COLLECTIVE BARGAINING

AGREEMENT

BETWEEN THE

City of Harrah, Oklahoma

AND THE

Fraternal Order of Police

Lodge #165

Effective: July 1, 2015 through June 30, 2016

INDEX OF ARTICLES

ARTICLE 1	Purpose	Pg. 5
ARTICLE 2	Authority & Duration	Pg. 6-7
ARTICLE 3	Recognition	Pg. 8
ARTICLE 4	Savings Clause	Pg. 9
ARTICLE 5	Prevailing Rights	Pg. 10
ARTICLE 6	Administrative Rights	Pg. 11-12
ARTICLE 7	Non-Discrimination	Pg. 13
ARTICLE 8	Strikes / Lock-outs	Pg. 14
ARTICLE 9	Bulletin Boards	Pg. 15
ARTICLE 10	Seniority	Pg. 16-17
ARTICLE 11	Complaint Investigations	Pg. 18-23
ARTICLE 12	Grievance Procedure	Pg. 24-27
ARTICLE 13	Wages/Qualifications/Pay Scale	Pg. 28-31
ARTICLE 14	Lodge Business	Pg. 32
ARTICLE 15	Personal Property	Pg. 33-34
ARTICLE 16	Standard Work Period and Overtime	Pg. 35-36

ARTICLE 17	Sick Leave	Pg. 37-39
ARTICLE 18	Injury Leave	Pg. 40-42
ARTICLE 19	Other Leave	Pg. 43-44
ARTICLE 20	Personnel Reductions and/or Layoffs	Pg. 45
ARTICLE 21	Vacation Leave	Pg. 46-47
ARTICLE 22	Holiday Leave	Pg. 48-49
ARTICLE 23	Family Medical Leave Act	Pg. 50-54
ARTICLE 24	Uniform and Equipment	Pg. 55-56
ARTICLE 25	Training	Pg. 57-59
ARTICLE 26	Labor and Management Meetings	Pg. 60
ARTICLE 27	Health Insurance	Pg. 61
ARTICLE 28	Off-Duty Employment	Pg. 62-64
ARTICLE 29	Take Home Car Policy	Pg. 65-66
ARTICLE 30	Court and Jury Duty	Pg. 67
ARTICLE 31	Drug-Free Workplace Policy	Pg. 68-74
ARTICLE 32	Longevity Pay	Pg. 75
ARTICLE 33	Meal Reimbursements	Pg. 76
ARTICLE 34	Police Pension/Retirement	Pg. 77

AGREEMENT	Full and Final Agreement	Pg. 78
SIGNING SHEET	Signing Sheet	Pg. 79

ARTICLE 1

PURPOSE OF AGREEMENT

PREAMBLE

Acknowledging that **11 O.S. 1981, Sections 51-101** ***et seq.,*** as amended, grants to Police Officers well recognized rights of labor, such as the right to organize, the right to be represented by a collective bargaining agent of their choice and the right to bargain collectively concerning wages, hours and all other terms and conditions of employment; pursuant thereto, this Agreement is entered into by and between *(Parties)*, the *City* of Harrah, Oklahoma (*Employer*), a municipal corporation and the Fraternal Order of Police #165(*Lodge*), the exclusive collective bargaining agent of the *City* of Harrah's Police Officers and thus made to:

(a) Establish **wages, hours, benefits, grievance procedures and all other conditions of employment** of represented officers of the *City* of Harrah Police Department.

(b) Provide for quality law enforcement and policing services throughout the *employer's* boundaries on an uninterrupted basis for the benefit of the citizens of the *City* of Harrah.

(c) Provide a means of amicable adjustment of labor disputes.

This Agreement reduces to writing the full and complete agreement of the parties and supersedes all prior negotiations and/or agreements, whether written or oral. This Agreement may be amended by mutual agreement of the parties, which agreements must be reduced to writing, executed by both parties and attached hereto.

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City Date Lodge Date

ARTICLE 2

AUTHORITY & DURATION

SECTION 1

The *Parties* recognize the Fraternal Order of Police as the sole and exclusive employee representative as set forth under **11 O.S. 51-103 of the Fire and Police Arbitration Act of the State of Oklahoma.** *Employer* agrees that under said statutes, the *City* and the *Lodge* are the only parties which may legally and appropriately confer, negotiate and enter into agreements on matters which relate to **wages, hours and all other conditions of employment** as provided in the **F.P.A.A.** and the **Collective Bargaining Agreement** covering all members.

SECTION 2

The *Employer* and the *Lodge*, have by these presents, reduced to writing the agreement entered into by the *City* of Harrah, Oklahoma and the Fraternal Order of Police, Lodge #165, through collective bargaining as that term is defined in **11 O.S. Section 51-101**, as amended.

SECTION 3

This Agreement shall be effective as of the 1st day of July, 2015 and shall remain in full force and effect through the 30th day of June, 2016, pursuant to the terms of the **Fire and Police Arbitration Act, 11 O.S. 51-101** *et seq*.

SECTION 4

This Agreement shall automatically extend for one (1) year terms after June 30, 2016, unless written notice for bargaining is given to either party, at least thirty (30) days before the anniversary date of such negotiated Agreement.

SECTION 5

The terms of this Agreement, as well as bargaining and arbitration for the terms of a successor agreement shall be governed by the terms of the **Fire and Police Arbitration Act, 11 O.S. 51-101 *et seq*.**

SECTION 6

It shall be the obligation of *Employer* and *Lodge* to arrange to meet at reasonable times and confer in good faith within ten (10) business days after any written notice requesting a meeting to collectively bargain.

City	Date	Lodge	Date

ARTICLE 3

RECOGNITION

SECTION 1

Employer recognizes the *Fraternal Order of Police,* as the exclusive bargaining agent for all bargaining unit members of the *City* of Harrah Police Department as defined by **11 O.S. 51-102 and 11 O.S. 50-101 (6).**

SECTION 2

The *Parties* recognize the following employees as being excluded from the bargaining unit:

(a) The Chief of Police or designee
(b) The Assistant Chief of Police / Administrative Assistant
(c) Non-commissioned employees
(d) Part-Time, Reserve and Probationary Police Officers

Note: This section in no way limits participation in the *Lodge* by anyone who so wishes to join and whose membership the *Lodge* at large accepts. This section only applies to the **bargaining unit**.

SECTION 3

The *Lodge* recognizes the *City Council* as the cooperate authority of the *City* of Harrah, Oklahoma for the purpose of collective bargaining. This Agreement is hereby made between the *City of Harrah* and the *Lodge* and is valid upon approval of the *City Council* and the *Lodge* at large.

Note: The *Employer* and the *Lodge* hereby agree that the wording used throughout this Agreement in the masculine gender shall also include the female gender.

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City Date Lodge Date

ARTICLE 4

SAVINGS CLAUSE

SECTION 1

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The *Parties* agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 2

Any appendices to this Agreement shall be numbered (or lettered), dated and signed by the *Employer* and the *Lodge* and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement and all appendices shall become a part of this Agreement.

SECTION 3

It is strictly understood that all time limits found within this Agreement may be extended by written **mutual** concurrence and agreement of the *Parties* herein.

City	Date	Lodge	Date

ARTICLE 5

PREVAILING RIGHTS

Employer and *Lodge* hereby acknowledge that the **Oklahoma Fire and Police Arbitration Act, 11 O.S. 1981, Section 51-111**, as it may be legislatively or judicially amended, modified, interpreted, repealed or invalidated from time to time, asserts that **"all rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting operation and administration of ... police departments, currently in effect of the effective date of any negotiated agreement, shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement."**

City	Date	Lodge	Date

ARTICLE 6

ADMINISTRATIVE RIGHTS

Section 1

Except as limited herein, all of the rights to manage and direct the police force, which have not been specifically abridged by this Agreement, shall remain the exclusive right of the *City* of Harrah and the Chief of Police. Such rights include but are not limited to:

A. To determine the Police Department and/or City policy, including the exclusive right to manage the affairs of the Police Department, in all respects; Except in cases of emergency, any amendments to policy will be announced ten (10) calendar days in advance of its implementation

B. To assign working hours;

C. To direct the members of the Police Department, including right to hire, lay-off, promote, transfer and, for just cause and subject to the grievance procedure, to discipline any employee covered by this agreement including, but not limited to, suspensions, demotions and terminations; Promotions shall be subject to a six (6) month promotional probationary period during which time the promoted employee will be evaluated. At the conclusion of this promotional probationary period, the employee will either be confirmed in their new position or will be returned to their previous position at the discretion of the Police Chief. Any non-confirmation will not be considered an act of discipline.

