

AGREEMENT

between

CITY OF LOVELOCK

and the

LOVELOCK POLICE OFFICER'S ASSOCIATION

2014-2015

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2014-2015

Article 1 Parties

This Agreement is entered into by and between the City of Lovelock (hereinafter referred to as "City") and the Lovelock Police Officer's Association (hereinafter referred to as "Association").

Article 2 Authorized Agents

For the purpose of administering the terms and provisions of this Agreement, the following agents have been designated:

City's Principal Agent

The City's principal authorized agent shall be:

Mayor, City of Lovelock
Lovelock City Hall
P.O. Box 238
Lovelock, NV 89419

Association's Principal Agent

The Association's principal authorized agent shall be:

President
Lovelock Police Officer's Association
P.O. Box 1100
Lovelock, NV 89419

Article 3 Recognition

The City recognizes the Association as the sole collective bargaining agent for all regular full-time law enforcement employees of the City within job classifications covered by this Agreement who are presently employed and subsequently hired by the City. Classifications in the bargaining unit covered by this Agreement are as follows:

Police Officer
Sergeant

Article 4 Definitions

Appointing Authority. As used in this Agreement, the appointing authority shall be the Mayor, the Chief of Police and/or his/her designee.

Day. Calendar day unless otherwise stated

Year. Calendar year unless otherwise stated

Year of Service. Twenty-six (26) complete payroll periods of paid, unbroken employment with the City.

Article 5 Non-Discrimination

Equal Application

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, color, national origin, religion, sex, sexual orientation, age, political affiliation or disability, except when based upon a bonafide occupational qualification. The terms "disability" and "sexual orientation" as used in this section have the meanings ascribed to such terms in Nevada Revised Statutes ("NRS") 281.370. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

Bargaining Unit Exclusive Responsibility

The Association recognizes its responsibility as the exclusive bargaining agent for this unit and agrees to represent all employees in the unit without discrimination, interference, restraint or coercion.

Association Membership

The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership in or legitimate activity allowed by this Agreement or State law on behalf of members of the bargaining unit.

Article 6 City Rights

City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the City and not abridged herein, include, but are not limited to the following:

To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities and operations; to assign, repair, inspect and retrieve City property and space; to create, change, combine or abolish jobs, policies, departments and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force and determine the number of employees needed; upon reasonable suspicion of impaired ability on the job, to require employee

physical examinations and tests endorsed by a physician and paid for by the City; to hire, transfer, promote, retain, suspend, demote, discharge and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct (including acceptable dress standards) and penalties for violation thereof; to determine the type and scope of work to be performed by employees and the services to be provided; to take action deemed necessary to provide for the safety of employees, customers, clients and the general public; to classify positions; to establish initial salaries of new classifications after notification to the Association; to determine the methods, processes, means and places of providing services and to take whatever action necessary to prepare for and operate in an emergency.

Article 7 Association Rights

Office Equipment

The association shall be provided reasonable use of City office equipment for normal association business when: (i) the use does not interfere with City business functions; and, (ii) the Chief of Police is informed of the routine usage.

Bulletin Boards

The City will furnish bulletin board space where currently available. Specific areas designated by the Chief of Police may be used for the posting of notices in each bulletin board space. Bulletin boards shall only be used for the following notices: (i) scheduling of LPOA meetings, agenda and minutes; (ii) information of LPOA elections and the results; (iii) information regarding LPOA social, recreational and related news releases; and, (iv) reports of official business from LPOA, including reports of committees of the board of directors.

Article 8 Introductory Period

Initial Introductory Period

All new and rehired employees, except those identified as "at-will," will serve a 12-month introductory period beginning with the day the employee initially reports for work; provided, however, for employees who are not POST certified, the introductory period begins upon completion of POST. Current employees who are promoted or transferred will also be required to serve a 12-month introductory period, beginning with the day the promotion or transfer becomes effective. During this "introductory period," the employee and the City have the opportunity to evaluate one another and determine whether the employee is a good fit for the position. At its sole discretion, the City may extend this introductory period up to 6 months when the City has had insufficient opportunity to assess the employee's ability to perform the job functions or such extension is determined appropriate. The employment relationship can be terminated by the employee or by the City at any time during the introductory period or during the extension of the introductory

period, with or without cause or advance notice. The introductory period may be prorated for employees working less than full-time.

Prior to completion of the introductory period, the supervisor/manager will conduct at least one performance evaluation to ascertain the advisability of continued employment.

Introductory Period Completion

Not later than the end of the twelfth (12th) month of service, the employee's supervisor must make a written recommendation for retention or release of the employee and notify the employee in writing of his/her retention or release from City service; provided, however if such recommendation is for any reason not made and notice is not given, the introductory period shall continue as provided in this section. If the employee does not receive notification prior to the end of the twelve month period, the employee may make written request to the Chief of Police for a written response regarding his/her status. The Chief of Police shall respond within seven (7) days to inform the employee of his/her release or successful completion of the introductory period. If the employee does not receive written notification of retention or release by the end of the twelve (12) month period and the employee does not request written response from the Chief of Police regarding employment status, the introductory period shall continue beyond the end of twelve (12) month period until written notification of retention or release from City service is received or until the employee requests and receives notification regarding his/her status, but in no event shall the introductory period continue beyond the end of the eighteenth (18th) month of service.

Article 9 Wages and Monetary Benefits

Wages

Effective July 1, 2014, each employee shall receive an increase of their hourly wage in the sum of fifty cents (\$0.50) per hour.

Effective January 5, 2015, each employee shall receive an increase of their hourly wage in the sum of twenty-five cents (\$0.25) per hour.

Wages are payable in approximately equal installments each pay period, as such pay periods are determined by the City.

