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CITY OF WINNEMUCCA

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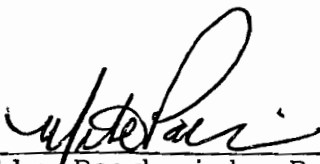
WINNEMUCCA POLICE OFFICERS ASSOCIATION

AGREEMENT

July 1, 2006 to June 30, 2008



Mayor Paul J. Vesco



Mike Pardovich, President WPOA

APRIL 19, 2006
Date Approved by City Council

6-19-06
Date Approved by WPOA

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**POLICE CONTRACT
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ARTICLE 2

RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for purposes of establishing salaries, wages, hours and other conditions of employment for all classified employees within non-supervisory, law enforcement officer position classes of:

- Detective
- Police Officer
- Police Sergeant

and excluding all other employees in law enforcement officer position classes as supervisory or management employees. The City recognizes the Association as the exclusive bargaining agent for the non-supervisory, law enforcement officer employees on the basis that such employees have the same community of interest.

ARTICLE 4

RIGHTS OF MANAGEMENT

1. Those subject matters which are not within the scope of mandatory bargaining as defined per Nevada Revised Statutes ("NRS") 288.150 and which are reserved to the City without negotiation include:

a. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

b. The right to reduce in force or lay off any employee because of lack of work or lack of funds.

c. The right to determine:

1) Appropriate staffing levels and work performance standards, except for safety considerations;

2) The content of the workday, including without limitation workload factors, except for safety considerations;

3) The quality and quantity of services to be offered to the public; and

4) The means and methods of offering those services.

d. Safety of the public.

2. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

3. The provisions of this Article recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner, consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 6

ASSOCIATION DUES

1. An employee may authorize payroll deductions for the purpose of paying Association dues and assessments. Upon written authorization to the City Clerk from an employee, the City shall deduct on a semi-monthly basis from the wages such sums as the employee may specify for the Credit Union and Association dues or such other purposes as the City may hereafter approve. The Association assessment shall be deducted as requested by the Association, however, such assessment deductions shall be requested not more than one (1) time per calendar year. No authorization shall be allowed for payment of initiation fees or fines. Each employee shall have the right to terminate such payroll deductions one (1) time each year between October 1 and October 20, upon written request by the employee to the City Clerk.

2. The Association will indemnify, defend and hold the City harmless against any claims made, and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

3. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues and/or assessments. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status, during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues and assessments.

following the expiration of the one (1) month period.

5. Each employee must complete a time card each pay period indicating actual time at work, time on annual leave, time on sick leave and time on compensatory leave, and must sign the time card to certify accuracy. Each employee must receive approval in advance from the Police Chief, or his designee, before working a non-scheduled time or modifying a shift schedule.

6. Employees are expected to work approximately the same number of hours during each calendar year regardless of which shift schedule is assigned.

7. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal matters are not credited toward duty hours and must be charged to vacation leave, sick leave or compensatory time, or be recorded as unexcused absence.

8. This Article is intended to be construed only as a basis for calculating overtime and shall not be construed as a guarantee of hours per day or week.

a. Regular Scheduled 12 Hour Shift Worked On Holiday:

Employee's regular salary pays straight time for shift twelve (12) hours.

Worked holiday is paid at one and one-half (1½) rate so City must add half shift = ~~six (6)~~ hours regular pay.

Plus eight (8) hours of regular pay for holiday credit.

Total of fourteen (14) hours regular pay / 1.5 = 9.33 hours at overtime rate of pay.

Use = 9.4 hours for overtime calculation.

b. Regular Day Off/Worked Twelve (12) Hour Shift On Holiday:

Employee receives one and one-half (1½) rate for twelve (12) hour shift (overtime).

Employee receives eight (8) hours of regular pay for holiday.

Total of eight (8) hours regular pay / 1.5 = 5.33 hours at overtime rate of pay.

Use = 5.4 hours for overtime calculation.