D. To determine the table of organization of the Police Department, including the right to organize and reorganize Police Department, to determine the size of the department, and the determination of job classifications and ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Police Department. The City agrees to meet with the Local regarding any safety and/or health concerns the Local may have so as to promote the most efficient exercise of this management right by the City.

F. To allocate and assign work within the regular scope of the employees' duties;

G. To be the sole judge of qualifications of the employees;

H. To schedule the operations and to determine the number and duration of hours of assigned duty per week;

I. To establish and enforce the Police Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods or techniques;

K. To determine the amount of supervision necessary;

L. To control the departmental budget;

M. To take whatever actions necessary to carry out the mission of the City in situations of emergency; and

Section 2

The *City Council* of Harrah has the right and authority to determine the purpose and mission of the *City* of Harrah and the amount of budget to adopt thereto, as specified in the *Charter of the City of Harrah*.

City	Date	Lodge	Date

ARTICLE 7

NON-DISCRIMINATION

Employer agrees not to discriminate against any employee for or because of their activity in behalf of or membership in the Fraternal Order of Police. *Employer* and *Lodge* agree that there shall be no discrimination against any employee or person because of race, creed, size, sex, national origin, religious conviction, age, handicap, seniority or status of *Lodge* membership.

City	Date	Lodge	Date

ARTICLE 8

PROHIBITION OF STRIKES & LOCK-OUTS

SECTION 1

During the term of this Agreement, *Lodge* agrees that it is the public policy of the State of Oklahoma to accord to the permanent members of any paid police department in any municipality all rights of labor, other than the right to strike or to engage in any work stoppage or slowdown. Furthermore, *Lodge* agrees that nothing contained within the **Fire and Police Arbitration Act** constitutes a grant of the right to strike and that such strikes are prohibited.

SECTION 2

Upon notification confirmed in writing by *Employer* to *Lodge* that any F.O.P. member(s) are engaged in a strike as defined in the **Fire and Police Arbitration Act, Section 51-102**, *Lodge* shall immediately order such F.O.P. member(s) to return to work at once. *Lodge* agrees to take all-reasonable action to secure the member(s) return to work as soon as possible.

SECTION 3

Employer agrees it shall not lock out any employees because of a labor dispute nor conduct any activities to discourage employees from exercising or asserting their rights pursuant to this **Agreement, Local, State or Federal Law and the Fraternal Order of Police.** *Employer* agrees not to engage in any activities or actions that promotes or allows a hostile working environment against employees.

City	Date	Lodge	Date

ARTICLE 9

BULLETIN BOARDS

SECTION 1

Employer agrees to allow the *Lodge* a bulletin board(s) located in the officers' area(s) at the Police Department Building. The exact location shall be mutually agreeable to the *Parties*.

SECTION 2

The said bulletin board(s) shall be used for the purpose of posting notices of F.O.P. meetings, elections, election returns, FOP appointments to office, shift-bid list, recruitment, off-duty employment opportunities, educational, recreational and social affairs or such other matters of the Fraternal Order of Police.

SECTION 3

It is understood by this Article that all material posted on the bulletin board(s) shall be consistent with what is reasonably and generally accepted to be appropriate in a public professional setting. It shall be the responsibility of the *Lodge* to insure the bulletin board(s) are current and properly maintained. Further, the *Lodge* will insure that the posting of such materials is limited only to those bulletin board(s) provided for the F.O.P.

SECTION 4

All material posted shall have the approval and signature of the *Lodge* President, Vice-President, Secretary or Treasurer.

City	Date	Lodge	Date

ARTICLE 10

SENIORITY

SECTION 1

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the original date of hire as a full-time commissioned Police Officer / employee and as applicable, in each classification.

1) Subsequent seniority dates for employees shall commence on the first (1st) day of hire as a full time employee and as applicable, assignment in each classification.

2) After the effective date of this Agreement, seniority for an employee reinstated shall continue, as uninterrupted, from their original date of hire and as applicable, their date of classification.

SECTION 2

In the event that two (2) or more employees have identical seniority based on their original hire dates, seniority shall be determined in order, as follows;

1) Previous law enforcement experience as a full-time certified peace officer
2) Test scores on the hiring and / or promotional written tests, if available and required
3) Alphabetical order of the employees last name
4) Any active reprimands in the employees' personnel file

Recall standing of employees with identical seniority, after all of these provisions have been exhausted, will be determined by the *Lodge*.

SECTION 3

Seniority shall terminate for the purposes defined in above sections, when any employee covered hereby, terminates their employment with the *City* of Harrah Police Department for any reason, to include retirement.

SECTION 4

Upon initial hire, *Parties* agree to a twelve (12) month "probationary" period. This probationary period is established strictly for the purposes of employee evaluation and training for the respective position being filled. This section does not exclude any employee to full rights, access and protection of all Articles of this Agreement except for Article 12, that is the Grievance Procedure.

SECTION 5

The Chief of Police will use seniority in determining any leave request.

City	Date	Lodge	Date

ARTICLE 11

COMPLAINT INVESTIGATIONS

SECTION 1

Employer and all management personnel shall treat Officers professionally, without discrimination, bias, hostility, racism or any threatening conduct which promotes, allows, creates or promulgates a hostile work environment. *Employer* shall not discriminate against any Officer covered by this Agreement for their connection, affiliation or participation in or with the Fraternal Order of Police, pursuant to the provisions established in this Agreement, to include but not limited to the **Oklahoma Fire & Police Arbitration Act, the Garrity Rule, the Weingarten Ruling and the Mathis Ruling.**

SECTION 2

Whenever an Officer is under any investigation and is subject to be questioned, interrogated or interviewed by members of the Police Department, for any reason which could lead to the Officer being disciplined in any manner other than a verbal warning, such questioning, interrogation or interview shall be conducted under the following conditions:

1. The Officer shall be provided in writing, the name, of all complainants, if known and a copy of the actual complaint document(s) including a description or name of the Officer alleged the complete and specific nature of the allegation and the complainant's signature. For the purposes of this Agreement, a "complaint" shall be defined as a written document containing specific allegations of misconduct, wrongdoing or violations of law against an Officer by the specific alleged victim of the misconduct, wrongdoing or illegal activity. Officers will be informed and provided with said information each and every time a complaint is received against them.

2. Preliminary discussions with supervisory personnel within the Police Department shall strictly be limited to giving notice to the Officer of the complaint received and to providing documentation to the Officer as established in Section 2, Item 1 of this Article. Preliminary discussions shall not include questioning or require oral or written documentation by the Officer over the complaint(s).

3. The Officer under investigation shall be provided in writing, the name of the person assigned to conduct or assist in the investigation. All questions directed to the Officer during any questioning, interviews or interrogations, shall be asked by and through one person at any time.

4. In accordance with the **Garrity Rule** and the **Weingarten Ruling**, if the activities, circumstances or events which pertain to the alleged conduct or acts which form the basis of the investigation, could possibly result in any disciplinary action to include criminal charges, the Officer may refuse to answer questions or to cooperate with the investigation. Such refusal shall not be subject to any disciplinary measures.

5. All questioning, interviews and interrogations shall be limited in scope to activities, circumstances or events that pertain to the Officer's alleged conduct or acts, which form the basis for the investigation and are contained in the initial complaint.

6. Interviewing sessions shall be conducted for reasonable periods and shall be timed to allow the Officer such personal necessities, breaks, rest periods and meals, as are requested by the Officer and are acceptable in a normal professional business setting.

7. The Officer being questioned, interviewed or interrogated shall not be subjected to any manner of repetitive questioning intended to confuse or entrap the Officer into providing conflicting responses to questions of the same nature, to offensive language or to being threatened with transfer, dismissal or any other disciplinary action. No promise or reward shall be made to the Officer as an inducement to obtain testimony or evidence.

8. The Officer being questioned, interviewed or interrogated shall be informed of all his /her rights pursuant to this procedure, prior to the commencement of any questioning and of responsibilities to answer all questions. The Officer shall have the right to consult a *Lodge* representative, attorney or any other representative of his / her choice, prior to any questioning.

9. The Officer shall upon request, have the right to be represented by a *Lodge* representative, an attorney at their expense or any other representative he / she chooses and may have them present at all times, during such questioning, interviews or interrogations.

10. The questioning, interviewing or interrogations of the Officer may be tape-recorded or recorded in written form, at the discretion of the investigator. The Officer under investigation may also record these proceedings, utilizing his / her own equipment and at his / her own expense. Recordings and tapes compiled by the Police Department shall be retained by the Police Department and will be strictly confidential. These recordings and / or tapes may be used in future administrative hearings involving the specific incident(s) being investigated. However, they shall not be used in addition to or in compilation with other administrative actions or investigations that the Officer may become involved with, exempting that the investigation results in being “sustained”.