Uniform Allowance

Employees. Employees required by the Chief of Police to wear a uniform shall be paid a uniform allowance of one thousand dollars (\$1,000.00) per year to cover all costs associated with the purchase and maintenance of the uniform. The allowance will be made in two equal installments of five hundred dollars (\$500.00) payable on the first pay day of December and the first pay day of June each year. There shall be

no initial waiting period of eligibility for the uniform allowance.

New Employees. Following initial hire, new employees who are required to wear a uniform shall be reimbursed for the normal cost of purchase of two (2) required uniform shirts and uniform pants. This amount shall be deducted from the first uniform allowance payment the employee is eligible to receive.

Soft Body Armor. The City will reimburse an employee for the cost of purchase, and replacement upon expiration, of a soft body armor vest acceptable to the Chief of Police with such cost not to exceed seven hundred dollars (\$700.00). Any employee accepting reimbursement for the cost of a soft body armor vest pursuant to this Agreement shall wear the vest during duty hours during the useful life of the vest. If the employee terminates from City employment, the employee will return to the City by way of deduction from the employee's final paycheck, an amount according to the following schedule:

Employees with less than one (1) year of service since the purchase of the vest will return eighty percent (80%) of the amount originally reimbursed by the City.

Employees with at least one (1) year but less than two (2) years of service since the purchase of the vest will return sixty percent (60%) of the amount originally reimbursed by the City.

Employees with at least two (2) years but less than three (3) years of service since the purchase of the vest will return twenty percent (20%) of the amount originally reimbursed by the City.

Personal Property Replacement

The City must reimburse employees for personal property items that are stolen, damaged, lost or destroyed in a duty-related incident. The City's obligation shall not arise unless the employee is unable to be reimbursed from any other source; provided, however, the City will be responsible for seeking reimbursement of expenses which may be paid through court ordered restitution.

The reimbursement by the City shall be limited to items of personal property that are reasonably required in order for the employee to perform the employee's duties, excluding uniform items which are covered by the uniform allowance. The reimbursement shall be further limited to situations in which the employee was in no way responsible for the loss or damage of the item and shall exclude payments related to wear and deterioration from normal use over time. The list of personal property items for which there may be reimbursement includes weapons and related equipment, handcuffs, and any other equipment designated by the Chief of Police on the required equipment list.

The maximum reimbursement amount shall be two hundred dollars (\$200.00) to any one employee during a fiscal year; however, if restitution is secured in an amount greater than what is paid from the reimbursement account, the difference will be paid to the employee after the City is reimbursed for any amount paid to the employee. The City's maximum obligation for reimbursement under this section is eight

hundred dollars (\$800.00) per fiscal year in the aggregate for all employees in the bargaining unit. Any court ordered restitution received by the City for reimbursement paid to an employee during a fiscal year which has not been passed through to the employee, shall be restored to the balance available for reimbursement.

Acting Pay

An employee who is authorized by the Chief of Police and acts in the capacity of a Sergeant or higher for a period of more than two (2) days shall receive a five percent (5%) differential added to his/her hourly wage for that shift worked in the acting capacity . This excludes training opportunities. The employee shall assume all responsibilities of the position.

Educational Incentive

The City will provide the opportunity for each employee to obtain a basic Nevada P.O.S.T. Certificate within one (1) year from his/her date of hire; provided, however, there shall be no additional stipend paid to the employee for receiving such certificate.

Each employee who obtains a Nevada Intermediate P.O.S.T. Certificate shall receive one hundred fifty dollars (\$150.00) per year stipend.

Each employee who obtains a Nevada Advanced P.O.S.T. Certificate shall receive two hundred dollars (\$200.00) per year stipend.

Each employee who obtains a Nevada Management P.O.S.T. Certificate shall receive two hundred fifty dollars (\$250.00) per year stipend.

Each employee who obtains an Associate degree in a law enforcement related field from an accredited college shall receive one hundred fifty dollars (\$150.00) per year stipend.

Each employee who obtains a Bachelors degree in a law enforcement related field from an accredited college shall receive two hundred dollars (\$200.00) per year stipend.

Each employee who obtains a Masters degree in a law enforcement related field from an accredited college shall receive three hundred dollars (\$300.00) per year stipend.

Each employee who obtains a Ph.D. in a law enforcement related field from an accredited college shall receive four hundred dollars (\$400.00) per year stipend.

The determination of whether an education incentive shall be paid will be made in June of each year and the stipend will be allowed on the second payroll period in July each year.

Article 10 Health and Welfare Benefits

Health and Accident Insurance

The City will pay for each employee the cost of the "employee only" premium for the group health insurance coverage through the group health insurance plan provided by the City for all other City employees. Eligibility for group health

insurance shall begin at the beginning of the calendar month following thirty (30) days of employment

Dependent Coverage

An employee may include dependents for coverage under the City's group health insurance plan by arranging for the appropriate payroll deduction to pay the cost of the coverage. In the event an employee is killed in the line of duty, the surviving spouse and any surviving child may elect to accept or continue such coverage in accordance with NRS 287.021.

Life Insurance

The City will provide a minimum of ten thousand dollars (\$10,000.00) in group term life insurance for each employee.

Employee Death Payoff

Upon the death of an employee killed in the line of duty, the employee's beneficiaries are entitled to a one-time payment of four thousand dollars (\$4,000.00) from the City.

Retirement

The City shall participate in the Public Employees Retirement System (PERS). The City shall make the total employee contribution to PERS on behalf of the employee, including any increases.

Article 11 Sick Leave

Entitlement

All employees who are employed on a continuous basis shall be credited with sick leave.

