** The City will permit the Union to use one ballot box provided by the Union, at an assembly area designated by the Police Chief, for use in Union elections. No employee shall participate in any Union elections, in any manner, during his/her tour of duty.
- SECTION 5** The City will permit the distribution, in each employee's designated message box, of reports of Union committees and other notices or announcements of benefit or interest to the employees.

## **ARTICLE IX EMPLOYEE RIGHTS**

**SECTION 1** The security of the City of Scottsbluff, its citizens, plus the integrity and reputation of the Department, depends to a great extent, on the manner in which personnel of the Department perform their varied and difficult duties. The performance of such duties involves each employee in all manner of contacts and relationships with the public.

- A.** Out of such contacts and relationships may arise questions concerning the actions of each employee of the Department. Such questions require prompt investigation by superior officers. The officer shall be timely notified by appropriate Police Department personnel of the complaint, unless to do so might jeopardize the investigation of a complaint, and that determination shall be made by the Police Chief
- B.** To ensure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each employee of the Department, the following rules are hereby established.

**SECTION 2** The interview of any employee shall be conducted at a reasonable hour after said employee has been given reasonable notice as to the incident involved and the time the interview is to be conducted. Said interview shall be conducted when the employee is on duty or between 8:00 a.m. and 5:00 p.m., unless the urgency of the investigation dictates otherwise. If such interview occurs during off-duty time of the employee being interviewed, the employee shall be compensated for off-duty time in accordance with the overtime procedures of this contract.

- A.** The interview shall take place at a location designated by the investigating officer, preferably at the Department.
- B.** Each employee interviewed shall be informed of the name and rank of all persons present. Should an employee be directed to leave his/her post during the investigation, the shift commander shall be notified immediately.
- C.** No complaint against an employee, alleging brutality in the execution of his/her duties, shall be investigated unless the complaint is in written form.
- D.** Each employee being interviewed shall be informed verbally of the nature of the investigation, name and address of all complaining parties, before the interview commences. The employee shall be informed of his/her right to make notes.
- E.** The interview session shall be for a reasonable period of time, depending upon the seriousness of the investigation. Unless agreement is reached to

continue a period of two hours shall be the maximum time allowed for any one session of the interview.

- F. Reasonable rest periods shall be allowed within the two (2) hour period. Time shall be provided for personal necessities, meals, telephone calls, etc., as are reasonably necessary.
- G. Each employee being interviewed shall not be subject to any offensive or abusive language, nor threatened with dismissal or other disciplinary action. Nothing herein is to be construed as to prohibit the interviewing officer from informing the employee that his/her conduct can be the subject of disciplinary action should he/she refuse to obey a lawful order of the ranking officer. No promise or reward shall be made as an inducement to answering any question. Each employee being interviewed shall be asked questions by and through no more than two investigators. The employee shall not be required by the Department to submit to interviews by the press or news media without his/her expressed consent, nor shall his/her home address, phone number or photograph be given to the press or news media without his/her consent.
- H. **Under Arrest:** When the employee being interviewed is under arrest, or is likely to be placed under arrest as a result of the interview, he/she shall be informed of Miranda Rights prior to the commencement of the interview.

At the request of the employee under arrest or the employee who has been advised he or she is likely to be placed under arrest, and prior to any interview, the employee shall have the right to be represented by counsel of his/her choice who may be present at all times during such interview. The attorney shall not participate in the interview except to counsel the employee. The employee may request a postponement of the initial interview to contact any attorney of his/her, choosing. The interview may not be postponed more than 24 hours, with allowances being made for weekends and holidays.

- I. **Violation of Department/City Rules:** When an employee being interviewed in a non-criminal matter for violation of departmental rules, regulations, or orders, the employee will not be advised of Miranda Rights, but will be allowed the presence of legal counsel during the interview. The interview may be postponed for not more than 24 hours (together with an immediately following weekend or holiday) for the employee to obtain the services of legal counsel, if desired. The attorney shall not participate in the interview except to counsel the employee. The employee shall answer truthfully all questions concerning the investigation posed by the interviewing officer. When the employee refuses to answer such questions, he/she will be informed that refusal to answer can become the subject for disciplinary action.
- J. **Non-criminal vs. Criminal conduct:** When the employee is being interviewed in a non-criminal matter and there is likelihood that the

interview may reveal criminal conduct on the part of the employee, the employee shall be advised of constitutional rights prior to the commencement of any interview. The employee shall be advised that if he/she does not waive these rights, the results of the interview cannot and will not be used against him/her in a criminal court of law. However, the employee will be required to answer all questions to assist in the administrative process. When the employee is interviewed and does waive rights, he/she shall be informed that the results of the interview can be used by the department in both an administrative and criminal action, if the accusations are proven.

- K. **Tape recording:** No tape recording will be made of the interview without prior advisement. There will be no "off-the-record" questions during a recorded interview.

