



COLLECTIVE BARGAINING AGREEMENT

CITY OF HASTINGS, NEBRASKA

and

**FRATERNAL ORDER OF POLICE
LODGE 9**

**Fiscal Year 2024 – 2025
Fiscal Year 2025 – 2026
Fiscal Year 2026 – 2027**

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THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the CITY OF HASTINGS, NEBRASKA, a Municipal Corporation, hereinafter called "City" and the FRATERNAL ORDER OF POLICE LODGE 9, hereinafter called "Union".

ARTICLE 1 – STATEMENT OF PURPOSE

Section 1. Recognition

The City recognizes the Union as the sole and exclusive collective bargaining representative of all sworn full-time police officers, corporals, and sergeants of the Hastings Police Department.

Section 2. Definitions

The term "full time" means any employee in a position which requires a total combined eighty (80) hours of work scheduled in a two (2) week payroll period.

The term "employee" as used elsewhere in the Agreement means individuals employed in those job classifications which are included in the recognized bargaining unit as set forth in Section 1 hereof.

Section 3. FOP Recognition

The City recognizes the Union as the sole collective bargaining agent in regard to wages, hours, and working conditions for all sworn full-time police officers, corporals, and sergeants of the Hastings Police Department.

Section 4. Common Goals

The Union recognizes the responsibility imposed on it as the exclusive bargaining agent for the covered employees of the Hastings Police Department. The Union therefore agrees that it will cooperate with the City and support its efforts to assure a full day's work on the part of its members and that it will combat "absenteeism". It further agrees that it will support the City in its efforts to eliminate waste and conserve materials.

Section 5. Membership Limitations

While the Union is free to seek membership on and off City premises during the free time of an employee, the Union, its officers, and members shall not intimidate, threaten, or coerce employees into joining the Union or continuing membership therein.

Section 6. Membership Rights

The City by the same token hereby states, affirms, and acknowledges the right of the Union to seek membership of the City's employees during their free time, and the City and Union further agree and affirm such organizing work on the free time of the employees will be free of any intimidation, coercion, or threats on the part of the City, its administration, or the Union.

Section 7. Violations

If any section of this Agreement becomes in violation of the laws of the United States or the State of Nebraska, the parties shall immediately renegotiate the section to eliminate the violation. The aim of the parties shall be to return the parties to the benefit of the bargain reached in the initial negotiation process.

ARTICLE 2 – NON-DISCRIMINATION

Section 1. Prohibition of Discrimination

The Union and the City fully agree that no partiality and/or discrimination shall be shown against anyone on the basis of race, creed, color, national origin, protected age, ancestry, sex, disability, veteran status, political affiliation, religion, or union or non-union membership.

Section 2. Americans With Disabilities Act

In order to allow the City to deal directly with disabled employees and to maintain confidentiality as required by the ADA, the Union hereby waives its right to bargain over any and all aspects of the City's efforts to comply with the ADA with respect to employees in this bargaining unit. This waiver shall include, but is not limited to, the City's direct dealing with employees with respect to accommodations and the obligation of the City to maintain confidentiality with respect to medical conditions or medical histories under the ADA.

ARTICLE 3 – HOURS OF WORK AND OVERTIME

Section 1. Shifts

Sworn personnel will be assigned to permanent shifts and may be scheduled for a twelve (12) hour shift, ten (10) hour shift, or an eight (8) hour shift, with a total combined eighty (80) hours of work scheduled during a two (2) week payroll period. Patrol shifts shall be twelve (12) hours in duration. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. The work period is being adopted pursuant to section 207(k) of the FLSA and 29 C.F.R. part 553. Work performed in excess of eighty (80) hours within any fourteen (14) day work period shall be compensated for at the rate of time and one half. No time shall be considered work time unless the employee is scheduled or required to work and does report for work and works as required.

The Union and the City agree that personnel who work an extra detail, which are reimbursed by a third party, shall be compensated at their normal overtime rate regardless if the employee uses vacation, holiday, or compensatory time for that day.

The City may alter the lengths of shifts seasonally or to enable special work details. Except in a public safety emergency or during training, the City agrees to provide fourteen (14) days notice of shift alterations and will alter shifts on less notice only with the mutual consent of the Chief, or the Chief's designee, and the affected employee(s).

Section 2. Night Shift Differential

Officers who work the majority of their assigned shifts between the hours of 1600-0600 hours shall receive differential pay of one dollar and twenty-five cents (\$1.25) added to their base pay rate.

Section 3. Minimum Call Back

If an employee is called to duty during their time off, they shall be paid for a minimum of two (2) hours at the rate of time and one-half, or one and one-half the times the actual time worked, whichever is greater commencing upon the employee's arrival at the specified or assigned duty station. However, if the call back time is due to a telephone or virtual conference only, and the transaction can be completed from the employee's point of origin, the employee shall be paid for a minimum of one (1) hour at the rate of time and one-half, or one and one-half the times the actual time worked, whichever is greater.

Section 4. Guaranteed Overtime

Employees who are called to work due to: a shift shortage or emergency, to testify in court, to attend department meetings, to attend pre-trial conferences, or any mandatory job related purpose on a day that they are not scheduled to work will be paid a minimum of two hours at the rate of time and one-half or one and one-half the times the actual time worked, whichever is greater regardless if vacation, holiday, compensatory, or sick time is used during that pay period.

Overtime hours accrued for FTO's, OIC's, late calls, report writing, etc. will be deducted from any, holiday, sick, or compensatory time the employee takes during the pay period.

Section 5. Training Hours

Time in attendance during certification at the Nebraska Law Enforcement Training Center and during the Hastings Police Department's Field Training Program shall be compensated at straight time.