Sick Leave Accrual

Employees shall accrue sick leave at the rate of eight (8) hours per month commencing on the hire date. Employees may accrue unused sick leave; however, the maximum unused sick leave that can be accrued by an employee is three hundred sixty (360) hours.

Usage Authorization

Employees are entitled to use sick leave only: (i) when incapacitated due to sickness or injury; or, (ii) when receiving necessary or required medical or dental service; or, (iii) in the event of an illness in the employee's immediate family. A doctor's certificate or verification of entitlement to use sick leave may be required at the request of the Chief of Police for any absence over three (3) days.

Immediate family is defined as a parent, child, brother, sister or grandparent of the

employee or the employee's spouse and includes a non-related person that has resided as a member of the employee's household for a significant period of time. In the case of any other relative of the employee, the Chief of Police may authorize use of sick leave and shall notify the City Council in writing of such authorization.

Authorized Usage Evidence

The Chief of Police or his/her designee shall approve sick leave only after having ascertained that the absence was for an authorized reason, and the employee may be required to provide substantiating evidence at any time. Malingering or proven abuse of sick leave privileges shall be grounds for termination from City employment.

Sick Leave At Separation

Sick leave is not construed as a vested right therefore not reimbursable upon termination; however the City will "buy back" up to 35% of the unused portion of the sick leave at the time of retirement, voluntary termination not due to disciplinary reasons or gross misconduct, or death after 5 years of consecutive years of employment. The payment for such unused sick leave shall be made at the next payroll period following determination by the City Council.

Sick Leave Accrual During Leave

Sick leave will continue to be credited while regularly employed by the City regardless of whether an employee is on sick leave or annual leave; however, accrual of sick leave will cease upon termination or when an employee is placed on leave without pay.

Family Death Leave

An employee is entitled to up to three (3) days of paid leave when needed due to the death of an immediate family member. In addition, the employee may take up to two (2) additional days of leave charged to annual leave, sick leave, or compensatory time off, when needed due to the death. For purposes of this paragraph, immediate family includes a spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law or any other person who resided as a member of the employee's household for a significant period of time. The employee shall give notice to his/her immediate supervisor prior to taking such leave.

Sick Leave Donation

An employee may donate sick leave from the employee's accrued sick leave balance to a sick leave bank for employees who have suffered an extended illness or injury, subject to the following conditions:

The donation must be voluntary by the donor.

The employee receiving the sick leave, must have exhausted all of his/her available paid leave, including all sick leave, annual leave and compensatory time off.

The employee receiving the sick leave may not be on leave for an on-the job injury covered by workers' compensation or industrial insurance.

The employee giving the sick leave must do so in writing and in blocks of eight (8) hours each on a form provided by the City.

The grant of sick leave must be irrevocable.

If a donation is given by an employee at a different rate of pay than the receiving employee, the donated time shall be converted into money at the hourly rate of the donor and the money shall then be converted into sick leave time using the hourly rate of the recipient.

The total hours donated to an employee shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts his/her paid leave and the employee either returns to work, or is eligible for disability benefit payments.

Benefits Coordination

When an employee is eligible at the same time for benefits under NRS Chapter 616 or 617 for sick leave benefits, the amount of sick leave benefit paid to said employee shall not exceed the difference between their normal salary and the amount of any benefit received, exclusive of payment of medical or hospital expenses under NRS Chapter 616 or 617 for the pay period. Any usage of such sick leave shall be deducted from the employee's sick leave balance.

Article 12 Holidays

Holidays Enumerated

The following days are declared to be legal holidays for employees:

New Year's Day	Nevada Day
Martin Luther King's Birthday	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Family Day
Independence Day	Christmas Day
Labor Day	

In addition to the above legal holidays, any other day that may be appointed by the President of the United States and/or the Governor of the State of Nevada and/or the City Council shall be a legal holiday. Employees assigned to patrol duties shall recognize the holiday on the actual day.

Holiday Pay Annual Leave

Should a legal holiday fall during the employee's annual leave, the employee will receive holiday pay for the holiday day rather than having such day charged against annual leave.

Holidays Worked

If an employee is required to work on a legal holiday, the employee will be paid eight (8) hours of holiday pay plus an additional payment computed at the employee's overtime rate up to a maximum of eight (8) hours for hours actually worked. Hours worked in excess of regularly scheduled hours on a holiday shall be compensated

pursuant to the overtime provisions of this Agreement.

Article 13 Annual Leave

Accrual

Employees employed on a continuous full-time basis accrue annual leave credits on the basis of the accrual schedule below. Only regular hours paid shall affect annual leave accrual. When the accrual maximum is reached, accrual ceases until the employee uses annual leave time sufficient to allow resumption of the accrual.

The annual leave accrual will be adjusted not less frequently than monthly, that is, the employee will receive credit for annual leave earned each month and will receive deduction for annual leave used each month. All annual leave time will be accurately identified on the employee pay stub.

If annual leave request is denied and, as a result of the denial, the employee would lose annual leave because the accrual maximum is reached, the employee may accrue or retain annual leave in excess of the maximum for a six (6) month period following the initial denial, provided the excess leave is scheduled and used during the six (6) month period.

Accrual Schedule

<u>Years of Service</u>	<u>Maximum Hours Earned per Year</u>	<u>Maximum Hours to be Carried Over</u>
0 - 5 years	96 hours (equivalent to 1 eight (8) hour day per month)	120
6 - 10 years	120 hours (equivalent to 1 1/4 eight (8) hour days per month)	160
11 - Retirement	160 hours (equivalent to 1 2/3 eight (8) hour days per month)	200

The years of service for accrual are based on the anniversary date of each employee.

Accrual During Introductory Period

Each employee shall conditionally accrue annual leave during the initial introductory period, but shall not be granted use of such annual leave during the initial introductory period except upon authorization by the Chief of Police for special circumstances as determined by the Chief of Police. The employee must successfully complete the initial introductory period to be eligible to receive the annual leave accrued and unused during the initial introductory period.

