AGREEMENT BETWEEN

THE CITY OF CRETE, NEBRASKA
&
FRATERNAL ORDER OF POLICE, LODGE #74

For the period of:

October 1, 2026 - September 30, 2027

AGREEMENT

This Agreement by and between City of Crete, Nebraska (hereinafter referred to as "City" or "Employer") and Fraternal Order of Police Lodge No. 74 (hereinafter referred to as "Union or "FOP") is for the purpose of setting forth the agreement between the parties concerning wages, hours and working conditions for certain employees of the City described below, establishing a mutually agreeable means of resolving grievances without work stoppages, and achieving the highest level of employee performance consistent with safety, good health and sustained effort.

ARTICLE 1
UNION RECOGNITION

Bargaining Unit. The Employer recognized the Union as the bargaining representative for all employees in the job classifications of: Lieutenant, Sergeant, Patrol Sergeant and Officer, at the City of Crete Police Department, excluding the positions of Chief, Captain, Code Enforcement Officer, and Administrative Assistant.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Reservation of Management Rights. All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer.

Section 2. Listing of Management Rights. The City reserves the right to operate and manage all operations of the City including the City Police Department and to direct the activities of the employees in the bargaining unit covered by this Agreement in accordance with the City of Crete Police Department Standard Operating Procedures as amended from time to time. The rights reserved by the City include, but are not limited to the right: (1) to plan, direct, control, reduce and terminate operations; (2) to determine the nature of services to be supplied and to determine the extent to which such services will be provided by its employees; (3) to determine the scheduling of service and the methods, processes and means of service; (4) to hire, select, assign (and prepare written job descriptions to document such assignments and to modify and amend such written job descriptions from time to time as may be necessary), appraise the performance of employees, transfer, or promote employees; (5) to promulgate and enforce reasonable rules; (6) to establish drug, alcohol and controlled substance testing in accordance with D.O.T. and/or City of Crete Policy; (7) to relieve employees from duty because of lack of work; and (8) to introduce any new or improved methods or facilities.

ARTICLE 3
WORK STOPPAGES

Section 1. Prohibition of Work Stoppages. There shall be no lockouts, strikes, slowdowns, work stoppages or interferences with production, including sympathy strikes or boycotts, for any reason whatsoever during the period of this agreement. The Union and the Employer specifically acknowledge and agree to comply with the requirements of Neb. Rev. Stat. § 48-821 and agrees that

neither the Union nor any of its members in the bargaining unit will violate Neb. Rev. Stat. § 48-821.

Section 2. Union Obligations. The Union, its officers, agents and members agree to comply with all of the requirements of Neb. Rev. Stat. § 48-821. If any unauthorized activity in violation of Neb. Rev. Stat. §48-821 occurs or is threatened, the Union agrees to use every means at its disposal to disavow, prevent and terminate such activity in order to preserve the continuity and efficiency of the service provided by the Crete Police Department.

ARTICLE 4
NONDISCRIMINATION

Section 1. Prohibition of Discrimination. All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, religion, color, creed, protected age, disability, veteran status, national origin or political affiliation or any other prohibited basis under applicable local, state, and federal law.

Section 2. Gender References. All references to employees in this Agreement designate both sexes, and whenever the male or female gender is used, such term shall be construed to include both male and female employees.

Section 3. Union Membership. The Employer and the Union agree not to intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees to form, join or assist the Union or to refrain from any such activities.

ARTICLE 5
UNION DUES CHECKOFF

Section 1. In General. The City shall deduct monthly FOP dues from the pay of each Employee covered by this Agreement, provided at the time of such deduction there is in the possession of the City Clerk a current, unrevoked, written assignment, executed by the Employees in a form designed by the FOP. Dues deductions for new members shall begin the first full pay period following the submission of the form to the City Clerk. Such authorization may be revoked by the Employee at any time given written notice thereof to the City Clerk.

Section 2. Pay Periods. Such authorized deductions shall be made on the first two pay periods of each month and will within ten (10) days be remitted to the FOP account with notification to the designated FOP official. The FOP shall advise the City in writing of the name of such official.

Section 3. Continuation. Previously signed and unrevoked written authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days.