Section 6. Standby pay

Employees who are assigned to be on call as part of a regularly-scheduled rotation and are required to carry a cellular phone in order that they will be available for duty within a sixty (60) minute response time shall receive a standby pay supplement. The amount of the supplement pay shall be one (1) hour of overtime pay, at the rate of time and one half, for every 24 hours. In the event that an employee has less than 80 hours of time worked, these hours will be counted as regular time worked. Employees who are required, by direction of the Chief of Police, to carry their personal cellular telephone shall receive a supplement of twenty (\$20) dollars per month.

Section 7. Changes in Work Schedule

The City may establish and change the beginning and ending times of shifts. Assignment to those shifts shall be on a permanent basis. Each employee shall have the privilege to select the shift to which they shall be assigned. In the event that the number of employees seeking assignment to any shift exceeds the available positions, assignment will be determined by seniority. Any employee, upon their request may, with the approval of the Chief, be reassigned to a different shift if (a) there is an available position, or (b) there is a position in that shift filled by an employee having less seniority than the employee seeking reassignment, in which event the employee with the least seniority in that shift shall be removed and reassigned to another shift by the Chief. Any employee who is reassigned upon their request to a different primary shift (day, evening, and/or night shift) shall not be entitled to seek reassignment to a different, primary shift until at least one (1) year shall have elapsed. However, the Chief may assign any employee to any shift when the Chief determines that it is in

the best interests of the department to do so. The Chief shall give any employee notice of reassignment at least three (3) days before it shall become effective.

Section 8. Compensatory Time

In lieu of payment of overtime hours worked, the employee may elect to take compensatory time off. One and one-half (1 ½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday.

Compensatory time may be accumulated up to a maximum of ninety-six (96) hours.

Each fiscal year during the term of this Agreement, an employee may elect to cash in a maximum of forty-eight (48) hours of compensatory time, subject to the following procedure:

- A. Prior to August 31 of each fiscal year, the employee must turn in Notice of Intent to the Human Resource Department of the number of hours, not to exceed forty-eight (48), of compensatory time the employee elects to cash in for that fiscal year.
- B. The number of compensatory hours elected to be cashed in by an employee as provided in subparagraph A. above for the current fiscal year shall be paid to the employee on the first payroll in November of the next fiscal year.

Example: Compensatory hours elected prior to August 31, 2020 for fiscal year 2019-20 shall be paid on the first payroll of November 2020.

It shall be permissible to use less than eight (8) hours at a time. Compensatory time shall be used only with the approval of the Chief of Police or the Chief's designated representative.

Section 9. Retention Bonus

In recognition of continued service, and in an effort to encourage highly trained and experienced police officers to continue employment with the Department, the City shall pay a retention bonus based on years of service. The bonus shall only be paid when sworn officer staffing is below ninety percent (90%) as of July 1st, and shall be paid in the last pay period of the fiscal year when staffing levels are calculated. Employees who accept the bonus shall maintain their employment with the Department from September 1st of the fiscal year prior to receiving the bonus until August 31st of the following year. If employment is ended for any reason during the retention period, the employee must repay the full amount of the bonus. Officers who do not wish to receive the bonus must notify HR in writing no later than thirty days (30) prior to September 1st. Years of service and their respective bonus are as follows:

One year up to five years (1-5): four thousand five hundred dollars (\$4,500)
Five years up to ten years (5-10): six thousand dollars (\$6,000)
Ten years up to twenty years (10-20): seven thousand five hundred dollars (\$7,500)
Twenty years or more (20+): nine thousand dollars (\$9,000)

Section 10. Compensation at Termination

Employees who resign, retire, or die while in the employ of the City shall be compensated for accumulated Compensatory time. The amount of that compensation shall be one hundred percent (100%) of the accumulated Compensatory time.

Section 11. Specialty Pay

Employees who are assigned to specialized roles shall be compensated with Specialty Pay based on a tiered system. The Chief of Police and their designee have the sole discretion to appoint employees to special positions and to remove them at any time with or without cause. In order to receive Specialty Pay, employees must be in good standing with the Department and be actively assigned to and fulfilling the responsibilities of a role as defined by the Department.

Tier 1 roles shall be compensated at a rate of eight hundred thirty-two dollars (\$832) per year and include the following: Tactical Response Team, Firearms Instructor, Defensive Tactics Instructor, Field Training Officer, and Bilingual.

Tier 2 roles shall be compensated at a rate of six hundred twenty-four dollars (\$624) per year and include the following: Taser Instructor, Less Lethal Instructor, EVO Instructor, Tactical Medical Instructor, Sniper Unit, and Police Applicant Background Investigator.

Tier 3 roles shall be compensated at a rate of four hundred sixteen dollars (\$416) per year and include the following: Anti-bias instructor, Drone Pilot, Armored Rescue Vehicle Driver, Arrest, Search & Seizure Instructor, De-escalation Instructor, and Shield Instructor.

Employees may be paid for up to two (2) tiers at a time, which will be comprised of the two (2) highest tiers for which they are assigned. Specialty Pay shall be distributed semi-annually on regular paychecks in October and April. Employees who are assigned a new specialty role shall be paid a pro-rated amount equal to one twelfth (1/12) of the yearly tier amount per month until the next semi-annual Specialty Pay. An employee's date of assignment must have been on or before the 15th day of the month to receive credit for that month's Specialty Pay.

Section 12. Officer In Charge Pay

Employees assigned as OIC and who work a minimum of six (6) hours shall be entitled to one-half (1/2) hour of overtime pay per shift while serving as OIC. This specialty pay will only be paid as overtime when the employee has eighty (80) hours of time worked as described in article three section three.