**SECTION 3 Polygraph Non-criminal:** No employee of this Department shall be compelled to submit to a polygraph examination on a complaint without corroborating evidence in a Non-criminal matter, unless the complaining party is requested and submits to a polygraph examination beforehand. Should the complainant refuse or fail the examination, the employee would not be required to take such a test. If the complaining party passes the examination showing the truth in the complaint, or if there is sufficient corroborating evidence, the Police Chief may order the employee to submit to the examination. Failure to comply can become the basis for termination for insubordination.

- A. **Polygraph (Criminal):** In criminal matters under investigation, each employee shall be advised of his/her right to accept or reject the polygraph examination. Should the employee elect to refuse the polygraph, he/she may be ordered to take the examination by the Police Chief as an aid in the administrative investigation. Failure to submit may be the cause for disciplinary action. Each employee will be informed that the refusal to submit to the examination cannot and will not be used against him/her in a criminal court of law. Should the employee waive his/her rights and elect to take the polygraph examination, any information derived from the examination may be used by the department in both administrative and criminal actions.
- B. In Criminal matters when an employee refuses to submit to a polygraph examination after being ordered to do so by the Police Chief, disciplinary action may be suspended, unless the employee is under arrest, until the final court disposition of the matter, or he/she may be terminated for insubordination. The disposition of the disciplinary action against the employee, if any, shall rest with the City manager upon recommendation of Police Chief.
- C. Each employee may, at any time, request a polygraph examination.



- SECTION 4** Each employee shall read and be allowed to sign and date any document having reference to the results and/or disposition of an investigation, prior to its being placed in the employee's personnel file.
- SECTION 5** Each disciplined employee has the right of appeal available to employees as outlined in the Contract.
- SECTION 6** Nothing contained herein shall preclude or prohibit any employee from pursuing civil litigation for false and/or malicious complaints.
- SECTION 7** In the event that any section, sub-section, or other portion of this Article should be found unconstitutional, illegal, or otherwise invalid, the remainder of the Article shall continue in full force and effect.

## **ARTICLE X REDUCTIONS IN FORCE**

The Civil Service Commission will make recommendations concerning possible changes in the reduction in force policy to the City Manager. The City Manager will consider such recommendations, but shall not be bound by them in establishing changes. Prior to the adoption of the changes the City Manager and the City Council will, after giving reasonable notice to every police officer, conduct a public hearing. The City Manager will, in adopting any changes, consider factors including but not limited to the following primary factors.

- A. Seniority;
- B. The multiple job skills recently or currently being performed by the employee;
- C. The knowledge, skills, and abilities of the employee;
- D. The performance appraisal of the employee including any recent or pending disciplinary actions involving the employee;
- E. The employment policies and staffing needs of the department together with contracts, ordinances, and statutes related thereto;
- F. Required federal, state, or local certifications or licenses.

## **ARTICLE XI COMMITTEES**

### **LABOR-MANAGEMENT COMMITTEE**

Representatives of the Union and City, to include the Human Resources Director, Chief of Police and City Manager will meet periodically over the course of each year to discuss items of interest to both parties in an effort to benefit the operation and environment of the organization through joint study and planning. Either party may initiate a meeting at any time during the course of the year.

### **SAFETY:**

One member of the bargaining unit shall serve as a representative on the Safety and Wellness Committee as established by the City of Scottsbluff Personnel Manual. The representative shall be appointed by the City Manager upon recommendation by the Police Chief from names furnished by the Union President. The Safety and Wellness Committee meets quarterly, as a minimum, to discuss safety problems and tour a City department.

In addition to serving on the Safety Committee, Officers may volunteer to train other City departments in their areas of expertise. Such training shall occur only during the Officer's normal schedule or appropriately compensated for overtime.

## **ARTICLE XII UNION BUSINESS**

**SECTION 1** Union officials who are members of the bargaining committee, not to exceed four (4) in number, shall be granted leave from duty without pay for time spent in conducting union business. Provided, Union officials who are conducting union business will be eligible to draw pay for such time to the extent that members of the Union had contributed accrued time to a "bargaining pay pool" to be established jointly by the City and the Union. Negotiation sessions shall be scheduled so as to minimize the impact on such "pool."

**SECTION 2** Union officials, not exceeding two (2) in number shall be granted leave from duty without pay for the purpose of attending Union meetings, conventions, education conferences or conducting Union business. Such leave shall be contingent upon a written request by the Union and approval by the Police Chief no less than one week in advance of the requested leave dates, provided that the leave from duty without pay shall not exceed forty (40) hours per person annually.

**SECTION 3** The City shall allow the Union to make use of copy reproduction devices available to the City. The Union shall reimburse the City for reproduction costs at a rate of \$100 per contract year. The Union shall be allowed to use City equipment to e-mail notice of meetings to members. No other Union business shall be conducted using City equipment.