11. When the investigation is complete and the Chief of Police has made a final classification, the officer will be furnished with a copy of all reports, tapes, transcripts, recordings, all known material facts, evidence, opinions and recommendations related to the investigation or the incident(s).

SECTION 3

The Officer under investigation shall receive written notification from the Chief of Police or his designee as to the outcome and / or the determination of the investigation. Should the Officer

be disciplined by written reprimand, suspension, demotion, transfer, reassignment or dismissal arising from this or any investigation or incident(s), he / she will be notified in writing as to the action being taken and the reasons therefore.

SECTION 4

No Officer shall be disciplined, demoted, denied promotion, transferred, reassigned, discharged or otherwise discriminated against in regard to the Officer's employment or threatened with any such treatment, by reason of the Officer exercising his / her rights granted by this Article. Any and all disciplinary actions must be for "Just Cause" and be properly documented as set forth by this Article and pursuant to this Agreement.

SECTION 5

In the event that as part of or during an investigation of an Officer, the Chief of Police convenes an Investigative Review Board, it shall consist of three members. One (1) member shall be chosen by the Chief of Police, one (1) member shall be chosen by the *Lodge* President and one (1) member shall be chosen by the Officer under investigation. Exempted members of an Investigative Review Board are the Chief of Police, the *Lodge* President, reserve or part-time Officers and civilian employees. Regardless of rank, standing or command status, members of an Investigative Review Board shall be considered as equivalent peers and shall not be subjected to any behavior from one another that are not consistent with this Article and pursuant to this Agreement. All findings of an investigation, whether by assigned investigator or an Investigative Review Board, shall be submitted directly to the Chief of Police for final classification and the *Lodge* President. Copies are to be provided to the Officer under investigation as set forth in this Agreement.

SECTION 6

After any investigation conducted on an Officer, the Chief of Police will determine the final classification of the complaint in one of the following ways:

(a) **Unfounded:** The allegation is false or not factual or made anonymously with no corroborative evidence.

(b) **Exonerated:** The incident complained of occurred, however, in a manner that was proper and lawful.

(c) **Sustained:** The allegation is supported by sufficient evidence.

REGULATION:

1. Investigations against Officers shall be considered strictly confidential and handled as such.

2. All internal investigation files shall be retained by the Police Department and are not a matter of public information or record unless it is required due to the opened records act of the State of Oklahoma.

3. Unfounded or Exonerated complaints and / or investigations against Officers shall remain confidential and all information or mention relating to the complaint and investigation shall remain in internal investigation files confidentially, exempting that the Chief of Police may inform the complainant of the final classification. The nature of allegations, results of internal investigations and disciplinary action taken may be treated as public information only if it is determined the Officer violated State or Federal Law or is required due to the opened records act of the State of Oklahoma.

4. Officers will have access to their Personnel File and to Department Policy and Procedures and shall not be discriminated against in any form or manner, due to the Officer requesting to view said materials.

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City	Date	Lodge	Date

ARTICLE 12

GRIEVANCE PROCEDURE

SECTION 1

The *Lodge* or any employee covered by this Agreement may file a grievance within ten (10) working days (excluding weekends and observed Holidays) of the alleged occurrence as hereinafter defined. All covered employees shall be afforded the full treatment and protection of federal and state laws, statues and regulations to include but not limited to, **the Garrity Rule, the Weingarten Ruling, the Mathis Ruling, as well as all Articles of this Agreement.**

SECTION 2

The *Lodge* President or designated representative, to include but not limited to the *Oklahoma FOP Labor Council*, may report an impending grievance to the Chief of Police or appropriate supervisor, in an effort to forestall its occurrence and / or obtain resolution. During this phase, the aggrieved employee, *Lodge*, Chief of Police, or the appropriate supervisor should make every effort to resolve the issue immediately.

SECTION 3

Any controversy between the *Employer* and the *Lodge* or any employee, concerning the interpretation, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

STEP ONE

Employees, believing them to be aggrieved, shall first discuss the matter with a designated *Lodge* representative.

STEP TWO

The employee and the *Lodge* representative, believing the grievance to be well founded, shall present in writing, to the Chief of Police or his / her designated representative, such grievance within ten (10) working days of the occurrence giving rise to the grievance. The Chief of Police shall provide a written response to the aggrieved employee, within fifteen (15) calendar days from the receipt of the grievance.

STEP THREE

If the grievance is not resolved in Step 2, a written grievance appeal shall be presented to the *City Manager*, within ten (10) calendar days of receiving the response by the Chief of Police. The *City Manager* shall then have ten (10) calendar days to provide a written response to the grievance appeal.

STEP FOUR

If the grievance is not satisfactorily resolved in Step 3, the *Lodge* shall have the sole right to discretion aggrieved employee to submit the grievance to arbitration.

STEP FIVE

a. The *Parties* shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).

b. Within ten (10) calendar days from the receipt of such list, a designated representative of the *Lodge* and the *City Manager* shall meet and alternately strike names, until one (1)-arbitrator remains, which shall be selected as the impartial Arbitrator. The Lodge shall strike the first name. Upon the selection of the Arbitrator, the *Parties* will notify the FMCS. This meeting, name striking and notification process shall be completed within three (3) business days.

c. Upon notification to the FMCS of the selection of the Arbitrator and that individual is contacted, the date for the arbitration hearing shall be set within ten (10) business days from the date the Arbitrator is notified of his or her selection if at all possible.

d. The Arbitrator shall call and conduct a hearing, giving at least seven (7) days notice in writing to the *Parties* of the time and place for such hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall be persuasive but not binding. Any and all documentary evidence and other data deemed relevant by the Arbitrator may be entered into evidence. The Arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issue/s presented for determination. The hearing will be completed no later than twenty (20) days from the time of commencement. As an option, the Arbitrator may issue a bench decision.

e. Within thirty (30) calendar days after the conclusion of the hearing, or as soon as possible thereafter, the Arbitrator shall issue a written opinion, containing the findings and recommendations with respect to the issues presented. A copy of the decision shall be mailed or delivered to the *Lodge* and to the *Employer*.

f. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the findings and recommendations of the Arbitrator shall be final and binding on the *Parties* to this Agreement and shall take effect no later than thirty (30) calendar days after receipt of the Arbitrator's decision.

g. The Arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and / or any supplement thereto. The Arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of this Agreement or to arbitrate away, in whole or in part, any provisions and amendments thereof. This shall not preclude individual wage grievances.

h. The cost of the impartial arbitration shall be shared equally between the *Lodge* and the *Employer*. If a transcript of the proceedings is requested, it shall be the responsibility of the requesting party to pay for it.

SECTION 4

All time limits set forth in this Article and this Agreement may be extended by written mutual consent of the *Parties*. Failure by either party to abide by the established time limits without written mutual consent extension shall result in an "in-favor" decision or "forfeit to" decision for the other party. This provision shall not be construed as a means to employ deception or trickery by either of the *Parties*, to obtain a premature decision or to avoid due process pursuant to this Agreement. All correspondence between all involved persons in this process should be by such delivery system as to ensure verifiable receipt. *Parties* shall work together professionally and encourage as well as promote that the provisions of this Agreement are met.

Bargaining Unit members agree that the "chain of command" will be followed on all grievances and complaints against management arising out of this Agreement. Note: this in no way takes away any federal or state right that *bargaining unit members* have to discuss contractual related topics with any duly elected official of the *City of Harrah.*

IT IS SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT FILING A GRIEVANCE UNDER THIS ARTICLE WHICH HAS AS IT'S LAST STEP, FINAL AND BINDING ARBITRATION, CONSTITUTES AN ELECTION OF REMEDIES AND A WAIVER OF ANY AND ALL RIGHTS BY BOTH PARTIES, TO LITIGATE OR OTHERWISE CONTEST THE LAST ANSWER RENDERED THROUGH THE GRIEVANCE PROCEDURE IN ANY COURT OR OTHER APPEALS FORUM.

City	Date	Lodge	Date

ARTICLE 13

WAGES/PAY GRADES/QUALIFICATIONS/PAY SCALE

Section 1

The Wage Scale shall be reflected on the following pages. Pay grades are as follows and is according to the City of Harrah's Pay scale:

Police Officer I (Patrolman I): Pay starts at H2-3 to max of H3-5.

Note: A new hire may be given one (1) step increase for each year as an Officer for another Law Enforcement Agency, up to a maximum of five (5) years of experience.

Police Officer I is earned by the Officer meeting the following standards:

1. Employed as a full-time certified Police Officer with the Harrah Police Department or CLEET Certification within one (1) year of employment.

2. The Officer must be familiar with the policies and procedures of the Harrah Police Department.

3. The Officer must be able to take a crime incident report including all basic information needed to file charges.

4. The Officer must be able to work an accident, major or minor, and to administer help until medical help arrives.

5. The Officer must be cross-trained in the area of investigations pertaining to the ability to investigate those misdemeanor and felony cases allowed to be investigated by the patrol division.