Section 13. Daylight Saving Time

Supervisors will schedule employees during the two changes of Daylight Saving Time so overtime is not incurred.

ARTICLE 4 – WAGES, PROMOTIONS, AND DEMOTIONS

Section 1. Wages

The pay schedules for the job titles covered by this Agreement for the period October 1, 2024, through September 30, 2027, are set forth in Attachment A of this Agreement.

The pay schedules for the job titles covered by this Agreement for each fiscal year covered by this Agreement shall be established each year as computed by the following methodology:

A. Array.

The array to be used for the positions of Police Officer, Police Corporal, and Police Sergeant shall consist of the following Nebraska cities:

Columbus	Norfolk
Fremont	
Grand Island	Kearney

The City and the Union agree that the police positions in the cities listed above are sufficiently similar to the corresponding Hastings police positions such that salary data can be compared for the purpose of determining the salary for the period in question.

B. Survey.

Each year, a survey document shall be presented by the Civil Service Secretary of each city in the above-named array requesting minimum and maximum salary data on an annual basis for the positions of Police Officer, Police Corporal, and Police Sergeant. For each city in the array, the survey shall request the actual salaries in effect on May 1st of that year. The complete survey sheets will be returned by the respondents to the Human Resources Department, who will provide a summary survey document to the President of the FOP and the city administrator no later than May 1st.

C. Analysis.

Within forty-five (45) days of receiving the summary survey document, the City Administrator and the President of the FOP shall meet and analyze the survey responses. The following computations shall be performed:

Mean—the arithmetic average of the survey responses. The minimum salaries for each city shall be summed and divided by the number of responses. The maximum salaries for each city shall be summed and divided by the number of responses. This step will identify the mean or average salary in the array for the minimum step of the pay grade and the maximum step of the pay grade.

Midpoint—the city that is in the middle of the range. This shall be determined by counting the number of cities that responded for each position. If the number is an odd number, the midpoint is the city that has an equal number of cities ranked in ascending order by compensation above and below it. If the number of responding cities is an even number, the midpoint shall be calculated by averaging the two cities that have an equal number of cities above and below it. The midpoint shall be calculated for the minimum pay step and the maximum pay step.

Target—the target compensation shall be determined by averaging the mean and the midpoint and then adding the Wage Adjustment based on comparability as used by the City for all non-union employees. The target shall be calculated for both the minimum and maximum step.

If any number should show a negative number, that number shall be interpreted as a zero (0). If the target should indicate a zero (0) increase, the wage shall remain frozen until such time as the calculation indicates an increase is warranted.

D. Salary Determination.

Salary shall be determined and paid to affected employees by computing the hourly target minimum and hourly target maximum into an eight (8) step salary

schedule such that each step will have an equal increase. The timeframes between each step will be as follows:

Step 1	1 year
Step 2	1 year
Step 3	1 year
Step 4	1 year
Step 5	1 year
Step 6	1 year
Step 7	1 year
Step 8	Top

All increases in pay resulting from the methodology contained herein shall be computed and payable from the regular pay period closest to October 1 of each year.

E. Master's Program

This is a voluntary program. This program is to recognize and compensate Patrol Officers, Corporals, and Sergeants who have shown their dedication to their profession by bettering themselves during their career. Those employees who perform at a high level, enhance their education, training, advanced skills, extra duties, physical fitness, firearms proficiency and team involvement should be rewarded for their efforts. Once obtained, those employees participating must continue to maintain specific standards to maintain the "Master" designation. Once earned, the designation will be for twelve (12) months. If standards are not maintained, the "Master" status will end at the end of the twelve (12) months and the employee will not be eligible for the designation for a twelve (12) month moratorium.. The employee may reapply and meet standards during the moratorium period, but they may not earn the designation back until the period is over. This program will coincide with the employee's yearly performance evaluation and it will be the employee's responsibility to advise their supervisor of their intention to apply/reapply yearly.

After an employee is granted "Master" status, the employee will receive "Master" certification pay of two hundred fifty dollars (\$250) per month, as long as the employee maintains "Master" status.

All employees wishing to participate must meet the following requirements yearly to be granted "Master" status:

1. Be a full-time employee who has reached step eight (8) on the pay scale or has been a certified officer for eight (8) years.
2. Complete the current Cooper Physical Fitness assessment test that uses the one (1) mile run as the standard with a cumulative score of at least 50%.
3. Score a minimum of 80% on all State handgun qualifications and all Department rifle qualifications with department owned weapons.
4. Maintain a positive yearly evaluation that results in a merit increase.

These four (4) requirements must be met annually and will be administered and overseen by the Department's administration. The handgun qualification, rifle qualification, and the physical fitness test will be administered annually on multiple dates to accommodate those employees with scheduling conflicts. Employees wishing to participate in this program agree that the physical fitness

testing portion will be completed off-duty and at the employees own risk, unless as part of a required standard for a specialized role.

The physical fitness portion may be conducted throughout the fiscal year for application into the program for the following year. There will be multiple testing dates and officers will be given at least thirty (30) days notice prior to any testing.

Participants must attempt/complete every portion of the physical fitness test. They may not receive a zero or below the one percent (1%) standard on any portion of the test. Only one full test may be attempted for formal score each year. Any employee may participate in any Master's physical fitness test for practice or to achieve a standard for a specialized role, even if they are not eligible for the Master's status or have failed one or more of the requirements.

This program will be implemented on the first pay period of the fiscal year. All Master's requirements must be met during the year of application.

Section 2. Step Pay Increases

(1) A step pay increase is positive recognition of increased effectiveness in performing the duties of a position. If an employee's value in a position continually increases as evidenced by greater production, improved judgment, and increased initiative, recognition may be made by means of an increase in pay.