Section 4. Deduction Authorization. If the City Clerk receives an Employee revocation or authorization on or before the eighth (8th) day of the first payroll period of the calendar month, no deduction will be made from that payroll period or subsequent payroll period. 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 for subsequent payroll periods.

Section 5. Notice. At the time of the execution of the Agreement, the FOP shall advise the City in writing of the exact amount of the regular FOP dues utilizing a dollar or percentage figure. If at any time the FOP changes the dues amount, the FOP shall notify the City in writing and the new amount of dues shall begin the first pay period of the following month.

Section 6. Indemnification. The City shall not be liable for remittances of payment of any other sum than those constituting actual deductions made, and if for any reason it fails to make a deduction for any Employee as provided above, it shall make that deduction from the Employee's next pay period in which FOP dues are normally deducted after written notification to the City of the error. If the City makes an overpayment to the FOP, the City will deduct that amount from the next remittance to the FOP. The FOP agrees to indemnify and hold the City harmless against all claims, lawsuits, 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 this Article.

ARTICLE 6
BULLETIN BOARD AND MEETING SPACE

Section 1. Bulletin Board Designation. The City shall permit the FOP to use one bulletin board, located in the entry room off of the garage, for posting FOP notices. Only the FOP President and his/her designee shall be permitted to post or remove notices. The FOP shall be permitted to keep two (2) file cabinets within the police facility, at the expense of the FOP. The file cabinets shall be clearly marked with their locations agreed upon by the Police Chief and FOP President.

Section 2. Bulletin Board Materials. Materials posted shall concern elections, meetings, reports and other official Union business or notices of social and recreational activities, but no material will be posted of a political nature; nor shall any material derogatory to the Employer or any other employees be posted. All material posted on the bulletin board shall either be on Union stationary or otherwise authenticated and shall be authorized on its face by an officer of the Union. No material may be posted on the bulletin board until it has been approved by the Chief of Police as having met the requirements of this section.

Section 3. Meeting Space. The Union shall be entitled to use the Crete Police Department meeting room in the basement of the Department to hold Union meetings on a reasonable basis, including meetings to discuss negotiations, if the Union provides the Chief of Police on a reasonable basis with a reasonable amount of notice. The Chief will not withhold use of the room unreasonably.

ARTICLE 7
FUNERAL LEAVE

Section 1. Benefit. In the event of a death in the immediate family of an employee covered by this Agreement, the Employer will grant time off with pay of three (3) days for making arrangements for and/or attendance at the funeral of such family member. The immediate family shall include the following persons: spouse, domestic partner, parents, step- parents, mother in-law, father in-law, children, step-children, grandchildren, siblings, and brother-in-law and sister in-law. The term "domestic partner" shall be that person that qualifies as such under the definition of domestic partner currently codified in the Office of Personnel Management Regulations, 5 C.F.R. § 875.213.

In the event of a death in the secondary family of an employee covered by this Agreement, the Employer will grant time off with pay of one (1) day for making arrangements for and/or attendance at the funeral of such family member. The secondary family shall include the following persons: grandparents, aunts, uncles, nieces and nephews.

Section 2. Verification. An employee must be on the current payroll as of the date of the death of the member of the immediate or secondary family in order to qualify for the benefit and must notify his supervisor not later than the first (1st) day of such absence.

When requested, the employee must furnish proof satisfactory to the City of the death, the relationship to the deceased, the date of the funeral, and/or the employee's actual attendance at such funeral.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 1. For purposes of this agreement, a contract grievance is defined as any dispute concerning the interpretation or application of a provision of this agreement. All other grievances shall follow City Policy as written on the date this contract is signed and adopted.

Section 2. The Union and any member of the bargaining unit shall be authorized to file a grievance. When the Employer receives a grievance filed by an Employee without the Union assistance, the Employee shall notify a designated Union representative. A Union representative shall have the right to be present at any discussion between the Employer and Employee regarding the grievance.

Section 3. Informal Step. The Union or Employee may initially discuss the grievance with the Chief of Police in order to informally resolve matters as quickly as possible. In the event a satisfactory settlement is not reached, the following procedure shall be available to the Union or aggrieved Employee.

Step 1. The Union or any Employee shall file a grievance, in writing, to the City Administrator. Such grievance must be filed within ten (10) working days from the date the Grievant became aware of the event giving rise to the grievance or the grievance will be presumed to have been waived. The City Administrator will advise the Mayor and will respond, in writing, within ten (10) working days of receipt of the written grievance. The City Administrator, Union and Grievant may meet to discuss the grievance prior to the City Administrator making a decision.