6. The Officer must be able to prepare and handle all affidavits necessary in the case the Officer is investigating along with the preparation of any other necessary paperwork needed for the presenting of criminal charges to the District Attorney's Office.

Corporal: Pay starts at H2-9 to max of H4-6.

Note: An Officer promoted to Corporal who is at or above H2-9 at the time of promotion, will receive a two (2) step increase in pay. If said Officer's pay is below H2-9 at the time of promotion, said Officer's pay will go to H2-9.

Corporal is earned by an Officer meeting the following standards:

1. Employed by the *City* of Harrah as a full-time Police Officer for a minimum of three (3) years.

2. Must be cross trained in the area of investigations pertaining to the ability to investigate those misdemeanor and felony cased allowed to be investigated by the patrol division.

3. The Officer must be able to prepare any and all affidavits necessary in the case he or she is investigating along with any other necessary paperwork needed for the presenting of criminal charges to the District Attorney's Office.

4. The Officer must be trained in Breathalyzer/Intoxilizer and must remain current in the certification by taking refresher test yearly.

5. The Officer must be Radar Certified.

6. The Officer must be trained in the area of Standardized Field Sobriety Testing (SFST).

7. The Officer must have received an overall rating of above average in the last Performance Evaluation.

8. Completed all requirements of Police Officer I.

Officers may apply for Corporal at least thirty (30) days prior to their original anniversary of employment date and/or every six (6) months after their original anniversary.

Officers in the position of Police Officer I will receive priority for schools or training which qualifies them for the Corporal position, especially the CLEET training. In the event two (2) or more Officers apply for the same training that is needed to qualify for the Corporal position, the Officer with seniority will have priority if scheduling will not allow both Officers to attend. (The Officer unable to attend would then receive priority for the next opening) The Chief of Police will give priority to schedule training needed for the Corporal position.

Personnel with the pay grade of Corporal must continue to meet all the requirements of Corporal to maintain the pay grade.

Sergeant: starts at H3-3 to max of H5-5.

Note: An Officer promoted to Sergeant whose pay is at or above H3-3 at the time of promotion, will receive a three (3) step increase in pay. If said Officer's pay is below H3-3 at the time of promotion, said Officer's pay will go to H3-3.

Sergeant is earned by an Officer meeting the following standards:

1. Demonstrate all requirements of Corporal.

2. Must have the needed supervisory skills

3. Employed by the *City* of Harrah as a full-time Police Corporal for a minimum of three (3) years.

4. The Officer must have received an overall rating of above average in the last Performance Evaluation.

5. The Officer must successfully pass written examination.

Personnel with the pay grade of Sergeant must continue to meet all the requirements of Sergeant to maintain the pay grade.

The Chief of Police will give priority to schedule training needed to Corporal for the Sergeant position when position needs to be filled.

City agrees to a (1) one time pay increase of (2) two steps totaling 6% increase to all personal as of July 1, 2015

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City Date Lodge Date

ARTICLE 14

LODGE BUSINESS

Section 1

The *Lodge* as a whole shall be permitted up to one hundred and twenty (120) hours of professional leave to conduct *Lodge* business. If additional time is needed, members may use their accrued vacation leave. The request for professional leave shall be submitted in the same manner as vacation leave (i.e. standard leave request form), at least three (3) days prior to its use. In case of an emergency, the request may be made orally to the Chief of Police and later confirmed in writing. Such request shall be subject to manpower considerations. The *Employer* agrees to make every reasonable effort to afford *Lodge* member's professional leave for official Fraternal Order of Police business. A log showing total professional days used shall be maintained in the office of the Financial Director. Professional leave is separate and not computed against employee accrued vacation leave, holiday leave, and compensatory time or on non-scheduled workdays, to include regularly scheduled days off. The *Employer* shall be entitled to assume all requests for professional leave have been approved by the appropriate *Lodge* officials and shall not be responsible for granting additional time if such requests were not authorized.

Section 2

The President, Vice-President, Secretary, Treasurer, and State Trusty of the *Lodge* shall be allowed duty time to attend regularly scheduled *Lodge* meetings, if their regular shift occurs during the time in which such meetings are held. All members shall be able to attend *Lodge* meetings while on duty, subject to immediate call.

City	Date	Lodge	Date

ARTICLE 15

Personal Property

Section 1

The *Employer* agrees to repair or replace eyeglasses, contact lenses, dentures, duty weapon and/or wristwatches unexpectedly destroyed as a result of a *Lodge* member's on-the-job work duties, subject to the remaining sections of this Article.

Section 2

(a) A *Lodge* member shall be required to notify the Chief of Police or his designee in writing, of a claim for repair or replacement of personal property within five (5) days of the damage or destruction of the *Lodge* member's eyeglasses, contact lenses, dentures, duty weapon or watches. The *Lodge* member shall be required to provide the *Employer* with a written estimate of repair or replacement of the items damaged or destroyed. The *Lodge* member shall also be required to provide a receipt for the purchase of replacement personal property if the *Employer* agrees to replacement of the item. The *Employer* may require the member to provide additional verification to determine the validity of the claim.

(b) The *Employer* shall have the right to require proof that damage to personal property occurred while the member was on duty or acting within the realm and scope of their position as a Police Officer. The *Employer* shall only be responsible for paying for repairs or replacement that occurred while the member was on duty or acting under the realm and scope of a Police Officer.

Section 3

The maximum amount payable for any and all items damaged in a single occurrence shall be $200.00 for eyeglasses, contact lenses and/or dentures, $600.00 for duty weapon and $25.00 for watches. If such an item of personal property is replaced, the replacement item must be of a similar type and quality.

Section 4

The *Employer* shall retain the right to determine the feasibility of either repairing or replacing damaged or destroyed eyeglasses, contact lenses, dentures or watches. The *Employer* may require a statement from an individual experienced and qualified in the repair of the appropriate item as to the feasibility and practicability of repair of the item versus replacement of the item.

Section 5

This Article creates no property right for *Lodge* members, or responsibility or liability of the *Employer* to pay any claim, which may arise from incidents in which personal property is damaged or destroyed and the member fails to properly notify the *Employer* as provided for in section 2 of this Article.

Section 6

The *Employer* shall have no responsibility to repair or replace any personal property that is damaged or destroyed as a result of horseplay or other non-work related activities.

Section 7

The *Employer* shall replace any clothing item damaged and/or destroyed in the line of duty that was used by any officer in the plain clothes division.

City	Date	Lodge	Date

ARTICLE 16

Standard Work Period and Overtime

Section 1

The *Parties* agree the work period established for employees covered by this Agreement shall be consistent with the **Fair Labor Standards Act (FLSA).** All employees covered by this Agreement are eligible for overtime compensation. The *Lodge* agrees that compensation shall be in the form of compensatory time. Said compensatory time will be used at a time that is agreeable between the parties. For the purpose of this Agreement, the established work period shall be seven (7) days (40 hours per **work** period). The Chief of Police may assign Officers to "Special Duties" (i.e. School Resource Officer, Investigator, K-9, etc.) and has the right to change hours of work as long as the employee is allowed to work at least forty (40) hours in a work period. This work period will be from Sunday to Saturday, beginning the first full week in July of each year.

Section 2

Vacations, Holidays, and paid sick leave shall be considered as time (hours) worked within the work period. Those hours shall not be used in calculating of compensatory hours in Section 3 of this article. Employees shall be allowed one (1) hour for lunch each day provided operational requirements permit. Every effort shall be made to allow employees a reasonable lunch period each day.

Section 3

Employees shall receive overtime compensation for all hours worked in excess of forty (40) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the actual hours worked over forty (40).

Section 4

An employee who is off duty and is called back to work including for court and/or meetings called by the Chief of Police, when such time is outside the employee's regularly scheduled shift shall receive overtime compensation according to Section 3 of this article. If an employee who is off duty is called to court, the employee will receive overtime compensation until released by the Court or upon completion of the assignment that caused the employee to be called back to work.

Section 5

The maximum amount of compensatory time, which an employee may accrue at any one time, shall be four hundred and eighty (480) hours. Employees who terminate their employment with the *Employer* shall receive payment for any unused compensatory time at their rate of pay at termination of employment.

Section 6

Lodge members agree to seek and obtain approval for any overtime hours worked.

Section 7

Compensatory time will be scheduled at a time that is agreeable to the employee and employer.