(2) Step pay increases shall be reviewed at the time of each employee's annual performance evaluation. The employee's performance evaluation shall be considered as one of the factors used by the appointing authority in determining whether a step pay increase should be granted or not.

(3) The date on which an employee shall be considered eligible for a one (1) step proficiency pay increase shall be determined as follows:

(a) The employee shall complete twelve (12) consecutive months at their current step in order to be eligible for the next higher step.

(b) If the employee has been promoted to a position having a higher pay grade, their date of eligibility for the next step shall be the effective date of promotion.

(c) Any deviation requested by the Chief of Police from this procedure shall require approval of the City Administrator.

(4) In order to provide an orderly method of granting pay increases, each position shall be assigned pay ranges. The pay ranges shall consist of a series of steps, each of which identifies the dollar amount to be used in determining a step pay increase. When receiving a step pay increase, an employee's pay rate shall move from their current step of the pay range to the next higher step until the employee has reached the maximum step for that position; provided, however that each employee has met the time requirements specified above and has received a positive performance evaluation.

(5) Notwithstanding the foregoing, the City Administrator may, upon the request of the Chief of Police, establish the salary of any promoted, transferred, reallocated, or Nebraska Certified lateral transferred employee to a step higher than that provided in subsections (1), (3) and (4) above.

Section 3. Promotions, Demotions, and Transfers

(1) When an employee is promoted to a position having a higher pay scale, their rate of pay shall be determined as follows:

If the current salary received in the lower pay scale falls within the pay scale and below the maximum pay step for the position class to which they are promoted, their pay shall be set at the step that gives the employee at least a \$.50 (50 cent) per hour increase in pay. Promoted employees shall be subject to a six-month probationary period in their new position. A promotion will not result in a pay increase above Step 8 in the new position.

(a) The promoted employee's anniversary date for future step increases shall be the date of their promotion to their new position.

(2) When an employee is demoted, their rate of pay shall return to the rate of pay they received prior to being promoted, except in the case where an employee is demoted to a position other than their prior position to have been promoted.

(3) When an employee transfers between positions, having the same pay scale, their rate of pay shall remain unchanged.

(4) The reallocation/reorganization of a position shall affect an employee holding the position as follows:

(a) When a position is reallocated or reorganized to a position with a higher pay scale, the provisions governing rate of pay on promotion shall be used to set the salary of the incumbent.

(b) When a position is reallocated or reorganized to another classification of the same pay scale, the salary of the incumbent shall remain unchanged.

(c) When a position is reallocated or reorganized to a classification with a lower pay scale, the provisions governing the rate of pay for a demotion shall be used to set the salary of the incumbent.

(5) Notwithstanding the foregoing, the City Administrator, may establish the salary of any promoted, transferred, or reallocated/reorganized employee to a step higher than that provided in subsections (1), (3), and (4) above.

ARTICLE 5 – EMPLOYEE PROBATIONARY PERIOD

Section 1. Length of Probation

Every new employee, returning former employee, or promoted employee shall serve a probationary period. The length of the probationary period shall be as follows:

- A. New Employee.
One year from date of employment.
- B. Returning Former Employee.
One year from date of employment.
- C. Promoted Employee.
Six months from date of promotion.

Section 2. Procedure for Completion

During the thirty (30) days prior to the end of such period, a performance evaluation shall be prepared by the employee's immediate supervisor. The Chief of Police may terminate the employee from the probationary position with or without cause. If the termination pertains to a promoted employee on probation, the employee shall return to the position they occupied prior to the promotion if there is a vacancy or a comparable position to return to. Employees who have successfully completed their probationary period after initial appointment shall be designated permanent employees. Employees who were formerly employed by the City must satisfactorily complete a probationary period to be awarded permanent employee status.

ARTICLE 6 – HOLIDAY PAY

Section 1. Holidays Observed

The following days shall be considered as holidays:

New Year's Day	Independence Day
Dr. Martin Luther King, Jr. Day	Labor Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

Patrol Division employees shall observe the holiday on the actual day of the holiday while employees of the Detective Division and other Department personnel will observe the holiday on the same day as all other City employees.

Any new National holiday observed by the City shall be granted to employees covered by this contract with the Maximum Accrual of holiday time increasing by the same amount

Section 2. Holiday Pay

Employees who work a holiday as listed in this section shall receive holiday pay for a full shift at regular pay for their normal work shift for the holiday and time and one-half for the actual number of hours worked. If an employee is required to work longer than his/her standard shift on a holiday, the holiday pay shall be extended to be equal to the actual number of hours worked. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.

Section 3. Holiday Time—Off Duty

When a holiday occurs during an employee's off-duty shift or if the employee is scheduled to work and takes the holiday off, they shall be given eight (8) hours of compensatory time off, to be known as "holiday time" and banked as holiday time hours.

Section 4. Maximum Accrual

Employees may accumulate up to eighty-eight (88) hours of holiday time unless additional holidays are granted by the City and in which case the maximum accrual will increase by the same amount as is granted.

Section 5. Compensation at Termination

Employees who resign, retire, or die while in the employ of the City shall be compensated for accumulated holiday time. The amount of that compensation shall be one hundred percent (100%) of the accumulated Holiday time.

ARTICLE 7 – VACATION

Section 1. Purpose

Vacations are a gratuity granted to an employee to rest and recuperate and therefore must be taken in order to collect any vacation pay.

Section 2. Requirements

Employees will not, under any circumstances, collect any vacation benefits until after they have completed at least one (1) year of continuous service.