Step 2. Within ten (10) working days after receiving the decision of the City Administrator on the grievance, the Union or Grievant, if still dissatisfied with such decision, may appeal the decision by presenting the grievance in written form to the City Council. The City Council shall respond in writing to the Grievant within ten (10) working days after receiving the grievance. The City Council's written response must include his reason(s) for the decision.

Step 3. Within thirty (30) calendar days after receiving the written decision by the City Council on the grievance, the Union or Grievant, if dissatisfied with such decision, may submit the grievance to a court of competent jurisdiction.

Section 4. The time limits provided for in this grievance procedure shall be strictly construed and the failure of any party to meet the time limits stated in this grievance procedure relative to the submittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at previous step, or shall constitute a withdrawal of the grievance, whichever is appropriate. In the event that the Employer fails to answer a grievance within the time specified, the grievance may be processed to the next higher level and the same time limits shall apply as if the Employer's answer had been timely filed on the last day.

Section 5. The Employer and the Union or Grievant, by mutual agreement in writing may extend time limits or waive any or all of the steps cited above.

ARTICLE 9
OVERTIME

Section 1. Overtime for Sergeants and Officers. Sergeants and Officers working beyond forty (40) hours in any one work week shall be paid overtime pay at a rate of one and one-half times the regular hourly rate of pay of such employee. The City reserves the right to enact the 207(k) exemption for law enforcement employees in the unit. In the event, the City implements 29 U.S.C. § 207 (k), Sergeants and Officers working beyond the hours specified by the City that are consistent with the parameters provided in 29 C.F.R. § 553.230 will be paid overtime at a rate of one and one-halftimes the regular hourly rate of pay of such employee. However, the City shall provide the FOP with a 60-day notice prior to any such implementation.

Section 2. Compensatory Time. The Employer shall maintain a compensatory time bank for each bargaining unit employee. At the end of the two week pay period, Employees shall denote on their time card what overtime hours they wish to have placed in Compensatory Time Bank, and which overtime hours are to be paid by payroll for that pay period. If there is no denotation on the time card, then all overtime hours will be paid out by payroll.

Section 3. Use. Any employee that has accrued compensatory time, shall be permitted to use such time off within a "reasonable period" after making the request, if such use does not "unduly disrupt" the operations of the agency.

Section 4. Bank Maximum. The maximum amount of compensatory time which may be carried in any employee's compensatory time bank shall be 128 hours. Should the employee's Compensatory Time Bank reach its maximum accumulation, then all overtime hours shall be paid out by payroll until such time as the employee uses compensatory time to reduce the comp time bank amount. Upon termination of employment, the employee shall be paid for all compensatory time at the employee's current rate of pay.

Section 5. Hours Worked. Holiday hours, vacation hours, funeral leave hours, sick leave hours and compensatory time hours shall not be treated as hours worked for the purposes of calculating overtime.

ARTICLE 10
WAGES

Section 1. Wages.

A. Pay Grid. The pay grids to be utilized during the term of this Agreement are attached hereto as Appendix A.

All hourly wage amounts shall be included in any computations for overtime.

B. Placement. New employees may be placed at any step on the pay plan at the time of hire. If an employee is initially placed on a step that is higher than the initial step, the length of pay plan step shall remain the same as the pay plan provides. However, the probationary period for that employee shall be 6 months for an officer with the discretion to extend said probationary period for up to 6 additional months, and 4 months for a Sergeant. Promoted employees shall be placed on a step at the higher rank which is not less than 5% above their current rate of pay and will advance a step on the promotion anniversary.

C. Movement in Steps. Employees shall progress in the pay plan based on the years of service to the City. The first step for Officers shall last a minimum of 6 months. Thereafter, all remaining steps shall last a maximum of 1 year. The first step for Sergeant if an outside hire shall be six months, the first step for an officer internally promoted to Sergeant shall be a probationary period which shall last 4 months. Thereafter, all remaining steps shall last a maximum of 1 year.

D. The Department Head, with the Administrator's approval, may advance an employee two (2) steps one time during the employee's tenure.