## **ARTICLE XIII SENIORITY**

- SECTION 1** Seniority shall be based on continuous length of service in a classification without a break or interruption; provided that absence on authorized leave without pay or lay-off for thirty (30) calendar days or less, shall constitute a break or interruption of service within the meaning of this Article; provided, further that in the case of an absence on authorized leave without pay, the period of such absence shall be excluded in computing accumulated seniority. The Police Chief may waive the provisions of this section when the Chief determines it to be in the public interest.
- SECTION 2** Seniority shall commence from the date an employee enters a classification.
- SECTION 3** A list of employees arranged in order of seniority by classification shall be maintained and made available for examination by each employee, provided that the seniority list be revised and updated at the end of each fiscal year, a copy of the same shall be transmitted to the Union representative. The Union will have the list posted on its bulletin board within 24 hours of receiving the list. The list shall be deemed correct if no grievance is filed within five (5) days of delivery of the list to the Union representative.
- SECTION 4** Where two or more employees in the same classifications were appointed on the same date, their seniority standing shall be determined in order of their rank on the eligible list from which their appointments were made.
- SECTION 5** Seniority within a classification is the determining factor under Police Department Policy for taking of vacation leave and a factor in filling shift assignments. This consideration of employment is hereby made part of this Contract with the Police Chief having the discretion in the public interest, to make adjustments in making assignments and assigning vacation time.

## **ARTICLE XIV HOURS OF WORK IN DUTY SHIFTS**

- SECTION 1** Eight-hour shift: Eight hours shall constitute a day's work and five consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to two consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.
- SECTION 2** Ten-hour shift: Ten hours shall constitute a day's work and four consecutive calendar days shall constitute a week's work. Two work weeks shall constitute an 80-hour work period. Each employee shall be entitled to three consecutive days off each week unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.
- SECTION 3** Twelve-hour shift: Twelve hours shall constitute a day's work and six twelve-hour work day's with one eight hour work day, within two calendar weeks, shall constitute

a work period. No employee shall be scheduled to work more than three consecutive twelve-hour days without having at least two consecutive days off unless in conflict with shift or other assignment changes or as specified in Section 4 of this article.

**SECTION 4** During an emergency or extenuating circumstances, as determined by the Police Chief, each employee's shifts, hours, and duties may be established at the discretion of the Police Chief.

## **ARTICLE XV**

### **ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS**

#### **SECTION 1**

- A. This section applies to each employee required to attend during off duty hours, as a witness or in other capacity directly related to official duties, any of the following activities
  - 1. Any case pending in the County Court or District court;
  - 2. Any Grand Jury proceeding;
  - 3. Any conference with the City or County Attorney or their respective Assistants;
  - 4. Any proceeding of city, county, state or federal governments (including subdivision or agencies thereof).
- B. Each employee who is required to attend an activity described in paragraph A shall be entitled to:
  - 1. A minimum of two (2) hours at the rate of time and one-half (1½) for each appearance, or one and one-half (1½) times the actual number of hours in attendance, whichever is greater; However,
  - 2. If two or more appearances occur on the same date and location, each employee shall be entitled to time and one half (1½) compensation for the lesser of:
    - a. The number of appearances multiplied by two hours, or,
    - b. The number of hours comprised within the period commencing with the start of the first appearance and ending with the finish of the last appearance (less one hour for lunch if the appearances occur both in the fore and afternoon).
  - 3. Each employee who attends an activity described in paragraph A, on a previously scheduled vacation day, will be compensated for a minimum of eight (8) hours of straight time or time and one-half (1½) times the actual hours in attendance, whichever is greater.
- C. Each employee shall contact the designated representative of the City Police Department no more than 8 hours prior to appearing for any of the activities described in paragraph A for notice regarding the scheduling or cancellation of the activity.

1. If the activity has been canceled, the employee is not required to appear for the activity;
2. If the employee is notified that the activity is still scheduled and appears for the activity, and is then notified that the activity has been canceled, the employee will be entitled to two (2) hours at the rate of double (2) time.
3. In the situation where an employee has a regularly scheduled day off and has been scheduled for court, if the court or the Police Department fails to notify the employee of a known cancellation as evidenced by court record, by the end of the business day (4:30 p.m. prior to the scheduled date, the employee will be compensated for two (2) hours of double time.
4. Employees required to attend a regular court appearance with less than 8 hours advance notice will be entitled to two (2) hours at the rate of double (2) time.

**SECTION 2** When the employee is testifying in other litigation to which he/she is a party or witness and which does not involve duty as a police officer, the employee may use vacation leave or compensatory time off or be granted leave without pay for the length of such service.

**SECTION 3** Each employee who is called for witness or jury duty shall present to his/her supervisor the original summons subpoena from the court.

**SECTION 4** Fees received for jury service or as a witness in a federal, state or county court shall be deposited with the city clerk upon the employee's receipt thereof, provided the requirement shall not apply to fees received by employees when they are not on duty with the City. No employee shall receive witness fees paid from the City's funds.