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City Date Lodge Date

ARTICLE 17

SICK LEAVE

Section 1

The *Employer* agrees that all *Lodge* members shall accrual eight (8) hours of sick leave per month beginning the first day of employment, but is not available to be used within the first 6 months of employment. Sick leave with pay shall be granted for the following reasons: Personal illness or physical incapacity resulting from causes beyond the employee's control; enforced quarantine of the employee in accordance with health regulations, or for anyone that falls under the City's "Family Medical Leave Act" definition of immediate family member, who is sick or injured and requires the employee's attention.

Section 2

Employees that are absent from work because of illness must notify the Chief of Police or his designee prior to the actual work period beginning time giving a minimum of two (2) hours notice except in extreme emergent cases.

Section 3

Any employee who has accrued a total of two-hundred (200) hours or more of sick leave may donate up to but not to exceed one-half (½) of their total amount accrued to any employee who has sustained a prolonged injury or illness. Such donations can only be made after the recipient has exhausted their own entire Annual, Holiday, Compensatory, and/or Sick Leave. Final approval must be granted in writing by the City Manager. No employee will be allowed to donate as much leave as to reduce his or her total accrued sick leave below one-hundred (100) hours.

Amount – Each employee is allowed eight (8) hours a month sick leave with pay. Sick leave need not be used within a specified time but may be accumulated up to a maximum of eight-hundred (800) hours at the end of the fiscal year.

Sick leave will not be utilized unless the employee has accumulated said leave.
Upon being fully vested in the employee's retirement system and upon retirement of employment, the employer shall pay the employee for ½ of their unused sick leave up to a maximum of four-hundred (400) hours.

Section 4

An Employee who continues to be physically unable to perform his normal duties for a period of three (3) consecutive working days or more, shall be required to provide a licensed physician's statement to the Police Chief or Deputy Police Chief and every consecutive thirty (30) day period of such absence containing the following information confirming the employee's continued inability to perform his normal duties. Additionally, an employee may be placed on "proof status," requiring an employee to bring a medical certification for any future sick leave occurrences where: 1) the employee has frequent sick leave usage, defined as nine (9) sick leave occurrences without a physicians written statement within a twelve month period, or 2) a pattern of sick leave usage develops. Proof status shall be for a six (6) month period. Any sick leave occurrence while on proof status without a physician's written statement will automatically extend the period by an additional three (3) months and the

officer will be subject to discipline for sick leave abuse. The City will advise the employee and, if the employee has designated a FOP representative, the FOP representative of being placed on proof status or any extension thereof. The physician's statement contemplated herein shall include:

a. Brief statement as to the nature of the employee's illness.

b. Brief statement as to the treatment being administered to the employee and the employee's progress under the treatment.

c. Statement as to when the employee will be deemed by the physician to have sufficiently recovered from his illness in order to be able to return to his normal duties without limitations or restrictions.

City	Date	Lodge	Date

ARTICLE 18

INJURY LEAVE

To be in compliance with state law, the *City* and the *Lodge* agree that the injury leave will follow **Title 11 O.S. Section 50-116.1** that states:

Whenever any member of the police department of any municipality is unable to perform the member's duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, notwithstanding the provisions of sections **11 and 12 of Title 85 of the Oklahoma Statutes**, the salary shall be paid by the municipality to the member and shall continue while the member is sick or temporarily disable for a period of not more than six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months, after which said period the provisions for permanent total or permanent partial disability benefits of the **Oklahoma Police Pension and Retirement System** shall apply. Should a member receiving a salary under this section be eligible to receive, and should the salary of the member under this section exceed any temporary disability benefit paid to the member under **Section 1 et seq. of Title 85 of the Oklahoma Statutes**, the member shall transfer said temporary disability benefits under **Section 1 et seq. of Title 85 of the Oklahoma Statutes** to the municipality while the member is sick or temporarily disabled.

A. Reporting Injuries:

1. An employee shall report as soon as possible to his Supervisor, Department Head, or to the Human Resources Manager any on-the-job injury regardless of the extent of the injury. Without good cause, failure to report an injury immediately is a violation of City policy and the employee may be subject to disciplinary action.

2. The Supervisor/Department Head shall secure first aid and determine if the employee needs further medical attention. If any reasonable doubt exists, the employee should be examined by a medical doctor/medical facility selected by the City.

3. ~~With the approval of the City, an employee may use his own personal physician. However, the City reserves the right to have the City's physician examine the employee prior to and during the treatment except for emergencies. The employee and his Supervisor must obtain a medical authorization form from the Human Resources Director prior to such alternative treatment. Exceptions to this procedure may be granted in the case of an emergency but a telephone call must be made by the Department Head or his designee informing the Human Resources Director of the injury.~~ Injured employee will be treated by physician selected by the City.

4. The City Manager and the Human Resources Director must receive a full report of any injury, signed by the employee, if possible, and the immediate supervisor within three (3) working days. Employees will also be supplied with a copy of a form to be completed by the attending physician/health care provider in order for payment to be made to the physician and/or hospital.

B. Employees on injury leave must return to duty at the earliest practical date. Employees on injury leave may be required to submit proof of continuing disability to the City Manager and the Human Resources Director. Employees returning to regular, non-restricted duty must submit a "Release to Work without Restrictions" form from the attending or City's physician to the Human Resources Director.

C. Fitness for Duty Exam: An employee may be required to undergo a fitness for duty examination by the City's physician to determine whether the employee is able to perform the essential functions of the position with or without accommodation. If an accommodation is not possible without an undue hardship to the City, the employee's services may be separated.

D. Nothing in this section shall be construed, deemed or interpreted as abridging or interfering with an employee's rights under the Oklahoma Workers' Compensation Act, nor shall any provision of such laws abridge or interfere with the benefits provided under this section or the rights of the City reserved herein.

E. Employees unable to work due to a job related injury are not authorized to work any secondary job for compensation without the approval of the City Manager.

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City	Date	Lodge	Date

ARTICLE 19

OTHER LEAVE PROVISIONS

Military Leave:

Military Leaves of Absence and Restoration of Position - A full time employee who is a member of the reserve component of any branch of the Armed Forces and who is either ordered to active duty or is required to attend annual training tours of duty is entitled to the benefits pursuant to applicable state and federal laws as amended from time to time. An employee returning from military leave is entitled to re-employment to his former position in accordance with State and Federal Laws. A copy of the employee's orders must accompany any request for time off.

Leave of Absence Without Pay:

A leave without pay may be requested by a regular full time employee following one full year of service. Exceptions to the time in service requirement may be made at the discretion of the City Manger in unusual circumstances. The leave request must be submitted in writing to the Human Resources Director for consideration by the City Manager stating the reason for the leave and the approximate time. A leave of absence must not interfere with the normal operations of the Department. Any leave shall not exceed six (6) months. An extension of leave time may be requested due to an emergency or extenuating circumstance. Benefits will not accrue during this period. Except as provided in the City's FMLA policy, health insurance benefits will only continue upon payment of full premiums by the Employee.

Voting:

Any employee will be allowed a reasonable amount of time off up to the maximum required by state law in order to vote should the employee be unable to vote at any time other than working hours due to requirements of the City. The employee must request time off to vote at least one (1) day prior to the election.

Absence Without Leave:

Absence without leave means any absence of an employee from duty without specific authorization. Whenever an employee is absent from work without prior authorization, the employee shall not receive pay for such absence and may be subject to disciplinary action.

Abandonment of Position:

An employee who is absent from work for two (2) consecutive working days without prior authorization shall be deemed to have abandoned and resigned his position effective at the beginning of the first day of unauthorized absence. The employee's separation will be reported as a resignation by abandonment of position.

Civil Leave:

An employee will be given time off with pay when performing jury duty or when required to serve as a witness in any criminal or civil proceeding as a result of his/her duties for the City not to exceed thirty (30) days in any twelve month period. This does not apply to testimony in non-city related business. The compensation paid by the Court to the employee for such duty is to be deposited to the General Fund of the City. If an employee is involved in a personal court action, he may be granted leave to attend to his business; however, the time off will be charged to his vacation leave or compensatory time and, thereafter, will be leave without pay.

Bereavement Leave:

An employee may be granted up to three (3) days off with pay for funeral leave per year. Such leave will be allowed for an employee to attend the funeral, make arrangements for or to perform related activities involving an immediate family member defined as spouse, children, parents, grandparents, grandchildren, brother or sister (all to include step, half or foster relationships). Funeral leave may also be used by an employee for situations involving an employee's spouse's immediate family.

City	Date	Lodge	Date

ARTICLE 20

PERSONNEL REDUCTION AND/OR LAYOFFS

In the event of a reduction in force, employees shall be laid off in inverse order of seniority, to be determined by the employee's original date of hire. Employees shall be recalled from layoff status by seniority, to be determined by the employee's original date of hire. Recall rights shall be preserved for a period of two (2) years from the date of layoff. Notice of recall shall be mailed via certified mail to the *Lodge* and to the employee, at their last place of residence shown on the *Employer's* personnel records. Any employee who fails to report for duty within thirty (30) business days following receipt of the notice of recall or within thirty (30) business days following attempted delivery of such notice if the same is unclaimed or otherwise not actually received, shall be deemed as having permanently terminated their employment. No new employees will be hired until the employees laid off and the *Lodge* has been notified of recall.