Section 2. Call Back Pay. Bargaining unit employees called back to work after completing their regular shift and being off duty before being called back to work shall be paid a minimum of two hours call back pay at one and one halftimes the regular rate of pay for that employee or one and one-half (1-1/2) times the actual hours worked, whichever is greater.

Employees required to work on a regularly scheduled day off shall be paid a minimum of two (2) hours at one and one-half (1-1/2) their regular rate of pay or one and one-half (1-1/2) times the actual hours worked, whichever is greater.

Section 3. Court Pay. Bargaining unit employees notified or subpoenaed to appear at court proceedings on a regularly scheduled day off or outside their regularly scheduled work hours, shall be paid a minimum of two hours' court pay at one and one-half times their regular rate of pay or one and one-half (1-1/2) times the actual hours worked, whichever is greater, if the employee is actually present in court or is already on their way to court from home. Bargaining unit employees who are notified or subpoenaed to appear at court proceedings on a regularly scheduled day when such proceedings run into or extend past their regularly scheduled shift, the employee shall be paid at a rate of one and one halftimes their regular rate of pay only for those hours before or after their regularly scheduled work time.

ARTICLE 11
VACATION

Section 1. Eligibility. All bargaining unit employees are eligible to accrue vacation benefits from the outset of employment. Probationary employees shall not be permitted to use vacation without express permission from the Chief of Police.

Section 2. Benefit. The accrual rate for paid vacation to be made available to eligible employees, prorated biweekly, shall be:

A.	From start of employment through the end of 24 months	80 hours
B.	From the beginning of 25th month through end of 48th month	100 hours
C.	From the beginning of the 49th month through end of 108th month	120 hours
D.	From the beginning of the 109th month through end of 144thth month	130 hours
E.	From the beginning of the 145th month through end of 168th month	140 hours
F.	From the beginning of the 169th month through end of 204th month	150 hours
G.	From the beginning of the 205th month through end of 240th month	160 hours
H.	From the beginning of the 241st month through end of 276th month	170 hours
I.	From the beginning of the 277th month through end of 300th month	180 hours
J.	From the beginning of the 301st month through end of employment	185 hours

Section 3. Usage. To accommodate scheduling requirements, eligible employees must request vacation time in advance, in writing as follows: seniority will apply when two (2) or more employees submit vacation requests at the same time. Once scheduled, employees will not be able to use rank or seniority to replace an employee already scheduled for vacation.

A. Police Officers must obtain the approval of the Patrol Sergeant;

B. Police Sergeants and Lieutenants must obtain the approval of the Police Chief;

Section 4. Accumulation. The maximum number of vacation hours which may be accumulated by an eligible employee is 281 hours. All hours above 281 shall be forfeited.

Section 5. Vacation Hours. Vacation hours are not considered as hours worked in the computation of overtime.

Section 6. Separation. Employees separating from employment due to resignation, dismissal, retirement or death will be paid 100% of all accrued but unused vacation pay, up to the maximum accumulation allowed as provided in Section 4 above.

ARTICLE 12
TUITION REIMBURSEMENT

Tuition reimbursement for continuing education will be available to all full-time employees after six (6) months of employment subject to the following guidelines, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties.

Employees are required to receive approval from the Chief of Police and City Administrator

to receive reimbursement. Employees shall complete a "Tuition Request Form".

Reimbursement shall include books, fees, and tuition cost only, based on the following scale:

A or B - 100%
C - 85%
D or F - 0%

ARTICLE 13
SICK LEAVE

Section 1. Qualifications. Sick leave shall be granted to employees in the bargaining unit for any of the following reasons:

A. Personal illness or injury creating an incapacity to work.

B. A quarantine of the employee in accordance with community health regulations.

C. An appointment with a doctor or dentist.

D. An illness, medical appointment, or condition of an immediate family member which requires the employee's presence. Immediate includes the employee's Mother, Father, Spouse, in-laws, Children, Brother, Sister, and Grandchildren.

Section 2. Benefit. Sick leave shall accrue for bargaining unit employees from their initial date of employment at the factored hourly equivalent of 8.25 hours per month of service.

Section 3. Maximum Accumulation. Bargaining unit employees may accumulate up to 99 l hours of sick leave. Any sick leave accrued beyond that maximum level shall be forfeited.