Payment for Excess Accrual

Effective January 1, 2015, if an employee has annual leave accrual which exceeds the maximum carry over allowed by the accrual schedule, the employee may, upon written request to the City made not later than the end of the calendar year, receive compensation in lieu of time off only for the annual leave accrual which exceeds the maximum carry over allowed by the accrual schedule, limited to a maximum payment each year for 40 hours of annual leave. Any accrued annual leave in excess of the maximum carry over allowed by the accrual schedule which is not used or not compensated, is forfeited. The compensation shall be calculated at the hourly rate

of the employee in effect for the last full payment period of the calendar year.

Payment on Death

If a non orientation period employee dies and is entitled to accumulated annual leave, the surviving spouse or surviving heirs of such deceased employee shall be paid an amount of money equal to the number of unused hours of annual leave earned or accrued multiplied by the hourly rate of such deceased employee.

Annual Leave Approval

All annual leave will be taken at a time as approved by the Chief of Police based on department operational needs. Annual leave is granted only in increments of one (1) hour or more.

Article 14 Other Leave

Military Leave

An employee who is an active member of the Nevada National Guard or is an active member of any reserve component of the U.S. Armed Forces, shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training. There shall be no loss of seniority, sick leave or annual leave rights during such leave. An employee shall receive their daily rate of regular pay not to exceed one hundred twenty (120) hours days per calendar year while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of one hundred twenty (120) hours maybe granted for military service in time of war, or national or state emergency, as proclaimed by proper federal or state authorities, with reinstatement to be at the expiration of such period of leave.

Negotiations Leave

Members of the Association negotiation committee, not to exceed two (2) members, shall be granted forty (40) hours in the aggregate leave from duty with pay for the purpose of negotiating the terms of an agreement or attending out of area business meetings pursuant to NRS Chapter 288. The absence shall not interfere with work requirements and must be approved by the Chief of Police prior to the leave. Under extreme situations the Association president may apply to the Chief of Police for additional time.

Jury Duty Leave

If an employee is called to serve as a juror in a legally constituted court, the employee shall be paid the difference between eight (8) hours straight time pay and the payment received by the employee for jury service for each day as long as the jury is in session. An employee may endorse and make payable the jury duty check to the City rather than calculate a difference in earnings.

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Injury Leave

Any employee who suffers an injury on duty is entitled to a leave of absence without pay in accordance with this section, subject to limitations imposed by this Agreement or State law. Injury means a sudden and tangible happening of a traumatic nature, producing an immediate or prompt result and resulting from external force, including injuries to artificial members. Any injury sustained by an employee while engaging in an athletic or social event sponsored by the employer shall be deemed not to have arisen out of or in the course of employment unless the employee received remuneration for participating in such event. For the purposes of this Article, coronary thrombosis, coronary occlusion or any ailment or disorder of the heart, and any death or disability ensuing therefrom, shall not be deemed to be an injury by accident sustained arising out of and in the course of the employment except employees covered by State law.

Unpaid Leave of Absence

The Chief of Police may grant a leave of absence without pay for a period of up to eighty-nine (89) days upon written request by the employee. Any leave of absence without pay requested in excess of eighty-nine (89) days must be approved by the City Council prior to such absence.

All time granted to an employee as leave of absence without pay pursuant to this section shall not count nor be considered as service time for the purpose of computing an employee's annual leave, sick leave or in computing any other City paid employee benefits, such as retirement and group health plan insurance.

An employee desiring a leave of absence without pay shall first make an application in writing to the Chief of Police for such leave. Sick leave or annual leave does not have to be used prior to an employee going on unpaid leave of absence.

Article 15 Hours

Work Hours

Employees can be scheduled in any manner that the Chief of Police or his/her designee deems appropriate. Each employee shall be assigned regular starting and ending times on a schedule consisting of consecutive working days followed by the specific number of consecutive days off which shall not be changed without fifteen (15) days prior notice, except in an emergency. Employees shall remain available for work during lunch breaks and rest periods, therefore such breaks shall be counted as time worked unless other arrangements are made with the employee's supervisor.

Rest Periods

When practical, employees shall be granted a fifteen (15) minute rest period during each half shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time or ending time and shall not be accumulated or used to arrive at work late or leave work early. Such rest periods shall be taken

without loss of pay.

Article 16 Overtime and other Duty Related Pay

Definitions

Overtime. The hours worked as authorized and directed by the Chief of Police or his/her designee which exceed eighty (80) hours in a fourteen (14) day work cycle.

Hours Worked. The hours during which the employee is actually at work and on duty or on pre-approved annual leave.

FLSA Work Cycle. The Chief of Police shall designate a work cycle for FLSA purposes as necessary.

Overtime - Compensatory Time

Employees who have worked hours beyond the minimum established for their work cycle shall receive pay or compensatory time in accordance with the City of Lovelock Overtime and Compensatory Time policy adopted November 20, 2007 pursuant to City of Lovelock Resolution Number 2007-04. When an employee is subject to an eighty (80) hours in fourteen (14) days work cycle, any reference in the policy to forty (40) hours shall mean eighty (80) hours and any reference to work cycle shall mean a fourteen (14) day work cycle.

FLSA Compliance

The City shall make such changes in this article and any others, as well as in practice, in order to fully comply with the Fair Labor Standards Act (FLSA) and any implementing regulations thereto. The City shall notify the Association of proposed changes prior to implementation. Upon written request, the City shall meet with Association representatives to discuss the proposed changes.