City	Date	Lodge	Date

ARTICLE 21

VACATION LEAVE

Regular Vacation

Full time employees will be eligible to accrue annual leave which may be used for vacations, time off to attend to business and for personal reasons. Accrual of annual leave is computed from the anniversary date of employment. Annual leave accrues at the following rate:

0-5 years	0-71months	7 hours per month or 84 hours per year
6-10 years	72-131 months	8 hours per month or 96 hours per year
11 or more years	132+ months	10 hours per month or 120 hours per year

Vacation leave will begin accruing the first day of employment, but is not available to be used within the first 6 months of employment. Vacation leave is to be taken in the year in which it is accrued. However, employees may carry forward no more than one year of accrued vacation leave into the next fiscal year, unless conditions are of such that the employee could not have utilized vacation hours, manpower shortages, then the employee can carry over more hours with written approval by the Chief of Police and the City Manager. At the beginning of each fiscal year, employees are to designate, to the extent possible, the times when they wish to use vacation leave during that fiscal year to allow Department Heads to plan work schedules and projects. Upon termination from employment, employees will be paid for accrued but unused vacation leave. Employees may take only the amount of leave time, which has been accrued. Under normal circumstances, unearned annual leave will not be advanced to employees.

All requests to use vacation leave must be approved in advance by the Supervisor/Department Head and scheduled so as not to unduly disrupt the efficient operations of the Department. It is the responsibility of the Supervisor/Department Head to ensure that the employee's vacation leave is scheduled within twelve (12) months of the employee's anniversary date of employment. Accrued vacation leave may be

scheduled in increments of a minimum of two (2) hours but not more than a maximum of eighty (80) hours. Requests for scheduling of vacation leave in excess of eighty (80) hours will require approval of the Department Head.

On June 1st and December 1st of each year, if funds are available and approved by the City Manager, an employee who has accrued unused vacation leave in excess of forty (40) hours may request that the City buy back vacation leave in increments of forty (40) hours. In addition, any employee who has accrued more than forty (40) hours of vacation leave may donate up to one-half of all accrued vacation leave to any other employee who has sustained a prolonged illness or injury and who has exhausted all of his/her own vacation and sick leave.

City	Date	Lodge	Date

ARTICLE 22

HOLIDAY LEAVE

Certain days are set and approved by the *City Council* as paid holidays for employees of the *City* of Harrah. The days observed by the *City* of Harrah are as follows:

New Year's Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	∗Floating Holiday

∗Floating Holiday may be used anytime with mutual agreement and coverage allows and must be used in the same calendar year.

A. The *Employer* shall see that all bargaining unit members are credited holiday leave according to the above *City Council* approved holidays. Any holiday that falls on a Saturday shall be observed on the preceding Friday or workday. Any holiday that falls on a Sunday shall be observed on the following Monday or workday. Holiday Leave shall be accrued if the employee is required to work the holiday or if the holiday occurs on the employee's regular day off, with the day taken to be mutually agreed upon between the employee and the department head at a later time. In order to qualify for holiday compensation, the employee must work his entire shift the day before the holiday and the entire shift after the holiday unless the day off has been pre-approved.

B. The Employer agrees to compensate those bargaining unit members who have to work on an actual holiday, time and a half (1.5 hrs per hr) of holiday leave to be used at a later date.

City	Date	Lodge	Date

ARTICLE 23

FAMILY MEDICAL LEAVE ACT

FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

1. APPLICATION. This policy applies to individuals who have been employed by the City for at least one (1) year, and have worked at least 1,250 hours during the preceding twelve (12) month period.

2. DEFINITIONS.

1. "Child" means a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in the place of a parent, under 18 years old or if 18 years old or older is incapable of self-care because of mental or physical disability.

2. "Parent" is the biological parent of the employee or an individual who stood in place of the biological parent when the employee was a son or daughter.

3. "Spouse" is a husband or wife. The term does not include an unmarried domestic partner.

4. "Serious illness" means an illness, injury, impairment or physical or mental condition that involves either: (1) in-patient care in a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider.

3. 1. REASONS FOR LEAVE. An employee who meets the requirements set forth in Sections A and B above, may be granted a total of twelve (12) weeks of family medical leave during a twelve (12) month period, [the twelve (12) month period is based on a rolling year], for the following reasons:

A. The birth of the employee's child and in order to care for the child;

B. The placement of a child with the employee by adoption or foster care;

C. To care for the employee's spouse, child or parent who has a serious health condition; or

D. A serious health condition that renders the employee incapable of performing the functions of his or her job.

2. BOTH SPOUSES WORKING FOR THE CITY. The total family leave that may be taken by spouses who are both employees of the City shall not exceed a total of twelve (12) weeks if the leave is taken for birth, adoption or care of a sick child or parent. This section does not apply to the employee's own illness, where both employees would each be entitled to a total of twelve (12) weeks leave.

3. BIRTH/PLACEMENT OF A CHILD. The entitlement to leave for the birth or placement of a child by adoption of foster care will expire twelve (12) months from the date of the birth or placement.

4. NOTICE OF LEAVE. An employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment for the employee or family member, must submit an application for leave at least thirty (30) days before the leave is to begin. If

leave is to begin within thirty (30) days, an employee must give notice to the department head as soon as the necessity for the leave arises.

In all cases, an employee requesting leave must complete an "Application for Family and Medical Leave" form. The completed application must state the reason for the leave, the duration of the leave, and the estimated starting and ending dates of the leave. The completed application must be submitted to the City Manager or his designee for approval.

5. MEDICAL CERTIFICATION OF LEAVE. An application for leave, based on the seriousness of the health condition of the employee or the employee's spouse, child or parent, must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the leave is needed to care for a spouse, child, or parent of the employee, the certification must so state, along with an estimate of the amount of time the employee will need. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job. The City may request a second opinion, at the City's expense. If the original opinion and the second opinion conflict, the City may require a third opinion by a physician jointly selected by the City and the employee. The City will bear the cost of the third opinion, which is final and binding on the employee and the City, as to the necessity of the medical leave. The City may require subsequent re-certification "on a reasonable basis," such as every thirty (30) days.

6. PAID/UNPAID LEAVE. If an employee is taking leave because of the employee's own serious health condition, the employee must first use his/her accrued vacation leave and sick leave as part of the twelve (12) weeks and may request to use any accrued compensatory time. After all vacation and sick leave has expired, the remaining part of the twelve weeks will be without pay. If the leave is due to any of the other reasons set forth in paragraph C above, the employee must first use all accrued

vacation leave and may request to use any accrued compensatory time off or sick leave. Thereafter, the remaining twelve (12) weeks will be without pay.

7. BENEFITS COVERAGE DURING LEAVE. During a period of family or medical leave, an employee will be retained on the City's health plan under the same conditions that applied before leave commenced. To continue health coverage, the employee must continue to make any contributions that he was making to the plan before taking leave.

If the employee fails to return to work after the expiration of the leave, the employee may be required to reimburse the City for payment of all health insurance premiums made by the City during the family or medical leave as provided by the Family and Medical Leave Act.

An employee is not entitled to the accrual of any seniority or any other employment benefits that would otherwise have accrued during the period of leave. An employee who takes family or medical leave will not lose any seniority or employment benefits that accrued before the date leave began.

8. RETURN FROM LEAVE. An employee must complete and submit to the Department Head a "Notice of Intention to Return from Family or Medical Leave" form, before he or she can be returned to active status. If an employee wishes to return to work prior to the expiration of an approved family or medical leave of absence, notification must be given to the employee's Department Head at least five (5) working days prior to the employee's planned return. An employee must also submit a certificate form the employee's health care provider indicating that the employee is able to resume work where the leave is due to the employee's serious health condition.

Upon return to work, an employee will be restored to his old position or to a position with equivalent pay, benefits and other terms and conditions of employment. The City cannot guarantee that an employee will be returned to his or her original job.

9. FAILURE TO RETURN FROM LEAVE. The failure of an employee to return to work upon the expiration of a family or medical leave of absence will subject the employee to immediate termination unless an extension is granted by the City Manager. An employee, who requests an extension of family leave or medical leave due to the continuation, recurrence or onset of her or his own serious health condition, or of the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the City Manager. The request must be accompanied by a physician's statement as to the necessity for the continued leave. The written request should be made as soon as the employee realizes that he or she will not be able to return at the expiration of the leave period. The extension must be approved by the City Manager or his designee.