ARTICLE 9

VACATION LEAVE

1. A regular, full time employee will be granted vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Vacation Leave per Year</u>
Less than 12 months	80 hrs - 10 days
1 yr but less than 3 yrs	96 hrs - 12 days
3 yrs but less than 7 yrs	120 hrs - 15 days
7 yrs but less than 10 yrs	136 hrs - 17 days
10 yrs but less than 15 yrs	160 hrs - 20 days
15 yrs but less than 20 yrs	176 hrs - 22 days
20 yrs or more	192 hrs - 24 days

Vacation credits shall accrue for each pay period the employee is in full pay status. Seasonal, part-time or temporary employees are ineligible for vacation benefits.

2. An employee shall be paid at the employee's regular hourly rate for each hour of vacation time taken. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken.

3. Choice of vacation dates shall be granted, whenever practical, based upon the operating requirements of the City, as determined by the Police Chief. Where more employees than can be spared request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.

4. Vacation taken during a semi-monthly period shall be charged before vacation earned during the pay period is credited.

5. An employee's accrued vacation shall not exceed two hundred forty (240) hours, unless pre-approved by the City Manager. Employees exceeding the two hundred forty (240) hours are required to schedule the use of all excess annual leave during the pay period immediately following notification, unless pre-approved by the City Manager.

6. The City shall make available reasonable periods of time for employees to take earned vacation. The City shall not make payment for unused vacation in excess of that allowed to accrue as provided in section 5 of this Article. In the event any employee's scheduled vacation is denied due to an operating emergency, the employee will not lose that accrued vacation in excess of what is permitted in section 5, instead, the affected employee will be permitted to use that vacation within the following thirty (30) calendar days.

7. An employee on extended sick leave due to illness or non work related injury/surgery, shall continue to accrue vacation leave.

ARTICLE 11

ON THE JOB INJURY

1. **Severe Injury:** An employee suffering a severe injury while performing a patrol function shall be entitled to receive their full base patrolman salary for up to sixty (60) calendar days after sustaining the severe injury without having to use any accumulated sick leave or annual leave. After the sixty (60) day benefit period, the employee may use accumulated sick and annual leave to make up the difference between the employee's base patrolman salary and the payment received by the employee from workers compensation benefits. A severe injury is defined as an on-the-job injury that requires confinement to a hospital or home for a period of thirty (30) consecutive calendar days or more.
2. **Other Injury:** When an employee suffers an on-the-job injury that prevents the employee from reporting to work, but does not qualify for Article 11 section 1 severe injury benefits, the employee may use accumulated sick leave and accumulated annual leave to make up the difference between the base salary and the payment received from worker's compensation benefits.
3. **Sick Leave and Annual Leave Accrual:** An employee receiving workers compensation benefits will not accrue sick leave or annual leave, but shall continue to earn service time credit for retirement purposes.
4. **Full Salary Benefit:** The intent of this Article is to allow an employee to continue receiving a full base salary so long as the employee is disabled and receiving worker's compensation benefits until sick leave and annual leave hours are exhausted. No employee shall receive a total compensation in a particular time period for workers compensation benefits and sick leave benefits and/or annual leave benefits, or any combination thereof, which exceeds the regular base salary of the employee for that time period.
5. **Holiday Benefits:** When a holiday falls during the period of an employee's leave while receiving workers compensation benefits, the employee shall receive straight time compensation for the holiday.
6. **Light Duty Assignment:** When an on-the-job injury prevents an employee from performing normal job duties but the employee is able to perform a light duty assignment, the employee may be assigned to a temporary light duty assignment by the Police Chief if he determines that a temporary light duty assignment is available. The employee will be required to provide a written description from a physician of the limitations to be in effect prior to being considered for a light duty assignment. The City has the right to send the employee to a doctor of the City's choice at City expense to further determine the ability of the employee to work a light duty assignment. The City may choose a physician who is a specialist in the field to eliminate the problem of conflicting opinions. The intent of the second opinion is to assist in determining staffing levels and to encourage rehabilitation of the employee.

ARTICLE 12

LEAVE OF ABSENCE

1. Leave of Absence Without Pay:

- a. Leave without pay may be granted only to an employee who desires to return to City service.
- b. Leave without pay of less than thirty (30) days may be granted if recommended by the Police Chief and approved by the City Manager.
- c. Leave without pay of thirty (30) days or more may be granted at the sole discretion of the City Council.
- d. The employee shall retain the status of a public employee and the pay, leave and benefits accrued prior to the leave.