Court Duty

Off-duty employees will be paid for a minimum of two (2) hours at their regular rate of pay while serving as a witness for a duty related matter as a representative of the City in response to a subpoena. All witness fees for paid court appearances shall be turned over to the City, along with travel reimbursements if the City has provided the employee a City vehicle for the travel to the court session. Should an employee be required to respond to a subpoena outside of Pershing County, the employee may elect to utilize a personal vehicle and retain all witness fees and expenses paid in lieu of payment or the two (2) hour minimum.

Call Back Pay

Call Back. When an employee is called back to duty by the Chief of Police or his/her designee after the employee has left the work place, the employee shall be credited for two (2) hours of work time plus any additional time worked in excess of the two (2) hours during which the employee is continuously engaged in assigned work. There shall be no overlapping minimum payment periods pursuant to this section.

Subsequent Call Back. If an employee completes a call back assignment in less than the two (2) hour call back period and is again called back to duty, the employee shall not receive an additional minimum two (2) hour payment for the second or subsequent call out. The employee shall continue to be paid beyond the original two (2) hours minimum call back time if the second or subsequent assignment exceeds the original two (2) hour call back period.

Off-Duty Meetings and Training

If an employee is assigned or required by the Chief of Police or his/her designee to attend a staff meeting or training session during off-duty hours, the employee shall be paid a minimum of two (2) hours. Should the staff meeting or training be scheduled less than two (2) hours before or after the employee's scheduled shift, the employee shall be paid on an hour for hour basis. Should an employee receive less than 5 days notice for a meeting or training required by this section, the employee will be compensated at the two (2) hour minimum rate.

Shift Holdover

If an employee is requested to remain at work beyond the employee's regularly scheduled shift, the employee will be paid only for those hours worked and will not receive the minimum two (2) hour call back pay.

Standby

When assigned to be on standby duty during specific hours by the Chief of Police or his/her designee, an employee shall be paid two dollars (\$2.00) for each hour so assigned. "Standby duty" is defined as any time other than time when the employee has been specifically scheduled and directed by the Chief or his/her designee, during which the employee is restricted in order to be immediately available for call to duty.

Article 17 Grievance Procedure

Definitions

Grievance. A grievance is a claimed violation, misapplication or misinterpretation of specific provisions of this Agreement which adversely affects an employee or employees of the unit who are filing the grievance. The exercise or lack of exercise of City Rights (Article 6) are specifically excluded from the Grievance Procedure.

Grievant. A grievant is an employee in the unit who is filing a grievance as defined above. Alleged violations, misapplications or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated at the discretion of either the City or the Association as a group grievance and shall thereafter be represented by a single grievant.

Process

Informal Resolution. Within seven (7) days from the event giving rise to a grievance

or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall orally discuss the grievance with the employee's immediate supervisor. The supervisor shall have five (5) days to give a response to the employee. An employee may elect to forego the informal resolution and proceed to Formal Levels, Level 1.

Formal Resolution Levels.

Level 1: If a grievant is not satisfied with the resolution proposed at the Informal Resolution level or if the employee elects to forego the informal resolution procedure, the employee may, within seven (7) days from the receipt of such response or, in the case of no informal resolution, within seven (7) days from the event giving rise to the grievance, file a formal written grievance with the employee's supervisor on a form containing a statement describing the grievance, the specific section(s) of the Agreement allegedly violated and the remedy requested. The supervisor shall within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written response to the grievant.

Level 2: If the grievant is not satisfied with the written response at Level 1, the grievant may, within seven (7) days from the receipt of such response, file a written appeal to the Chief of Police. Within fifteen (15) days of receipt of the written appeal, the Chief of Police shall investigate the grievance, which may include a meeting with the concerned parties, and thereafter give a written response to the grievant within ten (10) days.

Level 3: If the grievant is not satisfied with the written response from Level 2, the grievant may, within five (5) days from the receipt of such response, file a written appeal to the Mayor. Within fifteen (15) days of receipt of the written appeal, the Mayor or the Mayor's designee shall investigate the grievance, which may include a meeting with the concerned parties, and thereafter give written response to the grievant within five (5) days, which response shall be final and binding unless, within five (5) days, the grievant notifies the City Council of the intention to appeal the matter to an External Hearing Officer.

Grievance Provisions

If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled upon the decision rendered at the most recent step utilized.

If a supervisor or manager fails to respond with a response within the given time period, the grievant may appeal the grievance to the next higher level without awaiting a response.

The grievant may be represented by a person of the grievant's choice at any formal level of the grievance procedure.

Time limits and formal levels may be waived by mutual written consent of the

parties.

Proof of service may be accomplished by certified mail, return receipt requested, or by personal service with an affidavit or other certification that service has been accomplished.

Effect of a Grievance

The making or filing of a grievance shall not prevent the City, the Chief of Police or other authorized person from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken, even though the action may involve or be a part of the subject matter of the grievance.

Redress of Violations

Alleged violations of this Agreement shall not be grievable beyond the third step of the grievance procedure of this article.

Article 18 Disciplinary Action

The parties recognize that NRS Chapter 289 establishes certain procedures and rights applicable to bargaining unit members and to the extent the provisions of this section are inconsistent with NRS Chapter 289, the provisions of the state law shall control.

Disciplinary Action Cause

The tenure and status of every employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such reasonable standards shall be considered just cause for appropriate disciplinary action.

Disciplinary action shall be for just cause and may be based upon any of the following grounds as reasonably determined: failure to fully perform required duties, insubordination, violation of the employer's written policies or rules, unexcused absences, misuse or abuse of employer property or equipment, substandard job performance, commission of a felony or other lesser crime involving moral turpitude, on or off-duty conduct which relates to an employee's ability to satisfactorily perform his/her job, and other acts which are incompatible with the Law Enforcement Code of Ethics.