Section 3. Rate of Accrual

Vacation leave shall accrue to full-time employees based on years of service. The rate of accrual for full-time employees is as follows:

- (a) Employees with less than five years of service shall accrue vacation leave at a rate of 6 2/3 hours each month (80 hours per year).
- (b) Employees with at least five years of service, but less than 10 years of service, shall accrue vacation leave at a rate of 10 hours each month (120 hours per year).
- (c) Employees with at least 10 years of service, but less than 15 years of service, shall accrue vacation leave at a rate of 11 1/3 hours each month (136 hours per year).
- (d) Employees with fifteen years of service, but less than 25 years of service, shall accrue vacation leave at a rate of 13 1/3 hours each month (160 hours per year).
- (e) Employees with at least 25 years of service or more, through the duration of their employment, shall accrue vacation leave at a rate of 14 2/3 hours each month (176 hours per year).

Section 4. Maximum Accrual

Employees may accumulate up to two times their annual allowance for vacation leave based on their number of years of employment. Employees may not accumulate vacation time in excess of the amount allowed by this provision; however, the City Administrator with the recommendation of the Chief of Police, may extend the period within which any accumulated vacation must be taken when it appears that the employee will not be able to take the accumulated vacation within the prescribed time limit due to work-related circumstances beyond the employee's control. No employee shall be paid for forfeited vacation leave.

Section 5. Scheduling

A vacation request sheet will be posted on January 1 of each year. Officers will have until March 1 of that same year to make requests for vacation. All requests should fall between March 1 of the current year, and March 1 of the following year. All requests made during the sign-up period will be considered by seniority on each shift. After the sign-up period is over,

officers' vacation requests will be considered on a first come, first served basis. Vacations shall be taken at such time and for such periods as will best serve the interest of the department and the discretion of the Chief of Police or the Chief's designee. All vacation requests will be honored, except in the event of an emergency or when the employee chooses to move to a different shift.

Section 6. Compensation at Termination

Employees who resign, retire, or die while in the employ of the City shall be compensated for accumulated vacation time. The amount of that compensation shall be one hundred percent (100%) of the accumulated vacation time.

ARTICLE 8 – SICK LEAVE

Section 1. Rate of Accrual

Full-time employees shall accrue eight (8) hours of sick leave with pay for each month of service and may accumulate up to one thousand, one hundred sixty (1,160) hours of sick leave.

Section 2. Use of Sick Leave

In computing sick leave, the compensation paid shall be the amount the employee would have earned during the sick leave period (for duty hours) if they had been working at their current rate of pay and work schedule but shall not include any overtime compensation.

At no time shall an employee be allowed more sick leave than they have accumulated at the end of the month before the pay period. No sick leave shall be granted in advance of accrual.

A supervisor will notify Human Resources regarding an absence of an employee of three (3) days or more, which could trigger an FMLA event. A doctor's note may be required by the supervisor or Human Resources, prior to returning to work.

Employees may use sick leave for illness of themselves or a member of the employee's immediate family with the approval of the Chief of Police or the Chief's designee.

Section 3. Maximum Accrual

As set forth above, employees are not allowed to accumulate more than one thousand one hundred sixty (1,160) hours of Sick leave. On the second pay day of January in each year, employees who have accumulated more than one thousand one hundred sixty (1,160) hours of Sick leave shall be paid for twenty-five percent (25%) of any unused accrued Sick leave over and above the one thousand one hundred sixty (1,160) hours which may be carried over to the next calendar year.

Section 4. Compensation at Termination

(a) If employed for a period of not less than ten (10) continuous years, but not more than twenty (20) continuous years, the employee shall be paid twenty-five percent (25%) of the employee's accumulated Sick leave.

(b) If employed for a period of twenty (20) continuous years or more the employee shall be paid fifty percent (50%) of the employee's accumulated Sick leave.

(c) In the event an employee dies while employed by the City, the employee's estate or heirs at law shall receive payment for fifty percent (50%) of the deceased employee's accumulated Sick leave as of the time of their death, regardless of their number of years of service.

ARTICLE 9 – FUNERAL LEAVE

Section 1. Funeral Leave

When an employee is absent from work because of the necessity of arranging for and attending the funeral of their immediate family, they shall be allowed up to twenty-four (24) hours leave, provided that:

- (a) The employee is on the active payroll on the date of the death of their immediate family member;
- (b) The employee notified their supervisor of the purpose of his absence not less than eight (8) hours prior to the time they are scheduled to report for duty;
- (c) Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of such death or with the day immediately following the day of such death and is a day during which the employee would have worked had it not been for the absence;
- (d) No payment will be made for any day of absence which is later than the day of such funeral, except where the employee attends the funeral at a location where the reasonable time for travel extends the absence beyond the day of such funeral;
- (e) The employee, when requested, furnishes proof satisfactory to the City of the death, their relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral; and
- (f) If the employee requests additional time off, and the Chief of Police approves such request, leave in excess of twenty-four (24) hours shall be charged against the employee's sick time.

Section 2. Immediate Family

The term "immediate family" is defined to be spouse, child, parent, sibling, grandparent and grandchild, including in-law and step or one-half relationships and this definition shall apply wherever used in this Agreement.

ARTICLE 10 – INJURY IN THE LINE OF DUTY

Section 1. Worker's Compensation

Employees injured on the job who are eligible to receive worker's compensation disability payments will receive full pay from the City for the duration of their injury. Upon receiving payment from the worker's compensation carrier, any and all checks will be signed over and turned in to the Finance Department. Employee benefits will continue to be deducted from the City paycheck the employee is receiving. Employees will be paid for any time away from work for their first doctor's appointment. Employees will also be paid through the end of

their regular workday or shift, if they are unable to complete their work day or shift on the date of the injury or after the first doctor appointment. Upon an employee's return to work, any subsequent doctor/physical therapy appointments must be covered with leave time until the employee has no leave time remaining. At that point, time without pay will be used. In addition, employees may use flex time so they do not have to use leave time for scheduled doctor/therapy appointments. Employees are encouraged to schedule appointments at times that cause the least interference with their workday or shift, such as early mornings, lunch times, or at the end of the workday or shift. If an employee requires a substantial amount of time away from work to receive medical care, the City's worker's compensation insurance carrier will be notified and be involved in considering the appropriate treatment for the employees' injury that will result in minimal time away from work.