2. Leave of Absence With Pay:

- a. A leave with pay will be granted when an employee serves on a jury or is subpoenaed as a witness in court, consistent with the provisions of Article 14 below.
- b. When it is impractical for an employee to vote before or after normal working hours, the employee will be granted sufficient time to vote.
- c. Leave with pay is granted to an employee for authorized military training duties in compliance with the provisions of Article 13 below.

3. Unauthorized Absence:

- a. An unauthorized absence from work shall be treated as leave without pay, and shall be a cause for disciplinary action.
- b. Upon an unauthorized absence for three (3) consecutive days, or more, the City shall send a notice to the employee's last known address by certified mail, return receipt requested, advising that if the employee fails to respond to the notice within ten (10) days of the notice mailing date, their employment is terminated. If the employee fails to respond in writing to the notice within ten (10) days after date of mailing of the notice, the employee shall be terminated.

ARTICLE 14

JURY DUTY

Any employee of the City required to serve on any jury shall receive regular salary during the period of jury service, provided the employee remits compensation for such jury duty to the City Clerk for deposit into the General Fund of the City of Winnemucca.

ARTICLE 16

SALARIES

Effective - July 1, 2006 (5.0%)

STEP	PATROL*	SERGEANT**
1	41,683	53,357
2	42,836	54,539
3	43,988	55,722
4	45,141	56,905
5	46,294	58,087
6	47,446	59,270
7	48,599	60,452
8	49,752	61,635
9	50,,904	62,817
10	52,057	64,000

Effective July 1, 2007 (3.0%)

STEP	PATROL*	SERGEANT**
1	42,933	54,958
2	44,121	56,176
3	45,308	57,394
4	46,495	58,612
5	47,682	59,830
6	48,870	61,048
7	50,057	62,266
8	51,244	63,484
9	52,431	64,702
10	53,619	65,920

*2½% Steps

**Ten Equal Steps

ARTICLE 18

COMPENSATION UPON PROMOTION

Upon promotion to a higher classification, the new rate of pay shall be either the minimum rate in the class of the promotion to which promoted or that rate within the class which is at least five percent (5%) higher than the rate of pay received under the previous classification, whichever is higher.

ARTICLE 20

STANDBY TIME

1. Due to staff limitations, it may be necessary for the Police Chief to **schedule** an employee to be on standby alert, available for duty, within thirty (30) minutes of notification **by** the Police Chief, or his designee, to **handle** overtime work which may arise during other than **normal** work hours.

2. Employees on standby will be designated on a standby roster to be **established** and maintained through procedures promulgated by the Police Chief. For each listing on the **regular** standby roster, the employee will be compensated at the rate of one (1) hour of pay at the **regular** hourly rate for each three (3) hour period of standby or any part thereof and the employee **shall** receive a minimum of two (2) hours of pay for each listing on the standby roster.

3. Detectives assigned to **standby** on a scheduled day off shall be paid standby **pay** as provided in this Article.

ARTICLE 22

UNIFORM ALLOWANCE

1. Each employee will receive a uniform allowance in accordance with Sections (2) and (3) below. The uniform allowance will cover the full cost of original purchase, replacement and up-keep of the uniform.

2. The uniform allowance shall be at the rate of fifteen hundred dollars (\$1,500) per year and shall be paid quarterly in equal installments, by separate checks (with taxes withheld) on the final payday in March, June, September and December.

3. The City will advance all new employees their first year's uniform allowance. Should the employee receiving the advance elect to resign or be terminated by the City within one year, the employee shall be required to reimburse the City for the pro-rated share of the uniform allowance advance based on the actual length of employment.

4. In lieu of the uniform allowance provided in Section 2 above, the City may elect to furnish, either directly or through contracted facilities, the required uniforms, replacements and up-keep services.

5. In the event an employee loses or damages personal equipment, watches, contact lenses or eyeglasses in performance of duties, the City will reimburse the cost of item(s) lost or damaged at the current retail or market value up to the following limits:

Watch Damage: One hundred dollars (\$100) maximum

Eyeglass/Contacts: One hundred fifty dollars (\$150) maximum

No single event loss shall exceed five hundred dollars (\$500) per person.