Disciplinary Action Types

When in the judgment of the Chief of Police or the employee's immediate supervisor, an employee has committed an act or omission which justifies a reprimand, demotion, suspension without pay or discharge from employment, disciplinary action may be imposed. While the concept of progressive discipline is recognized in the usual case, the Chief of Police reserves the right to initiate the type of discipline deemed appropriate to the alleged violation based upon the nature and severity of the offense without progressive discipline. The types of disciplinary action are as follows:

Oral Reprimand. An oral correction addressed to an employee by the Chief of Police or the employee's supervisor as to the propriety of an employee's action or inaction. An oral reprimand may be documented for future reference and placed in the employee's personnel file; however, the oral reprimand will be removed upon completion of the employee's next annual review.

Written Reprimand. A written criticism of an employee's conduct, usually concerning an infraction of City rules of conduct, regulations, performance or department policies and procedures. The reprimand is to be signed by the employee and the supervisor. A copy will remain with the supervisor issuing the reprimand, a copy delivered to the offending employee and a signed copy placed in the employee's personnel file maintained by the City. Upon written request of the employee, a copy shall also be forwarded to the Association. Signature by the employee shall not constitute agreement with the reprimand, but only acknowledgment of the receipt of the reprimand.

Two (2) years from the date of a written reprimand, the disciplined employee may request that the Chief of Police remove the written reprimand and the employee's response to a separate file if there has been no recurrence of similar conduct since the reprimand was issued. The Chief of Police shall determine whether the document(s) shall be removed following a meeting with the affected employee. Should the Chief of Police decide, at the Chief's sole discretion, not to remove the document(s), the Chief of Police shall, upon request of the disciplined employee, remove the documents to a separate file three (3) years from the date of the initial reprimand, provided there has been no recurrence of similar conduct since the reprimand was issued. The separate file shall be accessible only by the Chief of Police or his/her designee.

Disciplinary Leave or Suspension without Pay. Disciplinary leave without pay means a disciplinary measure providing that the offending employee is suspended from work without compensation for one (1) or more days.

Administrative Leave. There are times during an inquiry into alleged misconduct or a critical incident that it would appear to be in the best interest of the City and/or the employee to relieve the employee from duty with pay pending the outcome of the inquiry. An administrative leave shall not cause loss of compensation unless later converted to a disciplinary leave or suspension without pay. Administrative leave is not a form of discipline in and of itself, unless it has been so designated in a particular case. The Chief of Police may suspend all peace officer powers of an employee for the duration of administrative leave and the employee shall relinquish possession of their badge and identification card.

Demotion. A disciplinary demotion is a temporary or permanent reduction of an employee from a higher salary or classification to a lower salary or classification below that which was held by the employee on a regular basis.

Discharge. Termination of the services of an employee may be imposed for a gross

violation of laws, ordinances, rules and regulations; or for multiple violations of rules and regulations; or for inability or refusal to properly perform duly assigned tasks; or substance abuse or other actions which constitute cause for discharge. Discharge shall be imposed by the Chief of Police or his/her designee, and shall be by written notice to the employee. One copy of the notice shall be placed in the employee's personnel file maintained by the City. Upon written request of the employee, a copy shall also be forwarded to the Association

Minor Discipline

Defined: Oral reprimands, written reprimands and suspensions without pay for up to sixteen (16) or less hours shall be considered minor disciplinary action.

Procedure for Imposing and Appealing Minor Disciplinary Actions: Minor disciplinary actions may only be appealed by an employee who has successfully completed the initial hire probationary period for their current City employment. The following procedures shall apply exclusively to minor disciplinary actions:

Notice of Action: When the Chief of Police or the employee's immediate supervisor believes it is necessary to impose a minor disciplinary action on an employee, the supervisor shall notify the employee in writing of the decision stating the reason for the action, the regulation or rules which have been violated, the specific action to be taken and the effective date of the action.

Appeal of Minor Disciplinary Actions: Within seven (7) days from receipt of the written notification, an employee who has received a written reprimand, or short suspension without pay, but believes the discipline is unwarranted, may appeal the action to Level 2 of the Grievance Procedure of the Agreement whereupon the decision shall be final.

Severe Discipline

Defined. Demotion, suspensions without pay for more than sixteen (16) duty hours or discharge shall be considered a severe disciplinary action.

Procedure for Imposing and Appealing Severe Disciplinary Action. Severe disciplinary action may only be appealed by an employee who has successfully completed the initial hire probationary period for their City employment. The following procedures shall apply exclusively to severe disciplinary actions:

Notice of Proposed Action. Before taking severe disciplinary action, the Chief of Police or his/her designee shall serve on the employee, either personally or by certified mail, a Notice of Proposed Action, which shall contain the following:

1. A statement of the action proposed to be taken.
2. A copy of the charges, including the acts or omissions and grounds upon which the action is based.
3. If it is claimed that the employee has violated a rule or regulation of the City or the police department, a copy of the rule or regulation shall be included with

the notice.

4. A statement that the employee may review and request copies of materials upon which the proposed action is based prior to the response meeting.

5. A statement that the employee has five (5) working days to respond to the Chief of Police or his/her designee either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the Chief of Police or his/her designee.

Response Meeting. The employee upon whom the Notice of Proposed Action has been served, shall have five (5) working days to respond to the Chief of Police or his/her designee either orally or in writing before the proposed action may be taken.

1. Upon application and for good cause, the Chief of Police or his/her designee may extend the time period to respond.

2. If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the Chief of Police or his/her designee. At such meeting the employee may be accompanied by an attorney or other representative.

3. Neither the Chief of Police or designee nor the employee shall be entitled to call witnesses or take testimony at the meeting.