Section 2. Damages

Any employee who recovers in any action for damages a sum of money representing wages for all or any part of the period for which he has already been paid pursuant to the foregoing section shall pay such recovered sum to the City. The City shall have the right of subrogation as to any funds paid pursuant to the foregoing section.

ARTICLE 11 – LEAVE OF ABSENCE

Section 1. Leave of Absence

The Chief of Police may grant leaves of absence to employees who make application in writing to the Chief of Police thirty (30) days in advance, if practical. Employees taking intermittent leave for medical treatments must attempt to schedule their treatments so as to minimize their impact on the department.

A. Medical.

Employees eligible for medical leave must have been employed for at least twelve (12) months. Twelve (12) workweeks of unpaid leave during any twelve (12) month period may be taken for the purposes of caring for a newly-born child, because of the placement of a son or daughter with the employee for adoption or foster care, to care for a spouse, son, daughter, or parent who is suffering from a serious health condition, or because of a serious medical condition that prevents the employee from performing their job. The employee will be reinstated to their previous position or to an equivalent position with equal benefits, pay, and other terms and conditions of employment. The City reserves the right to require certification from a health care provider of the medical condition that makes the employee eligible for the leave. Employees may elect to use accumulated sick leave, vacation time, or compensatory time during the medical leave absence to offset the financial impact of unpaid leave.

B. Personal.

Leave without pay may be granted for personal reasons when deemed appropriate by the Chief of Police. When granted a personal leave not to exceed thirty (30) calendar days, the employee may be reinstated without loss of seniority.

C. Unauthorized.

Any absence not authorized and approved by the Chief of Police for a scheduled workday shall be grounds for disciplinary action, including termination.

ARTICLE 12 – INSURANCE

Section 1. Health Insurance

Employees shall pay one hundred percent (100%) of comparable employee participation as reflected in an annual survey to be conducted at the same time as the annual wage survey. These new amounts shall be effective January 1 of each year throughout the contract. Employees shall also be eligible to participate in any wellness program selected by the City for its non- union employees. Employees shall also be eligible for any health insurance premium reduction associated with participation in the wellness program. Said reduction shall be the same as the health insurance premium deduction offered by the City to all non- union employees. The City reserves the right to change or eliminate any wellness program and/or the amount of any health insurance deduction.

The City reserves the right to substitute existing health insurance and major medical with a comparable plan from another company.

Section 2. Life Insurance

The City agrees to pay premiums to provide term life insurance in the amount of the employee's base annual salary adjusted down to the nearest one thousand dollars (\$1,000) increment up to fifty thousand dollars (\$50,000).

Section 3. Long-term Disability Insurance

The City agrees to provide long-term disability insurance to employees. This insurance will be fully funded by the City and will provide an employee with 60% of their base salary 90 calendar days after onset of disabling injury or illness.

ARTICLE 13 – HEALTH AND SAFETY

Section 1. Vaccinations

The City shall pay the costs for providing all employees covered by this Agreement with job applicable vaccinations. The physician authorized to perform such vaccinations shall be selected by the City. If an employee is exposed while on duty or as part of their official duties, testing and any required booster shots shall be provided and paid for by the City.

ARTICLE 14 – ALLOWANCE FOR UNIFORMS

Section 1. Annual Allowance

The City shall provide a uniform allowance to be paid at the rate of six hundred sixty dollars (\$660) semi-annually per employee. This allowance is to be used by the employee for the purchase and maintenance of uniforms and equipment.

Allowances are paid in October (covering October through March) and April (covering April through September) on a regular paycheck.

The City shall provide employees the necessary patches for uniform shirts and coats.

Section 2. Terminating Employees

If employment terminates for any reason after the semi-annual uniform allowance payment has been made, the employee shall return the pro-rated funds to the City equal to one hundred ten dollars (\$110) per month for the remaining months of the period. An employee must work through at least the 15th day of the month to receive credit for that month's uniform allowance.

For example: If employment is terminated after November 15th, the employee would return \$440 (\$110) each for December, January, February and March). Employees shall sign a release allowing the City to withhold the amount due, if any, from the employee's final paycheck.

Section 3. Periodic Inspections

Employees shall be subject to periodic inspection of uniforms and equipment and shall be required to correct any deficiencies noted.

Section 4. New Employees

All newly hired employees shall be issued, at a minimum, the equipment and uniforms essential to the performance of police duties and described in the police department's general orders and the Nebraska Law Enforcement Training Center. The employee shall not receive a semi-annual uniform allowance as described in Article 15, Section 1 during their probationary period.

The employee shall be paid a pro-rated amount equal to one hundred ten dollars (\$110) per month until the next semi-annual uniform allowance payment upon completion of the one year probationary period. An employee's date of hire must have been on or before the 15th day of the month to receive credit for that month's uniform allowance.

For example: If an employee is hired before July 15th, the following July the employee would receive \$330 (\$110) each for July, Aug and Sept) and would then be on the same schedule as all other employees.

At the end of the probationary period, all uniforms/wearing apparel, and single user equipment purchased by the city shall become the property of the employee. All non-expired body armor, weapons, and equipment capable of being re-issued shall be returned to the Department. If the employee's employment is ended for any reason prior to the completion of the probationary period, the equipment and uniforms purchased by the City shall be returned to the City.