This provision shall include uniforms as well as clothing worn by Detectives. In order to receive the benefit of this Article, the employee must report any claims at the time of the incident or prior to the end of the shift on which the incident occurred, and must receive no other restitution for the claim (such as insurance).

6. Soft Body Armor:

The City will reimburse employees not more frequently than every five (5) years for the cost of purchasing and replacing soft body armor vests, upon expiration of manufacturer's certification. This reimbursement shall not exceed seven hundred dollars (\$700).

If an employee terminates from City employment, the employee will reimburse the City, by way of deduction from the employee's final paycheck, an amount in accordance with the following schedule:

ARTICLE 23

SPECIAL PAY PRACTICES

1. Shift Differential Payments: Employees shall receive as additional compensation a shift differential payment calculated as a percentage of their base patrolman salary for the following shifts:

a. Eight Hour Shift Schedule:

Graveyard Shift:	22:00 hour to 06:00 hour	6% differential
Swing Shift:	14:00 hour to 22:00 hour	3% differential
Day Shift:	06:00 hour to 14:00 hour	0% differential

b. Twelve Hour Shift Schedule:

Graveyard Shift:	18:00 hour to 06:00 hour	6% differential
Day Shift:	06:00 hour to 18:00 hour	0% differential

c. Employees scheduled to work hours on a shift other than their normal shift will receive the appropriate shift differential for those hours actually worked, provided that their time card correctly identifies the total hours worked under each shift differential.

2. Detective Pay: Officers and Sergeants assigned to Detective duty shall be paid an additional eight and one half percent (8 ½ %) above their base salary while so assigned.

3. SWAT Training: All personnel assigned to the SWAT Unit shall be compensated for all time spent in City authorized training. The compensation shall be at the appropriate rate of pay, either straight time or overtime, and then converted to compensatory time off ("CTO").

4. Canine Officers: Officers assigned to work Canine duty shall be compensated for one (1) hour per day at time and one-half. Such compensation shall be given one-half (½) in pay and one-half (½) in compensatory time off. The additional compensation shall be deemed to compensate the employee for off duty time spent in the care, feeding and training of the canine assigned to work with the officer.

5. Call Out Pay: Employees called to duty during non-duty hours shall receive overtime for two (2) hours, or overtime for the actual time spent on the call out, whichever is greater. Call out shall include any time an employee is required to return to work during non-duty hours.

6. Court Pay: Employees required to appear in court during non-duty hours as a result of their employment as a City Police Officer, shall receive overtime for two (2) hours, or overtime for the actual time spent on the court appearance, whichever is greater. If the employee is required to testify, an additional one (1) hour pay at the overtime rate shall be received. The above applies for each scheduled court case.

ARTICLE 24

IN-SERVICE TRAINING AND EDUCATION INCENTIVES

The City shall reimburse employees for work related, educational expenses when recommended by the Police Chief and pre-approved by the City Manager.

1. Upon receipt of POST certification, the employee shall be compensated as follows:
 - a. Nevada Intermediate POST Certificate shall receive a one hundred fifty dollar (\$150) per year stipend.
 - b. Nevada Advanced POST Certificate shall receive a two hundred dollar (\$200) per year stipend.
 - c. Nevada POST Management Certificate shall receive a two hundred fifty dollar (\$250) per year stipend.
2. The City shall compensate an employee as follows for completion of degrees from an accredited college:
 - a. An Associate Degree - two hundred dollars (\$200) per year stipend.
 - b. A Bachelors Degree - two hundred fifty dollars (\$250) per year stipend.
 - c. A Masters Degree - three hundred dollars (\$300) per year stipend.
 - d. A Ph.D - four hundred dollars (\$400) per year stipend.

The educational incentives shall be recognized on July 1 of each year and paid during the first pay period of July.

The above certificates/degrees shall not be cumulative. The employee shall receive compensation for only the highest level of achievement.

ARTICLE 26

WORKING RULES

1. This Agreement supersedes all personnel rules heretofore in effect by the City and/or Winnemucca Police Department (the "Department") relating to those subjects addressed by the provisions of this Agreement. This Agreement does not preclude the City from formulating rules and guidelines which are consistent with the terms of this Agreement or the provisions of the NRS, subject to the procedures of this Article.