Section 4. Notification. An employee on sick leave shall report to his/her supervisor whenever possible, at least one hour before the work shift when he or she will be absent. The employee shall keep the supervisor informed of his or her need for sick leave and anticipated date for return to work.

Section 5. Separation. Employees separating from employment due to resignation or dismissal will not receive any payout of sick leave hours upon separation of employment.

Employees separating due to retirement as defined by the City of Crete Police Pension Plan, or death will be paid fifty percent (50%) of accumulated sick leave. Upon the death of an employee, the employee's estate will be paid 50% of all unused sick leave regardless of years of service.

ARTICLE 14
HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit shall be entitled to holiday pay benefits from their date of hire.

Section 2. Holidays. Bargaining unit employees will earn the number of holidays that are provided to the City of Crete employees at large, on the days that those holidays actually fall. (The pay shall be based on the number of hours the employee is ordinarily scheduled to work).

The following are the Holidays for all employees:

- New Year's Day, January 1
- Martin Luther King Jr. Day, Third Monday in January
- President's Day, Third Monday in February
- Spring Holiday, Monday after Easter
- Memorial Day, Last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Day after Thanksgiving, Fourth Friday in November
- Christmas Eve, December 24 one half (1/2) day
- Christmas Day, December 25

Section 3. Holiday Pay. Employees who actually work on holidays shall receive pay at one and one-half (1-1/2) times their regular rate for the hours worked in addition to the regular holiday pay received by all employees.

Section 4. Overtime. Holiday pay hours shall not count as hours worked for the purposes of overtime.

Section 5. Flex/Comp Time. The City reserves the right to flex holidays. Employees may voluntarily flex holidays. Employees may place the flexed holiday benefit hours into their comp bank.

ARTICLE 15
HEALTH INSURANCE

Section 1. The City agrees to provide single and family coverage health and life insurance benefits to permanent full-time employees in the bargaining unit pursuant to the City of Crete's health insurance program.

Section 2. The City reserves the right to modify plan benefits, insurance carriers, third party administrators, and otherwise make changes and modifications in the health insurance benefits provided to employees in the bargaining unit during the life of this contract.

Section 3. The City shall pay 85% of the premium for Family coverage; the employee shall

pay 15% of the premium. The City shall pay 100% of the premium for single coverage.

ARTICLE 16
OTHER INSURANCE

Section 1. Dental Insurance. The City agrees to provide dental insurance coverage to bargaining unit employees and their family provided to City employees at large, but shall pay the same percentage of premiums that it pays for unit member's health care.

Section 2. Life Insurance. The City will provide life insurance coverage for bargaining unit employees of $25,000 and the City agrees to pay 100% of the premium for such. The beneficiary shall be determined by the Employee. In the absence or death of the beneficiary, the full amount will be paid to the Employee's estate. Benefits will be paid for any on or off-duty death in which a policy benefit is paid.

Section 3. Vision Insurance. The City agrees to provide employees with the option for vision insurance with employees selecting such coverage to pay 100% of the cost through a payroll deduction.

Section 4. Short Term Disability. The City agrees that bargaining unit members shall be provided the short-term disability policy issued by an insurance company approved by the City Council to provide coverage for City employees. The weekly benefit provided by this policy is 66 2/3% of the average weekly wage or a weekly maximum of $1,200.00, whichever is less.

Employees shall not be required to use vacation or compensatory time before accessing short term disability insurance coverage or during any period of time that one is receiving short term disability insurance coverage.

Section 5. Long Term Disability. The City agrees that bargaining unit members shall be provided the long-term disability policy issued by an insurance company approved by the City Council to provide coverage for City employees. The monthly benefit provided by this policy is 66 2/3% of the average monthly wage or a monthly maximum of $4,000.00, whichever is less. Employees shall not be required to use vacation or compensatory time before accessing long term disability insurance coverage or during any period of time that one is receiving long term disability insurance coverage.