## **ARTICLE XVI**

### **OVERTIME, COMPENSATORY TIME, AND CALL BACK PAY**

**SECTION 1** Overtime pay: Work performed by employees in excess of eighty (80) hours per fourteen (14) day work period shall be compensated at the rate of one and one-half (1½) times the number of hours worked in excess of eighty (80) hours per work period. For the purposes of this Article, work performed excludes funeral leave and excused absence without pay. Sick leave will no longer reduce overtime earned.

**SECTION 2** If an employee is called to duty during off-duty time and such time does not coincide with scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one half (1½), or one and one half times the actual number of hours worked, whichever is greater. However, if the call back time is due to a telephone conference only, and the transaction can be completed from the officer's point of origin, the officer shall be paid for a minimum of one hour at the rate of time and one-half, or one and one-half times the actual number of hours worked, whichever is greater.

**SECTION 3** In calculating overtime pay, the following rule shall apply: If any employee works seven (7) minutes or less of overtime, the employee shall not receive any compensation for overtime. If an employee works more than seven (7) minutes and

less than twenty-three (23) minutes of overtime, the employee shall be compensated for one-quarter hour overtime. If the employee works more than twenty-two (22) and less than thirty-eight (38) minutes of overtime, the employee shall be compensated for one-half hour overtime. If the employee works more than thirty-seven (37) minutes and less than fifty-three (53) minutes of overtime, the employees shall be compensated for three-quarter hours of overtime. If the employee works more than fifty-two (52) minutes and less than sixty (60) minutes, the employee shall be compensated for one (1) hour of overtime.

**SECTION 4** In lieu of payment for overtime hours worked, the City may elect to give compensatory time off. If this request is approved, one and one-half hours of compensatory time shall be credited for each overtime hour worked. Double-time eligible work is credited with double-comp time.

**SECTION 5** Compensatory time off shall be earned at the same rate as overtime pay, as described in this Article. Employees shall be allowed to carry up to one hundred-eighty (180) hours of compensatory time during any fiscal year. The City will establish the procedure for taking earned compensatory time off. Seniority and non-discrimination shall apply as described in Articles III and XIII in the procedure for employees using compensatory time off.

The City and the Union agree to the following fiscal year compensatory cash payment rules. The intent is that earned compensatory time is paid out at the rate of pay in which it was earned.

- All compensatory balances in excess of 60 hours will be paid in full as a cash payment in the final pay period in the fiscal year. These hours will be available to use as time off going into the new fiscal year. Officer's wishing to cash out their full comp balances may request in writing to receive a full cash payment. The request must be received by HR/payroll one week prior to the payroll end date in which the fiscal year payout occurs.
- Compensatory time may be paid in cash per the employees request at any time during a fiscal year. Employee is required to submit a request for cash payment to HR one week prior to the payroll end date.

**SECTION 6** Management will govern the granting of compensatory time off regardless of time period prior to request for said time off. Employees will not be required to find a replacement for his/her shift when the employee desires normal compensatory time off, provided, each employee notifies his/her supervisor at least one (1) week in advance for one (1) day off or at least two (2) weeks in advance for two (2) or more days off.

However, employees may be requested to locate a replacement for their position, should request for compensatory time off be made beyond the accepted limits for compensatory time, volunteering for special training. (e.g. pistol matches), special seminars or other functions which each employee has the option to attend or not attend.

## **ARTICLE XVII HOLIDAYS**

**SECTION 1** The following and, in addition, any other days that may be designated by the City are paid holidays for employees:

1. New Year's Day – January 1
2. Martin Luther King, Jr. Day – 3<sup>rd</sup> Monday in January
3. President's Day 3<sup>rd</sup> Monday in February
4. Memorial Day – last Monday of May
5. Independence Day - July 4<sup>th</sup>
6. Labor Day – 1<sup>st</sup> Monday of September
7. Veteran's Day – November 11<sup>th</sup>
8. Thanksgiving Day – 4<sup>th</sup> Thursday of November
9. Day after Thanksgiving – 4<sup>th</sup> Friday of November
10. Christmas Day – December 25<sup>th</sup>

**SECTION 2** All employees will be paid (8) eight hours of holiday pay. Employees who work on any holiday shall be paid at a calculated rate to total 2 ½ times their regular rate of pay for the actual hours worked on a holiday. In lieu of pay for the hours worked on a holiday, employees may elect to put holiday bonus hours to compensatory time. The regular (8) hours of holiday pay is not allowed to be banked to compensatory time.

**SECTION 3** Personal Leave Day: Each employee is entitled to one (8) eight-hour personal leave day per contract year, which shall be used in accordance with the procedures provided for use of accumulated time-off. Such personal leave day shall not be cumulative from year to year and there will be no compensation for an unused personal leave day.

## **ARTICLE XVIII LEAVE PROVISIONS**

**SECTION 1** Accrual of sick leave: Sick leave will accumulate at the rate of eight (8) hours of sick leave for each calendar month of service. Sick leave may be accumulated up to nine hundred sixty (960) hours.