Section 5. Personal Items

The City agrees to replace an employee's personal items that may become damaged in the line of duty up to a maximum of \$150.00 for any one (1) incident. Items damaged by the employee's negligence shall not be replaced. This article does not preclude the City or the proper prosecutorial authority from recommending to any court of law that reimbursement for such articles damaged or destroyed in the line of duty be reimbursed by the arrestee.

Section 6. Body Armor

A. Issuance of Body Armor

The City shall provide employees with new, agency-approved body armor. All body armor issued must comply with protective and related requirements prescribed under current standards of the National Institute of Justice.

Body Armor shall be fitted for the individual officer. Officers shall have input as to which threat level, brand, style, and size will be purchased not to exceed one thousand five hundred dollars. (\$1,500.00)

B. Care, Maintenance, and Replacement of Body Armor

1. Officers shall utilize body armor in accordance with agency approved policy.
2. Officers shall care for and maintain body armor in accordance with the recommendations of the manufacturer.
3. Officers are responsible for reporting damage or excessive wear to the ballistic panels to their supervisor.
4. Body armor that is worn or damaged shall be replaced by the City. Body armor that must be replaced due to misuse, abuse, or negligence by the officer shall be paid for by the officer.
5. A rotating schedule of replacement shall be set up so that the City shall replace each body armor in accordance with the manufacturer's instructions/warranty guidelines at the City's expense.

For example: If the manufacturer recommends replacement in five years, the City will replace the body armor at the end of five years. If the manufacturer recommends the new body armor be replaced in seven years, the City will replace the new body armor at the end of seven years.

ARTICLE 15 – EDUCATION

Section 1. Education Assistance

Employees who are interested in furthering their education may be eligible for tuition, books and fee reimbursement at one hundred percent (100%). All full-time employees are eligible at the end of their initial probationary period; classes must be taken on an employee's own time at an accredited college or university, and must be relevant to their current, or a potential, job within the City. A grade of "C" or higher must be obtained in order to qualify for reimbursement. There is an annual cap of 12 credit hours with a maximum of six hours per semester; however, this may not apply to non-traditional cohort programs and an exception may be made for them. All reimbursements are subject to funds budgeted. An employee must work for the City for two years from the date of their last reimbursement or else they must pay back one hundred percent (100%) of all amounts reimbursed; military active duty extends the two-year period. An employee should receive approval from the City Administrator and the Chief of Police prior to signing up for the program/class to ensure funds have been budgeted. Those employees that are eligible for other education assistance, including but not limited to scholarships, GI Bills, and Military Tuition reimbursements are not eligible for this reimbursement.

ARTICLE 16 – MILITARY CLAUSE

Section 1. Military Training

The provisions relating to military training leave are as provided by Neb. Rev. Stat. 55-160 et.seq. except as the same from time to time may be amended.

ARTICLE 17 – RESIDENCY REQUIREMENT

Section 1. Residency Requirement

All personnel covered by this Agreement shall be required to reside within sixty (60) minutes of the Hastings Police Station.

ARTICLE 18 – PHYSICAL EXAMINATIONS & FITNESS STANDARDS

Section 1. Examinations

The Chief of Police may require any employee to take and pass a physical examination when the department has reason to believe that good cause exists for such requirement. All applicants receiving an appointment to a permanent position shall be required to pass a physical examination as required by the City and the Nebraska Law Enforcement Training Center. Any required examination shall be given by the physician selected by the City, and the fee shall be paid by the City.

ARTICLE 19 – GRIEVANCE PROCEDURE

Section 1. Purpose

The most effective accomplishment of the work of the City requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the City to adjust grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise. It is recognized that there will be grievances which will be resolved only after a formal appeal and review.

Section 2. Grievance Procedures

A grievance for the purpose of this Agreement refers to a question of interpretation, application, and meaning of the terms of this labor Agreement. A grievance may be presented individually by the employee, by the employee and the union, by the Police Chief, or by the City Administrator.

Grievances shall be addressed according to the following guidelines, with all references to days being calendar days. If the last day of the time period falls on a Saturday, Sunday and/or City recognized holiday the period shall extend until the end of the next business day.

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City shall not be subject to the grievance proceedings or negotiation during the life of this contract.

The grievance procedure shall be filed using the step beginning with the supervisor in the lowest on the chain of command that has the authority to resolve the grievance.

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

The grievance must be in writing, stated with reasonable clarity, and contain the following:

- A clear statement setting forth the basis for the complaint;
- The act or acts of commission or omission;
- The exact date of the act or acts;
- The identity of the party or parties who claim to be aggrieved;
- The identity of the party or parties alleged to have caused the grievance;
- The specific provision of the contract that is alleged to have been violated; and

- The remedy requested.
- A. Step 1 Immediate Supervisor.

An employee shall first discuss the grievance with his/her immediate supervisor in an attempt to reach a satisfactory solution. In this step, it is not mandatory that the grievance be written. Supervisors and employees are encouraged to counsel with each other in their review and handling of the situation.

The Supervisor shall provide a written statement outlining the Supervisor's decision to the employee within five (5) days of meeting with the employee.
- B. Step 2 Police Chief

If the matter is not resolved to the satisfaction of the employee in Step 1, the employee may submit a written grievance to the Police Chief within five (5) days of the date he/she was informed of the immediate supervisor's decision.

The Police Chief shall consider the grievance and notify the employee in writing within seven (7) days of the receipt of the grievance.
- C. Step 3 City Administrator

If the Police Chief does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal to the City Administrator within five (5) days after the decision of the Police Chief's written decision.