City	Date	Lodge	Date

ARTICLE 24

UNIFORMS AND EQUIPMENT

Uniforms and equipment to be issued to each officer upon initial hire will be as follows:

2 sets of Summer Uniforms (each year)
2 sets of Winter Uniforms (each year)
3 Necktie or “Dickies”
1 “Tuffy” jacket
1 Rain Coat
2 Name Plates
2 sets of Collar Brass
1 Body Armor Ballistic Vest (replaced upon warranty period ending - 5 years)
1 O.C.Spray (as approved by the Chief of Police upon the officer receiving CLEET training)
1 Expandable baton (as approved by the Chief and CLEET training received)
2 Breast Badges
1 BDU Uniform
1 Pair of Leather Duty Boots

For Bargaining Unit Members assigned to motor division:

1 Pair of motorcycle boots
1 Leather coat
1 Bell motorcycle helmet
1 cold weather face mask

Note: These officers can choose to buy breeches (motorcycle riding pants) as long as they keep at least one class A uniform pant for special occasions.

For Bargaining Unit Members assigned to the K-9 division:

Note: These officers can choose to buy the majority of their uniforms as the BDU's as long as they keep at least one class A uniform for special occasions. The Employer also agrees to buy any equipment for the K-9 officer (dog) that the Chief of Police requires for the use of the Police animal.

All the above items will be replaced upon need as determined by the Chief of Police or his designee.

∗Duty Leather Gear shall be replaced, by specific item, as approved by the Chief of Police, upon the Chief of Police determining that said item needs replacing.

The quality, color, manufacture and vendor of the items shall be at the sole discretion of the *Employer*.

The *Employer* further agrees to provide each member of the bargaining unit with $150.00 per month, paid monthly between the two (2) pay roll checks, for the purpose of cleaning and/or maintaining of uniform articles.

The *Employer* further agrees that Summer Uniforms will be ordered in December of said year, and that Winter Uniforms will be ordered in July of said year.

The Employer further agrees that due to the high use of personal cell phones for City business, the employer agrees to pay all bargaining members $25.00/per month to off set cell phone bills.

The Employer further agrees to provide a separate phone for supervisory personnel up to a maximum $45 per month.

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City Date Lodge Date

ARTICLE 25

TRAINING

Section 1

Training is both encouraged and in some cases mandatory for officers. All officers are eligible to participate in all required training, recommended training, and on-the-job training programs; provided the training will tend to improve the services for which the employee was hired to perform. Enrollment in any course must have prior authorization from the Chief of Police or his designee. A copy of said authorization shall be kept in the records of the Chief of Police or his designee. Officers agree to provide a copy of any certificate, diploma, etc. to the Chief of Police or his designee and a copy of such will be placed in the officer's employee personnel file.

Section 2

The employer agrees to allow the use of departmental vehicles to furnish transportation to and from any certification or training class or may at the election of the *City,* pay the officer the standard mileage rate. If two or more officers are attending the same class and a *City* vehicle is used, "car-pooling" will be utilized.

Section 3

The officer shall have the option but shall not be required to work an eight (8) hour shift immediately before or after completing an eight (8) hour training course or class. It is understandable that all training is subject to workload considerations.

Section 4

Tuition assistance for officers will be provided for those who have requested assistance for courses in advance of enrollment and which are administered by an accredited college, university, or technical training center. Tuition is limited to the maximum of the highest in-state tuition and fees charged per credit hour by public Oklahoma University or Colleges. To be acceptable for reimbursement of tuition,

each course taken must provide training which will tend to improve the services which the officer was hired to perform or may be reasonably expected to perform and said course must be completed with a grade of C or higher. When a letter grade is not awarded, a "satisfactory" level is acceptable. Correspondence needed towards a degree must be attached to the individual's request for reimbursement. The request must be approved by the Chief of Police and the City Manager and filed in the individual's personnel file.

Upon successful completion of an approved course or courses, the applicant will initiate a claim on a purchase order for reimbursement of tuition as follows:

A. The officer must present a receipt from the university or college reflecting the amount paid for tuition.

B. The officer must present a grade report from the registrar reflecting a grade of "C" or higher, or "Satisfactory".

C. The above items must be attached to a completed purchase order.

D. Reimbursement will be done on the following scale. A's will be reimbursed at 100%, B's will be reimbursed at 75%, and C's will be reimbursed at 50%. Anything below a C will not be eligible under this benefit.

E. Any employee using the City's funds to obtain a degree must, upon obtaining said degree, sign a statement stating they will stay employed with the City of Harrah for an additional four (4) years. If the City terminates the employment, the employee is no longer held to said statement. If employee resigns from position within the four (4) years, employee will be required to reimburse the city at the following prorated schedule:

100% up to one (1) year
75% greater than one (1) year but less than two (2) years
50% greater than two (2) years but less than three (3) years
25% greater than three (3) years but less than four (4) years

F. The City acknowledges to the lodge that the City Manager will be charged with obtaining where monies for this benefit is located, and that the City will be held to a total expenditure of $3,000.00 per semester.

G. Upon enrollment, the employee may submit to the City enrollment forms and degree requirements to allocate funds out of monies for this benefit that will be dependant upon the above scale for reimbursement.

Section 5

Law Enforcement Officers can achieve three levels of certification, Basic, Intermediate and Advanced. Educational incentive will be provided for officers who advance from a Basic Certification to an Intermediate Certification by a $50.00 per month increase in pay and a $100.00 increase in pay for officers who advance from an Intermediate Certification to an Advanced Certification, not to exceed $100.00 per month. To receive this compensation, the Officer must present a written request to the Chief of Police, requesting that it be forwarded to the City Manager for approval. A copy of the certification must be attached to the request. All written requests must be submitted within 30 business days of the receipt of the certification.

City	Date	Lodge	Date

ARTICLE 26

LABOR AND MANAGEMENT MEETINGS

The parties agree to meet semi-annually or when mutually agreed upon for the purpose of maintaining good labor-management relations. The site for these meetings will be mutually agreed upon as well. The *Employer* and the *Lodge* agree that a good relationship is essential and is beneficial to both parties.

City	Date	Lodge	Date

ARTICLE 27

HEALTH INSURANCE

The parties agree that the City will be responsible and allowed to find an insurance carrier with at least the same amount of coverage or similar as the previous year. The City will pick up all premiums to cover the employee for Major Medical and Dental. The City will pick up 75% of the premium for dependents for Major Medical and Dental. The City will offer additional life insurance and other offers at a reduced rate for the employees at the employees cost.

The City agrees to leave this "as is" but subject to change with new Health Care Reform laws.

City	Date	Lodge	Date

ARTICLE 28

OFF-DUTY EMPLOYMENT

Section 1

Any off-duty employment where the officer's commission card might be utilized or any type of "security" work must have the written prior approval of the *Chief of Police* and the City Manager. (See attached "Off Duty Employment Authorization Form)

Section 2

Employees agree to not jeopardize service to the *City* of Harrah's citizens in seeking any outside or off-duty employment opportunities.

Section 3

Employees are not authorized to drive *City* of Harrah vehicles to "off-duty" security type employment outside of the City Limits of Harrah as outlined in Article 29 of this CBA.

Section 4

Employees shall not wear *City* of Harrah's Police uniforms or any clothing identifying them as a Police Officer for the *City* of Harrah when **employed** outside the *city* limits of the *City* of Harrah without prior official written approval by the Chief of Police and the City Manager.

Section 5

Any changes to the Officers "off-duty" employment will be reported immediately to the Chief of Police. A new "Off Duty Employment Authorization Form" must be completed annually on July 1 and when off duty employment changes.

Section 6

Workers compensation will be provided by the “off-duty employer” or an off duty security license will be obtained by the employee.

City	Date	Lodge	Date

CITY OF HARRAH

OFF DUTY EMPLOYMENT

AUTHORIZATION FORM

I, _____ would like to request proper authorization to engage in off duty employment for the following business/entity:

_____

Business Name, Address, Telephone Number

Type of work to be performed: _____

Approximate number of hours of off duty employment per week: _____

Off duty employer will / will not furnish Workman's Compensation Insurance.
(Circle One)

I, _____ do realize that by signing this request, if at any time my Supervisor and/or City Manager feel that my off duty employment is adversely effecting the performance of my duties with the City of Harrah, that my authorization for this off duty employment can be revoked.