**SECTION 2** Sick leave with pay must be earned, however, sick leave may be advanced if approved by the City Manager. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, job related fatigue, bodily injury, pregnancy, disease or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the immediate family that requires the employee's personal care and attendance, in conjunction and accordance with the Family Medical Leave Act.

**SECTION 3** The Police Chief or authorized representative may investigate any sick leave taken by each employee. False or fraudulent use of sick leave shall be cause for disciplinary action and may result in dismissal.

**SECTION 4** If any employee is absent for reasons that entitle him/her to use sick leave, each employee or a member of his/her household shall notify the supervisor on duty at least thirty (30) minutes prior to scheduled reporting time. If any employee fails to notify the supervisor, when it was reasonably possible to do so, no sick leave shall be approved. Immediately upon return to work, each employee shall submit a leave form to the supervisor.

**SECTION 5** Funeral Leave: Funeral leave not to exceed three (3) days may be granted for the death of a member of employee's immediate family as defined in the Employee Personnel Manual. The City Manager may allow the use of sick leave in addition to the funeral leave if circumstances of the travel distance from Scottsbluff warrants such increase.

**SECTION 6** Job related injuries: Workers' compensation reports must be filed and signed within 48-hours after the accident has taken place, and sent directly to the city clerk. This is the responsibility of the employee, unless otherwise incapacitated, in which case the responsibility would fall on the direct supervisor.

An employee who is unable to work as a result of a job-related injury or disease for which workers' compensation benefits are payable; that portion of the employee's regular salary which is not paid by the workers' compensation insurance carrier will be paid by the City.

**SECTION 7** Separation of employment: Upon separation of employment (other than dismissal for cause or resignation in lieu of dismissal for cause) after fifteen (15) years of consecutive years or more of service, each employee will be compensated for fifty (50) percent of accumulated sick leave.



## **ARTICLE XIX VACATION LEAVE**

**SECTION 1** Employees covered by this contract shall earn an annual amount of vacation as defined by the service years below:

- Zero (0) to five (5) years of service:  
full-time employees: 80 hours of vacation leave;
- Six (6) to ten (10) years of service:  
full-time employees: 112 hours of vacation leave;
- Eleven (11) to fifteen (15) years of service:  
full-time employees 136 hours of vacation leave;
- Sixteen (16) or more years of service:  
full-time employees: 160 hours of vacation leave.

**SECTION 2** All vacation earned prior to the current pay period will be available for use up to the maximum allowed. The maximum amount of accumulated vacation will not exceed five (5) work weeks or 200 hours until the employee has achieved fifteen (15) years of service at which time the maximum increases to six (6) work weeks or 240 hours. \*Maximum limits for employees covered by this contract will be enforced effective September 1, 1997.

**SECTION 3** Vacation split: Vacation leave is given so that employees can relax from everyday work routine to return refreshed to their work and not suffer any loss of pay. Employees are encouraged to take vacation periods of at least one (1) work week subject to schedule approval by the Police Chief, to facilitate planning and scheduling of vacation leave; provided, an employee may take eight (8) hours, more or less, of vacation leave with the approval of the Police Chief.

**SECTION 4** REQUEST FOR VACATION LEAVE: In order to be granted vacation leave, each employee must apply for same according to established Department procedures. The employee must submit a request to the Police Chief two weeks in advance. All vacation leave taken must be shown on all payroll reporting and approved by the Police Chief, or delegated authority and The Human Resource Director.

The Police Chief can, for good cause, waive the notice of; at least two (2) weeks prior to the request for leave, relative to the request for use of eight (8) hours, more or less vacation leave.

## **ARTICLE XX**

### **UNIFORMS AND EQUIPMENT**

- SECTION 1** All employees required to wear uniforms will have uniforms furnished by the City in sufficient supply so that each employee may at all times present a clean and neat appearance. Such uniforms shall not include socks or shoes which will be provided by the individuals. The City will provide a plan whereby overshoes will be furnished to each employee. These uniforms are City property and shall not be converted to personal use.
- SECTION 2** The City shall provide a uniform allowance of \$58.25 per month, to be paid to non-uniformed employees for the purpose of supplying civilian attire. The allowance will be paid to the non-uniformed officer on a calendar basis in December of each year, subject to a written agreement between the City and the employee being made to provide for a prorated refund to the City in the event that employee should terminate for any reason during the year in which the uniform allowance has been paid.
- SECTION 3** The City shall provide such police equipment as shall be required by the Department.
- SECTION 4** Regular replacement article shall be provided as necessary for reasonable wear or damage or loss of uniforms and equipment occurring while in the performance of duties. Old gear must be returned.
- SECTION 5** Repairs shall be provided by the City if the damage occurred in the line of duty. Alterations due to weight change are the responsibility of each employee.
- SECTION 6** The Police Chief may authorize repair or reimbursement for clothing of non-uniformed employees or of shoes of any employee when such clothing or shoes have been damaged while in the performance of duties. In addition, the Police Chief may authorize reimbursement for repairs or replacement of personal gear damaged while in the performance of duties, such as glasses, frames, lenses, watches, watch bands, flashlights, binoculars, which the officer customarily wears or uses either out of necessity or by choice while on duty.
- SECTION 7** The City will provide for professional dry cleaning and minor repair services for uniformed officers and an equivalent of personal clothing for non-uniformed officers. The professional dry cleaning firm will be of the City's choice.
- SECTION 8** The City will provide one pair of leather gloves per officer. The gloves will be provided to assure proper safety and appearance standard are maintained. At least two Union members will meet with the Police Chief and jointly it will be determined the type of gloves to be purchased.