2. To the extent any personnel rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of written rules will be furnished and amendments to existing rules will be provided to the Association officials in the bargaining unit at least fifteen (15) working days prior to the effective date of such amendments.

3. The present Operations Manual of the Police Department shall be updated, if necessary, to conform to this Agreement within one hundred eighty (180) days following the effective date of this Agreement.

4. The rules, policies, procedures and directives are to be interpreted and applied uniformly to all employees in the bargaining unit under similar circumstances, but in no way is the Department precluded from promulgating other rules and procedures, provided that such rules and/or procedures are not inconsistent with the terms of this Agreement. The City will post and/or circulate any new or amended rules, policies, procedures or directives immediately upon their implementation.

5. Personnel Files:

a. Each employee shall have the right to review the material in the employee's own personnel file. Under no circumstances may personnel files be removed or taken from the City premises.

b. A representative chosen by the employee may, at the employee's request, accompany the employee during a personnel file review.

c. Personnel file materials shall be released only for the purpose of processing grievances and for City legal documentation, except when written consent is given by the employee.

d. All unfavorable material placed in an employee's personnel file must be inserted in a manner consistent with the guidelines provided by NRS 289.040, that is, the employee must read and initial/sign the material, and if the employee refuses to sign or initial the material, a notice to that effect is attached to the material and is placed in the file.

e. When an employee reviews their personnel file, if documentation has been filed incorrectly (i.e., document is filed under the wrong name, etc.), the documentation will be removed upon the request of the employee and directed to the appropriate person. The City will make every effort to ensure that documentation is filed in the correct personnel file.

ARTICLE 27

GRIEVANCE PROCEDURE

1. Definitions:

a. Grievance: A grievance is a claimed violation, misapplication and/or misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of rights reserved to the City shall not be grievable.

b. Grievant: A grievant is a unit member of the Association who is filing a grievance as defined above. Alleged violations, misapplications and/or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of the City or the Association as a group grievance and shall thereafter be represented by a single grievant. The Association's authorized representative may file a grievance on behalf of a unit member or on behalf of the Association.

c. Day: Day shall mean a day in which the City's main administrative office is open for business.

2. Informal Resolution: Within seven (7) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her supervisor. A supervisor shall have seven (7) days to give an oral answer to the employee. Failure by the employee to bring the grievance forward to the supervisor within the seven (7) day period shall end the grievance.

3. Formal Resolution:

a. Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within seven (7) days of such receipt of such answer, file a formal, written grievance with the grievant's supervisor containing a statement describing the grievance, the Section of this Agreement allegedly violated and remedy requested. The supervisor shall, within seven (7) days, have a meeting with the grievant and within seven (7) days thereafter, provide a written response to the grievant.

b. Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the department head. Within ten (10) days of receipt of the written appeal, the department head or his/her designee, shall investigate the grievance, which may include a meeting with the concerned parties and thereafter provide a written response to the grievant with ten (10) days.

c. Level 3: If the grievant is not satisfied with the written answer from Level 2, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the City Manager. Within fifteen (15) days of receipt of the written appeal, the City Manager, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter provide a written response to the grievant within seven (7) days. The Level 3 response for Minor Disciplinary Actions shall be final per Article 29.

ARTICLE 28

ARBITRATION

1. Designation: The parties will attempt to agree upon a professional neutral to serve as an arbitrator. In the event an agreement cannot be reached to select an arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the Federal Mediation and Conciliation Service (FMCS). If the parties cannot mutually agree on an arbitrator from the list, then the parties will alternatively strike names from such list until one (1) name remains, or the parties shall follow the procedure required by the agency supplying the list. The last person remaining on the list shall serve as arbitrator. The party to strike first shall be determined by lot.
2. Matters Not Subject to Arbitration Procedure: Proposals to create, add to or change this written agreement or addenda supplementary hereto, shall not be grievable nor submitted to an arbitrator and no proposal to modify, amend or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to the arbitration process.
3. Rules of Evidence: Strict rules-of-evidence shall not apply.
4. Privacy of Hearings: All hearings held by an arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.
5. Authority of Arbitrator: Decision of an arbitrator on matters properly before him/her shall be final and binding on the parties. No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute falls within the definition of a grievance as set forth in Article 27, or is an appeal from Severe Disciplinary Action, and has been processed in accordance with the provisions of this Agreement. The arbitrator's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement. The Arbitrator's decision shall be submitted, in writing, to the aggrieved party, the City Manager and the Association.
6. Cost: The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Association or the grievant, if the grievant is not represented by the Association, and the City. Each party, however, shall bear the cost of its own representation, including preparation and post-hearing briefs, if any.
7. Subpoenas: Any employee, grievant, or participant in the grievance and/or arbitration procedure who is called upon to testify by subpoena during a regular working business day shall be paid by the City for time so spent, but only for straight time hours the employee would have otherwise worked.