Section 6. Continuation of Benefits. The City agrees to continue paying all full-time employee benefits to include accumulation of vacation and sick leave, all health, dental and required life insurance premiums, as well as any other benefits set out in this agreement for a six (6) month period for any Employee who is off work due to an injury or illness covered under (a) Short Term Disability, (b) Long Term Disability or (c) while the Employee is on paid administrative leave. Thereafter, the City shall continue to pay 50% of the full-time employee benefits for a period of six (6) additional months. The City agrees to continue paying all full-time employee benefits to include accumulation of vacation and sick leave, all health, dental and required life insurance premiums, as well as any other benefits set out in this agreement for a twelve (12) month period for any Employee who is off work due to an injury or illness covered under Workers Compensation. The employee shall be entitled to use any available sick leave, vacation leave, or compensatory leave to supplement all pay and benefits to reach the 100% level of his or her pay and benefit levels. At all times, the employee will be responsible for their contributions to benefits and all voluntary policies that are paid through

payroll deductions.

ARTICLE 17
LEAVES OF ABSENCE

Section 1. Family and Medical Leave. Eligible bargaining unit employees shall be provided leave under the FMLA and the City reserves the right to require employees to substitute paid leave for any unpaid leave provided under the FMLA. If required to substitute paid leave, the employee's sick leave will be expired first.

Section 2. Military Leave. The City agrees to provide military leave to bargaining unit employees in accordance with federal and state law.

ARTICLE 18
PROBATIONARY PERIOD

Section 1. All non-certified employees in the bargaining unit shall serve a probationary period of six (6) to twelve (12) months from date of graduation from the Nebraska Law Enforcement Training Center not to exceed twenty four (24) months from time of hire. Certified officers shall serve between six (6) and twelve (12) months probation from time of hire according to Article 10. During this period, an employee shall be subject to termination with or without cause, and without due process. Promoted employees shall serve a four (4) month probation.

Section 2. No probation period other than those outlined above may be instituted.

ARTICLE 19
UNIFORMS

Section 1. Benefit. All uniform and equipment items provided by the City shall remain the property of the City and must be returned to the City upon termination of employment. The City will be responsible for replacement of supplied uniform and equipment items if unserviceable due to normal wear or on-duty damage. All uniform and equipment items are subject to the approval of the Chief of Police.

Section 2. Uniforms. The City shall provide each employee with uniforms if the employee is required to wear a uniform. Uniform items shall include, but are not limited to: shirts, cargo pants, winter coat, baseball cap, rain jacket, nametags, and other insignia, as appropriate for position and rank, etc. The City shall also provide a badge of office to sworn officers.

Section 3. Equipment. The City shall provide each employee with the individual equipment necessary to perform their respective duties. Individual equipment items for sworn officers shall include, but are not limited to: a whistle, police baton, handcuffs, flashlight, a primary weapon (pistol), a patrol rifle, ammunition magazines, ammunition, body armor, belt, external vest carrier, etc. The City shall provide training ammunition as approved by the Chief of Police.

Section 4. Employee Obligation. The employee shall maintain uniforms and equipment

items in good condition. The employee shall maintain a neat appearance. Upon separation from employment, each employee shall return all uniforms and equipment items provided by the City. The employee may be responsible for replacement of supplied uniform and equipment items if unserviceable for reasons other than normal wear or on-duty damage. The employee shall not wear any uniforms items while off-duty except as required to travel to or from work or as otherwise approved by the Chief of Police. The employee shall provide and maintain all black footwear (shoes or boots as preferred by the employee) and all underwear (all visible underwear worn by sworn officers shall be black in color). Sworn officers who wish to carry a secondary pistol may do so at the consent of the Chief of Police and at their own expense.

ARTICLE 20
SENIORITY

Section 1. Seniority shall be based on continuous length of full-time service with the Crete Police Department without a break or interruption. The seniority of an employee is determined by the length of fulltime service computed in years, months and days from the beginning of his/her last continuous employment. Leaves of absence, leaves without pay, layoffs or suspensions for disciplinary reasons all for ninety (90) calendar days or less shall not constitute a break or interruption of service within the meaning of this section. Military Leave does not constitute a break or interruption of service with the Employer

Section 2. A list of Employees arranged in order of seniority shall be maintained and made available for examination by Employees. The list will be revised and updated at the end of each fiscal year.

Section 3. Where two (2) or more Employees in the same classification are appointed on the same date, their seniority standing shall be determined based on their placement on the hiring list.