**ARTICLE XXI**  
**COLLEGE INCENTIVE PAY/TUITION REIMBURSEMENT**

- SECTION 1** In addition to his/her regular pay and any other compensation to which a college credit eligible member of the department as defined herein may otherwise be entitled, a college eligible employee of the department shall receive one-half percent of regular and overtime pay for each thirty (30) hours of college credit satisfactorily completed to up to ninety (90) hours of college credits satisfactorily completed, together with another one-half percent of regular pay upon attainment of a bachelor's degree, providing the conditions set forth in Section 3 to 5 inclusive, of this Article are met.
- SECTION 2** For the purpose of this Article, a college credit eligible member of the department shall include all police officers of the department.
- SECTION 3** All current college credit eligible members of the department shall be given credit for college hours earned in the past from an accredited college or university when sufficient proof of credits earned is supplied to the personnel officer.
- SECTION 4** All college credit eligible employees desiring to take such courses from and after the effective date of this contract must first obtain approval in advance from the Police Chief
- SECTION 5** Employees claiming compensation under this article must have a bachelors degree or all grades must be a least a "C" or better.
- SECTION 6** In any case not specifically covered by the provisions of this Article, the determination as to whether such courses qualifies for college credit will be determined in the sole discretion of the City Manager.
- SECTION 7** College incentive pay for each eligible employee will be provided beginning with the first pay period after the employee has provided the Personnel officer with proof of credits earned.
- SECTION 8** Employees are eligible for tuition reimbursement limited to \$600 per fiscal year per officer and shall include books, tuition and fees. Reimbursement will be based on guidelines outlined in the City of Scottsbluff Personnel Manual.

## ARTICLE XXII WAGES

All members of the bargaining unit as defined in Article 11 hereof, shall be paid according to the following pay schedule effective October 3, 2016.

### HOURLY PAY SCHEDULE

Class Title (6mo-1 year)	1	2	3	4	5	6	7
Officer	19.11	20.07	21.08	22.13	23.24	24.40	25.62
Sergeant	22.83	23.98	25.17	26.43	27.75	29.14	30.60

Non-Regular Employment: Time and one-half

At the end of probation, which is not less than six (6) months nor more than one (1) year after certification by the Nebraska Law Enforcement Training Center for police officers as provided by the Rules of the City's Civil Service Commission, and provided the probationary employee has demonstrated the capacity of fully performing the duties of the position fully satisfactorily as determined by the City Manager, each employee will be eligible for consideration of a raise to the next higher step of the position pay scale.

Thereafter, the step increment date for each employee will normally be the anniversary of the last increase, providing each employee's previous service has been satisfactory in every respect as determined by the City Manager. Certain circumstances such as a disciplinary action, extension of probation, extended absence from duty such as active military duty or leave without pay, or a promotion, may result in an employee taking longer than five years to go from Step 2 to Step 7.

#### **Field Training Officers:**

Field Training Officers shall receive an additional 3% of regular rate of pay, when they are actively training a new officer.

#### **Shift Supervisor:**

Officers acting as shift commander shall receive an additional 5% of regular rate of pay while serving as a shift supervisor.

#### **On Call Pay-Investigators:**

The On Call Investigator will receive 4 hours of straight pay for the week they are assigned On Call.

## **ARTICLE XXIII HEALTH INSURANCE**

### **HEALTH AND DENTAL INSURANCE**

The City will provide health and dental insurance to members. Participation shall be subject to policies and procedures as established in the City Personnel Manual and/or Administrative Regulations. Members are provided with information to assist in making plan and benefit selection. Union representatives will be invited (as non-voting members) to the Health Insurance Management Committee meeting to review plan year and be advised of recommendations made by the Health Insurance Committee which affect health/dental plans &/or premiums. The purpose of a union representative attending this meetings is to get immediate informaton about any changes to the plan. It is the responsibility of the Union President to notify the City within 7 days after the Health Insurance Committee meeting if the Union desires to re-open the contract to negotiate health insurance &/or dental insurance, as allowed by Article XXXI of the contract.