4. At the meeting, the Chief of Police or designee may consider information contained in the charges and recommendations and other information as well as information presented by the employee or the employee's representative.

5. If during the response meeting information which could further investigation of new charges is brought out, or if a theory constituting a new ground or occurrence as basis for discipline is alleged, the Chief of Police may suspend proceedings pending the outcome of the additional investigation and the employee shall be entitled to a reasonable continuance to respond to any new allegations.

Review/Action. At the conclusion of the response meeting or within seven (7) days, the Chief of Police or designee shall issue a decision taking or determining not to take disciplinary action and shall give written notice thereof to the employee. Such decision shall be as follows: (i) the decision shall be in writing; (ii) the decision shall state specifically the cause(s) of action; (iii) the decision shall state the effective date of the action; and, (iv) cause the order to be served on the employee. Except for discharge, the effective date of severe disciplinary action shall not be less than seven (7) days of the decision unless a shorter time is mutually agreed upon.

Severe Discipline Appeal

Appeal of severe disciplinary actions are specifically excluded from the grievance procedure. In the case of severe disciplinary actions, the following appeal procedure shall apply:

1. If an employee has requested and participated in a response meeting with the Chief of Police or designee as set forth above, the employee shall have the right to appeal the severe disciplinary action to a Discipline Appeals Board. Within

ten (10) days after receipt of the written decision, the employee may file with the City Clerk a request in writing for a hearing before the Discipline Appeals Board to determine the reasonableness of the action and setting forth the specific grounds for appeal. Failure of the employee to request in writing a hearing before the Discipline Appeals Board within the time specified and stating the grounds for appeal, shall be deemed a waiver of any further appeal process.

2. The Discipline Appeals Board shall hold a hearing within thirty (30) days after receipt of the written request for such hearing. The hearing may be private; however, the hearing must be open to the public if so requested by the employee. Each party shall have the right to be represented by legal counsel or other representation.

3. Within fifteen (15) days of the hearing, the Discipline Appeals Board, by majority vote, shall recommend to the Chief of Police to sustain, reject or modify the disciplinary action. The recommendation shall be taken under consideration by the Chief of Police, who shall within ten (10) days of receipt of the recommendation, adopt or reject the findings of the Discipline Appeals Board.

4. Within ten (10) days after the receipt of the final decision of the Chief of Police sustaining a Severe Disciplinary Action, the employee may file with the City Clerk, a request in writing for a hearing before an External Hearing Officer. Failure of the employee to request in writing a hearing before an External Hearing Officer within the time specified shall be deemed a waiver of any further appeal process.

The Discipline Appeals Board shall be comprised of three (3) members, none of whom shall be an employee of the City of Lovelock. Names shall be submitted by the City and the Association for each of the following categories: (i) a law enforcement manager with the rank of Lieutenant or above from a city, county or state agency; (ii) a law enforcement officer of the same rank as the appealing employee from a city, county or state law enforcement agency; and, (iii) a District Attorney or Assistant/Deputy District Attorney from a Nevada County. A list of three (3) names for each category shall be submitted by the City and three (3) names submitted by the Association. The City and the Association shall draw numbers to determine who has first strike on the list. The parties shall alternately strike names, one category at a time in the order of the categories listed below, to determine the makeup of the Discipline Appeals Board for the pending appeal.

Article 19 External Hearing Officer

Designation

The External Hearing Officer (EHO) shall be chosen by mutual consent of the City Council or their designee and the Association. If the parties fail to agree on an EHO, a list of five (5) shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternately strike names or potential hearing officers, with the Association striking first.

Costs

The fees and expenses of the EHO and of a court reporter, if used, shall be shared equally by the employee and the Association and the City. Each party shall bear the cost of its own representation including preparation and post hearing briefs, if any.

Effect of Decision

Decisions of an EHO on matters properly before the EHO, shall be advisory to the City Council however, if the Council overturns or fails to adopt the decision of the EHO as written, the City shall pay the costs and fees designated as "shared equally" in the "Costs" section above. Within thirty (30) days of receipt of the EHO's recommendation, the Council shall make the final decision which in its discretion it deems proper after review of the EHO's report or conducting further investigation as it sees fit. If the Council has taken no action after having been in receipt of the EHO's decision for thirty (30) days, the decision of the EHO shall be final.

Authority Limitation

An EHO shall not entertain, hear, decide or make recommendations on any dispute unless: (i) such dispute involves an eligible employee in the bargaining unit and the dispute falls within the definition of a grievance as set forth in the Grievance Procedure, and has been processed in accordance with all provisions thereof and herein; or, (ii) involves a Severe Disciplinary Action properly appealed through the Disciplinary Procedure.

No External Hearing Officer shall have the power to amend or modify this Agreement or addenda supplementary thereto or establish any new terms or conditions of employment. The EHO's authority shall be limited only to the application and interpretation of the provisions of this negotiated Agreement.

Requested remedies to create, add to, or change this written Agreement or addenda supplementary hereto shall not be grievable nor submitted to the EHO; and, no proposal to modify, amend, or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to this process. Likewise, no grievance arising out of the exercise of City Rights (Article 6) shall be submitted to this procedure.

Evidence Rules

Strict rules of evidence shall not apply. However, rules of evidence and procedures for conduct of hearings shall be guided by the standards in the American Arbitration Association Voluntary Arbitration Rules.

Closed Hearing

All hearing held by an External Hearing Officer shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

Article 20 Layoff Procedure

Eliminated Positions

If the City determines the need for a reduction in its work force, written notice of not less than two (2) weeks shall be provided to regular employees to be laid off. The Chief of Police will determine the positions to be eliminated and the employees to be laid off within each affected job class.