regulations; or for inability or refusal to properly perform duly assigned tasks; for substance abuse or other actions which constitute just cause for termination. Termination shall be imposed by the department head and shall be by written notice to the employee concerned. One (1) copy of such notice shall be delivered to the employee concerned and one (1) copy of the appropriate form shall be placed in the employee's official personnel file in the City Clerk's Office. Upon written request of the employee, a copy shall also be forwarded to the Employee's Association or the Association's authorized representative.

2. Classifications of Discipline: Oral reprimands and written reprimands shall be considered Minor Disciplinary Actions. Suspensions, demotions and terminations shall be considered Severe Disciplinary Actions.

a. Minor Disciplinary Actions:

1) Procedure for Imposing and Appealing Minor Disciplinary Actions: Minor Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire orientation period for current City employment. The following procedures shall apply exclusively to Minor Disciplinary Actions, except Oral Reprimands, for which there shall be no appeal.

2) Notice of Action: When a supervisor or manager believes it is necessary to impose a Minor Disciplinary Action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken and the effective date of the action.

3) Appeal of Minor Disciplinary Action: Within seven (7) days from receipt of the written notification, an employee who has received an oral or written reprimand, but believes the discipline is unwarranted, may appeal the action up to Level 3 of the Grievance Procedure (Article 27) of this Agreement for a final decision.

b. Severe Disciplinary Actions:

1) Procedure for Imposing and Appealing Severe Disciplinary Action: Severe Disciplinary Action may only be appealed by an employee who has successfully completed the initial hire orientation period for current City employment.

2) Notice of Proposed Action: Before taking action to terminate, demote or suspend a non-orientation period employee without-pay, the department head or his/her designee shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:

- a) A statement of the action proposed to be taken.
- b) A copy of the charges, including the alleged acts of omissions and grounds upon which the action is based.
- c) If it is claimed that the employee has violated a rule or regulation of the City, a copy of said rule or regulation shall be included with the notice.
- d) A statement that the employee may review and request copies

ARTICLE 30

AMENDING PROCEDURES

A party desiring to modify or change this Agreement shall, not later than February 1 of any year of the term, give written notice to the other party of amendment, in which event, the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become and be a part of this Agreement; the effective date to be as mutually agreed. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 32

SENIORITY/LAYOFF

1. In the event of a layoff or reduction in force due to lack of funds or lack of work, employees will be laid off according to seniority within the classifications being reduced starting with least senior employee.
2. Employees shall be given opportunity to transfer in lieu of layoff, to any other positions for which the employee is or has qualified, and is more senior than the least senior employee in that class.
3. For purposes of this Article, seniority of employees shall commence on the date of hire, and include any break in employment with the City not exceeding twelve (12) months.
4. Employees who are temporary or employees during the orientation period, shall not have seniority for purposes of bids or layoff, but shall be assigned as the Department sees fit, and shall be laid off before any other employee.

ARTICLE 35

DEATH IN THE LINE OF DUTY

The City will provide up to five thousand dollars (\$5,000) for the burial of an officer killed in the line of duty. "Death in the line of duty" is defined as any action, felonious or accidental, which claims the life of a Winnemucca Police Officer who is performing work related functions either on-duty or off-duty.

In the event an officer of the Winnemucca Police Department is killed in the line of duty, the City will continue to pay the survivor the officer's salary until the first workers compensation or life insurance payment is received by the survivor, for a period not to exceed six (6) months, unless extended by the City Council.

ARTICLE 37

DURATION OF AGREEMENT

This Agreement shall be in full force and effect on July 1, 2006, and shall continue in force through June 30, 2008.