ARTICLE 21
OUTSIDE EMPLOYMENT

Section 1. Employees shall be entitled to engage in outside employment provided the duties of the outside employment do no constitute a conflict of interest nor conflict with employee's performance of duties with the City and responsibility to the City. The Chief of Police shall decide whether a conflict of interest exists. Duties with the Employer and responsibility to the City shall take priority over outside employment.

Section 2. An employee must notify the Chief of Police, in writing of any request for outside employment. Failure to do so, could result in disciplinary action including the loss of permission for outside employment. Employees shall not wear or use the Employer's provided clothing or equipment, with the exception of bulletproof vests, during any outside employment without the written permission of the Chief of Police. All outside employment shall be governed by the Police Department Standard Operating Procedures.

Section 3. Employees shall be allowed to work up to twenty (20) hours a week at outside employment.

ARTICLE 22
REDUCTION IN FORCE AND RECALL

Section 1. In the event of a reduction of the work force, entry level probationary Employees shall be laid off first. All other Employees shall then be laid off by inverse seniority with the least senior Employee being laid off first. No regular Employee shall be laid off while there are provisional, probationary, part-time, or seasonal Employees working in the same classification.

Section 2. When a layoff becomes necessary, the Employer will notify the FOP and individual in writing with as much notice as possible, but not less than thirty (30) days.

Section 3. An Employee whose position has been eliminated by such a reduction may request the Mayor to be considered for retention in another City position. The request shall be in writing, within ten (10) work days of the notice of the determination to eliminate the Employee's position.

Section 4. The names of Employees who have been laid off shall be placed on a recall list, maintained by the Employer. The Employer shall rehire in the reverse order of layoff, provided, such Employees are otherwise qualified to perform the duties of the position. No new Employees will be hired by the Employer as long as there are Employees laid off whom have seniority. Recall shall be a registered letter to the Employee's last known address. It shall be the Employee's responsibility to notify the Employer, in writing, of a change of address. If the Employee does not respond in fourteen (14) calendar days, or denies the recall, that Employee's name shall be deleted from the recall list.

Section 5. Employees who have been laid off shall have recall rights for two years from the date of their layoff.

Section 6. The Employer will make its best efforts to assist laid off Employees with maintaining their certifications while the employees are laid off.

ARTICLE 23
PERSONNEL FILES

Section 1. Each Employee shall, upon request, have the right to review his or her personnel file during regular business hours.

Section 2. No record of complaints, allegations, personnel action taken, or any disciplinary action pertaining to an Employee shall be kept by the Employer in any location other than the personnel file maintained by the Employer in any location other than the personnel file maintained by the City at City Hall.

No record of complaints determined to be unfounded or without merit will be kept in an employee's personnel file for more than 2 years from the date of the complaint.

ARTICLE 24
DISCIPLINE

All discipline will conform to the City of Crete Civil Service Commission Rules and Regulations and Civil Service Code as amended and approved when needed.

ARTICLE 25
SAVINGS CLAUSE

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions to this agreement shall remain in full force and effect for the duration of the agreement.

ARTICLE26
DURATION

This agreement shall remain in full force and effect until a successor agreement is reached or a ruling is entered by the CIR setting the wages, benefits, and conditions of employment. The parties agree that during the term of this Agreement, neither party shall file a case to determine the propriety of the wages provided herein under the terms of Section 48-818 (a.k.a. a "wage case") in the Commission of Industrial Relations. Nothing in this language shall prohibit the parties from filing grievances, prosecuting those grievances through appeal to the appropriate court, or filing actions for breach of contract, or filing prohibited practice or representation actions in the Commission of Industrial Relations.

FRATERNAL ORDER OF POLICE, LODGE #74

_____

President

Date

_____

Secretary

Date

_____

Appointing Authority

Date

CITY OF CRETE, NEBRASKA

_____

Mayor

Date

_____

City Clerk

Date

APPENDIX A
HOURLY WAGE RATES

Officers							
Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
$ 28.67	$ 29.81	$ 31.01	$ 32.25	$ 33.54	$ 34.87	$ 36.28	$ 37.72

Sergeants							
Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
$ 34.18	$ 35.21	$ 36.26	$ 37.34	$ 38.46	$ 39.63	$ 40.81	$ 42.04

Lieutenants							
Step 1	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**	**Step 7**	**Step 8**
			$ 37.80	$ 39.38	$ 40.95	$ 43.58	$ 45.15