Layoff Order

Seniority. Initially the Chief of Police shall consider employees for layoff in the inverse order of seniority. Seniority shall be determined on the basis of uninterrupted employment with the police department in the employee's current class.

Review of Qualifications. When selecting which employee will be laid off, the Chief of Police will review the qualifications of the employee with the least seniority in the affected job class. If the Chief of Police finds an employee with less seniority has qualifications which are needed by the department and those qualifications are equal to or greater than those of an employee with greater seniority, and documented performance of the employee with lesser seniority is better than that of the more senior employee, the City may lay off the employee with the higher seniority.

Qualifications. Qualifications to be considered in determining exceptions to seniority order shall include knowledge, skill, ability and certificates required for job functions to be assigned to the remaining staff, as well as previous experience in performing the essential functions and job performance. Job performance shall be determined on the basis of the employee's record of performance as documented in employee's personnel file.

Order of Layoff. After consideration of seniority within class, qualifications and performance, any ties shall be broken by total seniority within the department.

Bumping Rights. An employee who was initially hired into a class with a lower rank than his/her current class shall have the right to bump an employee in such lower class if he/she has more seniority in the lower class. Such bumping rights may be exercised subject to the Chief of Police review of performance and qualifications outlined above.

Appeal Procedure

Notice of Appeal. In the event that an employee who has been laid off out of seniority order believes the decision based upon performance and/or qualifications is incorrect, the employee may request that the Association appeal the Chief of Police determination. If the Association finds there is good reason to believe that the Chief of Police erred in the decision, it may appeal through the process set forth in this Article. Such appeal shall be filed within five (5) working days of delivery of the lay off notice to the employee.

Appeal Review committee. When an appeal is filed, the Association shall identify two (2) persons to serve on a review committee for the appeal. The Chief of Police shall then appoint two (2) persons to the committee. Each of the persons appointed to the committee shall be familiar with the work of the police department and of the job class from which layoff is to be made. The committee shall meet within five (5) days of delivery of the Notice to Appeal to the City. It shall review the basis for the Chief of Police layoff decision and the reasons the employee believes the decision is in error. The committee shall then determine whether the Chief of Police's decision was reasonable and on that basis either confirm or reject the Chief of Police's decision. If the committee cannot reach agreement regarding the Chief of Police's decision regarding order of layoff, it shall within three (3) days of its initial meeting, request the participation of an EHO mediator. The services of the EHO mediator will be jointly requested by the City and the Association on an urgent basis. The mediator shall seek to achieve a consensus decision among the committee members. If none is reached the mediator shall become a voting member of the committee. The determination of the committee regarding the appropriate order of layoff shall be final and binding and may not be grieved or appealed.

Recall Rights

Laid off employees will have a right to return to a vacancy in the same class and department from which they were laid off. Recall shall be in inverse order of layoff.

Recall List. Employees shall remain on the recall list for one (1) year following the date of the layoff provided, however laid off employees shall be removed from the recall list if:

1. They accept recall to a position in a class at the same salary range as the position from which they were laid off.
2. They decline appointment to a position in the same department and in a class at the same salary range as the position from which their layoff occurred.
3. They fail to report for duty within fifteen (15) days of mailing of Notice of Recall to City employment.

Recall Notice. Notice of Recall or available position may be made in person or by certified mail, return receipt requested. It is the responsibility of each laid off employee to notify the Chief of Police of his/her current address.

Article 21 Peaceful Performance

Prohibitions

The parties to this Agreement recognize and acknowledge that the services performed by the City employees covered by this Agreement are essential to the public health, safety, and general welfare of the residents of the City of Lovelock. Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out or picketing in connection with a labor dispute (hereinafter collectively referred to as work

stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. The City shall not be required to negotiate the merits of any disputes which may have given rise to such work stoppage until said work-stoppage has ceased.

Association Responsibilities

In the event of any work-stoppage during the term of this Agreement, whether by the Association or by any member of the bargaining unit, the Association by its president or any other officer, shall immediately declare in writing available to the public that the work-stoppage is in violation of law and this Agreement, and is unauthorized. The Association officers shall further direct its members in writing to cease the conduct and resume work. Copies of any written notices shall be served upon the City. If the Association promptly and in good faith performs the obligations of this paragraph, and if the Association has not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this Article. However, the City shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work-stoppage activity herein prohibited, and the City shall have the right to seek full legal redress, including damages, as against any such employee.

Article 22 Full Understanding, Modification and Waiver

Full Understanding

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or agreement by the parties, whether formal or informal, written or unwritten, regarding such matters are hereby superseded or terminated in their entirety. The preceding reference to "matters...superseded or terminated..." shall not apply to those topics in the City Employee Manual not addressed herein and pertaining to members of this unit, which topics are specifically stated as covered within the mandatory scope of bargaining as listed in NRS 288.150.

Interim Bargaining

It is agreed and understood that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of the right are set forth in this Agreement.

The parties agree that during the term of this Agreement, with the exception of a mutually agreed upon modification as provided herein, the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement.

Modification

Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented the Chief of Police and/or the City Council.

Waiver

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 23 Savings Clause

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

Article 24 Term

The City and the Association agree that the term of this Agreement shall commence at 12:01 a.m. July 1, 2014 and expire at midnight on June 30, 2015, and shall be negotiated in good faith thereafter. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be effective as of the date of the change and implemented as of such date upon formal adoption by the Council.

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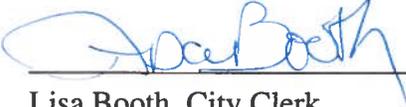
THIS AGREEMENT is executed effective as of July 1, 2014.

CITY:

ATTEST:



Michael R. Giles, Mayor



Lisa Booth, City Clerk

ASSOCIATION:



Charles Lanier, President