*Article XXXI of the SPOA's contract with the City of Scottsbluff states that during the term of the contract, negotiations may be re-opened for individual, specifically defined issues, such as cost of living increases, salary comparisons/increases, and health and dental premiums.*

## **ARTICLE XXIV LIFE INSURANCE**

The City shall provide a \$30,000 term life insurance policy for each employee.

The City will provide a plan for optional purchase of additional life insurance coverage, the premium to be paid by each employee.

## **ARTICLE XXV DISABILITY INSURANCE**

The City shall provide long-term disability insurance for each employee.

**ARTICLE XXVI  
NON-REGULAR AND OFF-DUTY EMPLOYMENT**

**SECTION 1** Off-duty employment is employment by an employer other than the City of Scottsbluff or self-employment. Such employment is permitted to the extent provided in the City's "Personnel Rules and Regulations" and the Police Department's "Policies and Procedures."

**SECTION 2** Non-regular employment is:

1. Law enforcement work performed as an employee of the City at times other than during regular working hours and other than court time and overtime for departmental purposes, and
2. For which work the City is reimbursed by some other agency or individual.

Such employment will usually consist of providing security services, traffic and crowd control, etc. for non-city sponsored events such as athletic events, recreational events, special programs or shows or other special events which may create a crowd control or security risk situation.

**SECTION 3** Non-regular employment will be arranged through the department according to procedures established by the Police Chief.

**SECTION 4** Employees working on a non-regular employment assignment will be paid as provided in Article XXII.

**ARTICLE XXVII  
RESIDENCE**

All employees shall reside not to exceed fifteen (15) miles from the City limits but, regardless, not to exceed thirty (30) minutes response time to the Police Department from the time of notification by the department as determined by the Police Chief.

## ARTICLE XXVIII PHYSICAL FITNESS PROGRAM

Any officer who wishes to participate in the physical fitness program and meets qualification of the program would be eligible to receive a city paid fitness benefit.

### ENROLLMENT:

Police Officers will be able to sign up for the physical fitness program once a year, during the City's open enrollment period, usually in December. Membership would be for the next calendar year. New Officers hired after January 1 can enroll anytime during the calendar year. If the Officer chooses not to enroll in their first calendar year of employment, he/she shall wait until the next open enrollment to join.

- **YMCA** enrollment is processed through the office of Human Resources. Do not enroll at the YMCA facility. After Union President has signed enrollment form, forward form to HR.
- **OTHER FACILITY OPTION:** The City agrees to recognize other facilities as options in the police physical fitness program, however all facilities must be approved by the Union and City. It is the responsibility of the Officer to enroll into an approved facility. Officer is required to provide Union President with documentation showing proof of enrollment, payment and fees associated with the facility. Documentation of enrollment and membership fees must be attached to enrollment form. The Union President's signature will be required on all new enrollment forms verifying approval of facility. Officer's eligible for a City paid fitness benefit will be limited to receiving a benefit amount not to exceed the YMCA police single membership rate.

### ATTENDANCE REQUIREMENTS:

Any officer participating in this program must provide documentation of a membership at an approved facility and proof that he/she has utilized the facility at least 50 times within the calendar year. An officer must spend at least 30 minutes engaging in some form of exercise for it to be considered a workout that applies towards meeting the attendance requirement.

The Officer will pay his/her monthly membership fee until such time as he/she has met the 50 times. Upon receiving documentation that the Officer met the attendance requirement of 50 times, the City will reimburse the fees already paid by the officer and the CITY will begin paying the monthly benefit/membership, not to exceed the YMCA single rate. Reimbursement of membership fees will only be allowed once and are determined by the original date of an enrollment into the fitness program. An Officer receiving a monthly City paid fitness benefit who does not meet the required 50 times during the calendar year, will be responsible for the fitness membership for the following calendar year. Once the Officer meets the attendance requirement after completing the year in which he/she is responsible for the City will once again begin paying the Officer's monthly fitness benefit. However, the Officer is not eligible for additional reimbursement.

#### *Attendance Reports:*

- *YMCA: Monthly attendance reports are provided to the City by the YMCA.*
- *OTHER FACILITY: It will be the responsibility of the Officer to provide the Union President with valid and accurate attendance reports. If reporting is found to be untimely or not accurate the employee will not be eligible for the City paid benefit. The Union Presidents signature will be confirmation that the Union Member has meet the requirements*

*of attendance at an approved facility. Attendance documents must be presented to Human Resources by the 20<sup>th</sup> of the month in order for a City paid benefit to be processed for the first pay period of the following month. Officer will not be eligible for back payments if information isn't presented to Human Resources timely.*

#### **MEMBERSHIP FEES:**

- **YMCA:** The City will process membership's through payroll deduction. Employee's eligible for a City-paid benefit will receive their benefit as a taxable payroll transaction. The City will pay all memberships directly to the YMCA.
- **OTHER FACILITY:** It will be the Officer's responsibility to pay his/her membership directly to the fitness facility. The City will not be involved in the transfer of funds to "other facilities". Once the Officer has met the attendance requirement and documentation has been provided to Human Resources the City will process the Officer's benefit allowance through the payroll system, as a taxable payroll transaction.