The City Administrator shall consider the appeal and notify the employee in writing of the decision made and any action taken within ten (10) days of the receipt of the appeal.
- D. Step 4 Civil Service Commission

If the City Administrator does not resolve the grievance to the satisfaction of the employee, the employee may file an appeal with the Civil Service Commission within ten (10) days after the City Administrator's written decision.

Thereafter, the resolution of such appeal shall be handled in accordance with Hastings City and the rules of the Civil Service Commission promulgated pursuant thereto.
- E. Step 5 District Court

Any party shall have the right to appeal the decision of the Civil Service Commission to the District Court as provided under applicable Nebraska law.

Section 3. Time Limitations

All complaints shall be barred and waived unless the procedure outlined in this Article is complied with, time being essential and jurisdictional. Failure of management to respond at any step shall not be deemed to be a granting of the relief sought by the grievance, nor shall such failure be deemed to terminate the grievance process. Time limits may be shortened, expanded, or waived at any time by mutual agreement of the employee and the City Administrator.

Section 4. Representation

The employee shall have the right to have representation of their choice in any step of the grievance procedure to include an attorney or union representative.

Section 5. Presentation

All grievances shall be presented by the employee in person. The employee shall not be paid for any time used to present a grievance; however, discussions may be arranged, in attempts to settle the issue, during Steps one, two, and three while the employee is on duty and receiving pay. An employee must obtain the permission of their immediate supervisor before leaving the job to present a grievance.

None of the above precludes the possibility of meetings at any step of the grievance procedure between the parties involved to discuss the issues and to attempt to settle them at that step of the process.

Section 6. Limitations

The grievance procedure herein outlined is designated to preserve harmony and friendly relations between the City and its employees, but it shall not be used to change any provisions already agreed upon in this Agreement.

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

ARTICLE 20 – PROHIBITION OF STRIKES

Section 1. Prohibition of Strike

The Union shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of any City function, operation, or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concerted work stoppage. The Union shall not aid or assist any persons or parties engaging in the above prohibited conduct by giving direction or guidance to such activities and conduct or by providing funds, financial, and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities, provided, however, that the Union may provide legal representation.

In applying the provisions of this Article, all of the terms used herein shall be given the meaning commonly understood. The Union shall not be in breach of contract where the acts or actions herein before enumerated are not caused or authorized directly or indirectly by the Union.

Section 2. Union Responsibility

Upon notification confirmed in writing by the City to the Union that certain of its members are engaging in a wildcat strike, the Union shall immediately in writing order such members to return to work at once and provide the City with a copy of such order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such modification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the

representation of the City. In the event that a wildcat strike occurs, the Union agrees to take all reasonable, effective, and affirmative action to secure the members' return to work as promptly as possible. In the absence of a prompt return to work, such absent employees shall be deemed to be absent without leave and shall be subject to disciplinary actions, including dismissal, as provided in the policies of the City and the Civil Service Commission. The City agrees that it shall not lock out any employees because of a labor dispute.

ARTICLE 21 – BULLETIN BOARD

The Department agrees to provide space in which the Union may put up its own bulletin board upon which the Union may post notices of meetings, other business, and/or social matters of the Union, provided that nothing of a political nature and nothing of a derogatory nature concerning the City, the department, or any individual shall be posted thereon. Any violation of this Article by the Union shall entitle the department to immediately cancel the provisions of this section and prohibit the Union's further use of the bulletin board.

ARTICLE 22 – DEPARTMENT RULES AND REGULATIONS

Such rules that are considered wise by management in the operation of the department may be implemented from time to time as management feels necessary as long as said rules are not contrary to the terms of this Agreement or prevailing law.

ARTICLE 23 – COVERAGE

The City and the Union declare that they have bargained between themselves on all matters regarding hours, wages, and working conditions, and that this Agreement represents their full understanding and agreement. Any aspect of hours, wages, and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining and during the life of this Agreement may not be raised for further bargaining or negotiations without the written consent of all of the parties hereto.

ARTICLE 24 – LIABILITY

It shall be clear that the City and its representatives shall be liable for fulfillment of the Agreement, and the Union members and officers of the Union shall be equally liable for the fulfillment of all the terms of this Agreement.

ARTICLE 25 – DURATION OF AGREEMENT

The term of this Agreement shall be for three (3) fiscal years effective as of the first day of October, 2024, and shall continue in full force and effect to and including the 30th day of September, 2027.

The FOP shall initiate contract negotiations with the City Administrator no later than March 1st of the final year of the current contract. Negotiations shall be completed by July 1st of the final year of the current contract, barring any irreconcilable disagreements between the City and the Union.

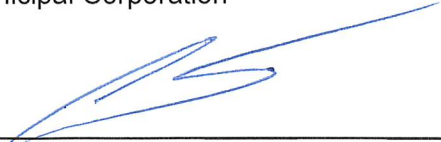
ARTICLE 26 – SEVERABILITY

If any of the provisions of this agreement are subsequently declared by the proper legislative or judicial authority to be unenforceable, or not in accordance with applicable statute

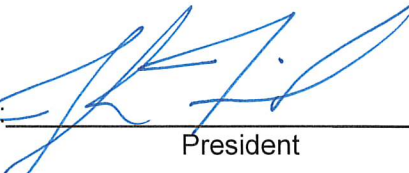
or ordinance, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of September, 2024.

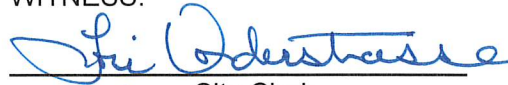
CITY OF HASTINGS, NEBRASKA
A Municipal Corporation

By: 
Mayor

FRATERNAL ORDER OF POLICE
LODGE 9

By: 
President

WITNESS:


Asst. City Clerk