#### **CANCEL MEMBERSHIP:**

- **YMCA: \*DO NOT GO TO THE YMCA TO CANCEL MEMBERSHIP.** Cancellation must be done through the Human Resources Office. A form is required from HR and can be obtained upon request.
- **OTHER FACILITY:** It is the responsibility of the Officer to cancel his/her membership. It is also the responsibility of the Officer to notify the Union President and Human Resources immediately if a membership has been canceled. Failure to provide cancellation notice to City may result in the Officers denial of future participation in the program and the Officer will be financially responsible to reimburse the City for any benefits that were paid to the employee after the date in which the membership ended.

Officers wishing to change fitness facilities must wait until open enrollment, or the change will be considered a cancellation in fitness program during the current calendar year. The Officer will not be eligible for a City paid benefit until he/she has once again met the requirements of the program at a new facility.

#### **HEALTH FAIR:**

All Union members enrolled in the Physical Fitness Program shall participate in the City's annual Health Fair. The Health Fair may include a blood draw to test sugars and cholesterol, blood pressure, etc. The CITY agrees to pay for the testing if the member met the attendance requirement in the prior calendar year has a fitness membership at the time of the Health Fair. The CITY will pay for the testing for Officers who were hired and joined within the current calendar year but who have not yet met the attendance requirement.

Officers shall not be required to attend the CITY'S Health Fair if on that day they are sick, on scheduled vacation, on an active call, or have a reasonable excuse for not attending. However, in lieu of attending the CITY'S Health Fair, the Officer shall provide the CITY with verification that a similar screening from a qualified medical provider was conducted within the calendar year. Officer's covered under the CITY'S health insurance plan have a wellness benefit that may cover the screening. No other CITY funds will be provided to pay for the individual screening.

#### **ADDITIONAL INFORMATION**

Non-participation in the fitness program will not allow the individual to be compensated monetarily or by any other means.



Falsely reporting membership or attendance records will result in disciplinary action. An Officer found at fault will be responsible for reimbursing fees to the City and will no longer be eligible for the City paid fitness benefit.

**Family Membership:**

YMCA family memberships are allowed, however the employee is responsible for the difference between the single and family membership fees. Member's interested in obtaining a family membership and currently have a single membership can contact Human Resources to change their membership to family, or the change may be made during the City's open enrollment period.

**NEW RECRUITS:**

An entrance fitness test based on the Cooper Standards will be administered to all applicants participating the the Civil Service Commission exam process. Applicants must pass this fitness test to be elibile for employment.

The SPOA agrees that they will assist the City in conducting this testing process.

**ARTICLE XXIX  
STRIKES AND LOCK-OUTS**

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of operations of the Department by employees of the Department.

**ARTICLE XXX  
SAVING CLAUSE**

If any provision of this Contract is subsequent declared by the proper legislative or judicial authority to be unlawful or unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Contract shall remain in full force and effect for the duration of this Contract.

**ARTICLE XXXI  
CONTRACT LANGUAGE RE-OPENER**

During the term of the contract, contract language may be modified if recommended by the Union and mutually agreed to by the City. The contract may be re-opened for individual, specifically defined issues only, such as cost of living increases, salary comparisons/increases, and health and dental premiums. This provision is not to be construed as a broad license to re-negotiate the contract in its entirety prior to the expiration of the contract.

**ARTICLE XXXII**  
**TERMINATION OF AGREEMENT**

This Agreement shall be effective as of the 1st day of October, 2016 and shall remain in full force and in effect until the 30th day of September, 2019. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing no later than 180 days prior to expiration that one party wishes to terminate or modify the Agreement. Response time from receipt of such notice to modify shall be no later than April 15. In which event, the Agreement shall terminate on its expiration date. However, by agreement of the parties, the terms and conditions of the Agreement may be continued following expiration. In the event of a request for termination or modification, all of the terms and conditions of the Agreement are subject to negotiation and re-negotiation and new topics and subject matter may be brought up during the negotiations by either party.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

SCOTTSBLUFF POLICE OFFICERS  
ASSOCIATION, INC.

By \_\_\_\_\_  
President

CITY OF SCOTTSBLUFF

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk of the City of Scottsbluff

**EXHIBIT "A"**

**AUTHORIZATION FOR PAYROLL DEDUCTION**

By: \_\_\_\_\_  
(Please print last name, first name, middle initial)

Classification: \_\_\_\_\_ SSN: \_\_\_\_\_

TO THE CITY OF SCOTTSBLUFF:

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I hereby request and authorize you to deduct from my earnings on each pay period of each month, a sufficient amount to provide for the regular payment of the current rate of monthly UNION dues as certified by the UNION. The amount deducted shall be paid to the Treasurer of the Scottsbluff Police Officers Association, Inc. This authorization shall remain effective unless terminated by me by written notice to the CITY.

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_  
Union Representative