Signed: _____ Date: _____
Employee Requesting Authorization

Authorization: Approved Denied

Signed: _____ Date: _____
Supervisor

Authorization: Approved Denied

Signed: _____ Date: _____
City Manager

ORIGINAL TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE CC: EMPLOYEE

ARTICLE 29

TAKE HOME CAR POLICY

Section 1

Due to the emergent nature of police work, and the possibility of emergency call-outs, the *employer* agrees to allow all officers the use of the *City* owned patrol cars for transportation to and from work. The *City Manager* must authorize in writing to each officer who is issued a "take home" patrol car. The officers agree to maintain said patrol car to the best of his/her ability, and when possible park said patrol car on the officer's property and not in the street. Officers authorized to have such "take home" patrol cars must live within ten (10) miles of the *City* limits.

Section 2

The *employer* agrees that any officer issued a "take home" patrol car may use said car on "security" type off-duty employment as long as the location is within the City Limits. Both parties agree that officers utilizing their "take home" patrol cars are subject to immediate call outs or of being "flagged down" in the event of an emergency. Officers agree to be capable of performing any of their "Police" duties while utilizing *City* owned "take home" patrol cars.

Section 3

Uniforms, when worn, will be in accordance with current departmental policies and will at the sole discretion of the Chief of Police.

Section 4

When an employee exits the vehicle to conduct an official police action, a "Harrah Police" badge must be worn and will be readily visible.

Section 5

Bargaining unit members agree that any personal use of *City* vehicles, except what is covered in Section 2 of this Article, is prohibited.

City	Date	Lodge	Date

ARTICLE 30

COURT AND JURY DUTY

Section 1

An officer who is subpoenaed to testify in a case involving the Federal, State or Municipal courts, or administrative agencies of the State, concerning matters that are personal in nature, and not official *City* of Harrah police matters, shall be allowed time off charged to vacation, compensatory time, or holidays, if accrued, with prior notification and approval of the *City Manager* or his designee.

Section 2

An officer serving on jury duty shall be paid their normal rate of pay for that period and shall not be charged any of their accrued paid time off. The officer shall give the City any payment made to him by the courts.

Section 3

An officer serving on jury duty shall present the original summons or subpoena from the clerk of the court in advance and upon termination of the jury duty, the officer shall submit the statement from the clerk of the court indicating actual dates of the jury duty.

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City Date Lodge Date

ARTICLE 31

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Policy change approved by City Council-January 19, 2012
Effective date of policy-January 31, 2012

Section 1. Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

Section 2. Effective Date: This policy will be effective ten (10) days after official posting in a prominent place at all City facilities where employees routinely report for duty and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 3. Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 *et. seq.* (the "Act") as amended effective November 1, 2011.

Section 4. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test.

Section 5. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

5.1 Observation of drugs or alcohol on or about the employee's person or in the

employee's vicinity;

5.2 Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;

5.3 Receipt of a report of drug or alcohol use by an employee while at work;

5.4 Information that an employee has tampered with drug or alcohol testing at any time;

5.5 Negative job performance patterns by the employee; or

5.6 Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 6. Post Accident Testing: Post-Accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment or the employee or another person has sustained an injury while at work. The post accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post accident alcohol or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post accident testing.

Section 7. Random Testing: The City may, at various times, randomly select members of the following employment groups, at its discretion, for unannounced random testing for drugs or alcohol:

a. police officers;

b. firefighters;

c. persons engaged in activities which directly affect the safety of the public; or

d. employees whose work involves direct contract with inmates in the custody of the Department of Correction.

Section 8. Periodic Scheduled Testing: The City may require an employee in any of the employment groups identified in Section 7 above to undergo drug or alcohol testing as part of a routinely scheduled employee fitness for duty examination.

Section 9. Post Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the employee's return to work following a positive test result or following participation in a drug or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 10. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 11. Methods and Documentation: Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include conformation of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed.

An applicant or employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the City's test, he/she may do so as provided in this policy. The employee must have had the sample collected within one hour of the City's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 12. Costs: The City is responsible for all costs associated with drug or alcohol

testing. However, if an employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result in order to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 15. Confidentiality: The City will treat all tests and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City' Review Officer. The records will not be released to any person other than the applicant or the employee without that person's express written permission.

Section 16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen or a drug or alcohol test.

16.1 Positive Test Results: The City will evaluate the employment history of any employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the employee's total work record. Where deemed appropriate by management, an employee may be offered the opportunity to enter into a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the City reserves the right to initiate disciplinary action, up to an including termination of employment, for the first positive test result. A decision regarding disciplinary action under this policy by management will be final and binding.

16.2 Employees who have tested positive, and who have been offered the opportunity to participate in a rehabilitation program in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return

to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

16.3 In the event the City does not terminate the employment of an employee who has a positive test result, the employee who enters a rehabilitation program after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

16.4 An employee who is discharged from employment on the basis of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

Section 17. Prohibitions: No employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 18. Responsibilities of Individuals: In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

18.1 Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

18.2 Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.

18.3 Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

_____	_____	_____	_____
City	Date	Lodge	Date

DRUG and/or ALCOHOL TESTING CONSENT FORM

Employee/Applicant Name:_____ Date:_____

City Representative Requesting Test:_____

****

CONSENT AND AUTHORIZATION TO RELEASE INFORMATION:

The undersigned hereby consents to a drug screen/alcohol test as requested by the City of Harrah and in conformance with its drug and alcohol testing policy. I further authorize the results of the drug screen and/or alcohol test, whether negative or positive, to be release to the City Manager and/or Human Resources Director.

_____Applicant: I understand that refusal to consent to a drug screen and/or alcohol test will be sufficient reason to withdraw any conditional offer of employment and that I will not be employed by the City of Harrah I also understand that a positive result on the drug screen and/or alcohol test will result in my application for employment with the City of Harrah being deemed withdrawn.

_____Employee: I understand that refusal to consent to a drug screen and/or alcohol test will be grounds for discipline, up to and including termination. I further understand that a positive result on a drug screen and/or alcohol test will be grounds for termination, up to and including termination, as provided and in conformance with the drug and alcohol testing policy.

The undersigned gives my consent to the drug screen and/or alcohol test with the understanding that the results will be reported to the City Manager and/or Human Resources Director and that the results will be kept as confidential as possible under state and federal laws.

Date:_____ _____

Employee/Applicant

_____

Witness

ARTICLE 32

LONGEVITY PAY

In addition to regular compensation, and when funds are available and appropriated by the City Council in the annual budget, the City will provide longevity pay in recognition of the tenure and dedication of employees after five years of continuous service at the following rate:

5-9 years	$ 240.00
10-14 years	$ 480.00
15-19 years	$ 720.00
20-24 years	$ 960.00
25 plus years	$ 1,200.00

Longevity pay may be authorized by the City Council, at its discretion, to be paid in connection with the last pay check for any given fiscal year where the current fiscal year revenues for the General Fund and the Public Works Authority are at least ten (10%) percent above actual expenditures for both funds for the year. Longevity pay will be included as expenditure in making this determination.

City	Date	Lodge	Date

ARTICLE 33

MEAL REIMBURSEMENTS AND MEAL BREAKS

The *Employer* agrees to reimburse, or pay in advance when a properly submitted request is turned in, for all meals consumed by an officer when such meal occurred while the officer is on official duty (i.e. court, training, etc.) while representing the Harrah Police Department outside the city limits of Harrah in the amount of $36.00 per day maximum.

Due to the limited number of places to eat at while in the city limits of the City of Harrah, the employer agrees to allow officers to eat within three (3) miles out of the city limits. All officers agree that any call for service must be answered in a timely manner, and all emergency calls must be answered immediately.

City	Date	Lodge	Date

ARTICLE 34

POLICE PENSION/RETIREMENT

The *City* and the *Lodge* agree that since the *City* of Harrah is a participant in the **Oklahoma Police Pension** that will be the retirement system in effect for the Bargaining Unit Members of the *Lodge.* This will all be done in accordance to the Oklahoma State Law that regulates the **Oklahoma Police Pension.**

City	Date	Lodge	Date

AGREEMENT

FULL AND FINAL AGREEMENT

SECTION 1.

The *Employer* and the *Lodge* concur that this Agreement is intended to cover any and all matters affecting wages, hours and all other terms and conditions of employment, to include but not limited to similar or related subjects. During the term of this Agreement, neither the *Employer* nor the *Lodge* will be required to negotiate on any matters affecting these or other related subjects, not specifically set forth in this Agreement or currently in effect under **"all rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting operation and administration of fire departments and police departments, currently in effect of the effective date of any negotiated agreement, shall be deemed a part of said agreement unless and except as modified or changed by specific terms of such agreement". (Oklahoma Fire and Police Arbitration Act, 11 O.S. 1981, Section 51-111)**

SECTION 2.

All modifications to this Agreement must be made in writing and signed by the *Parties* before such modification shall become effective. Oral agreements, modifications or statements, whether made prior, contemporaneous or subsequent to the execution of this Agreement, shall be utterly without force and effect.

City	Date	Lodge	Date

IN WITNESS THEREOF, THE PARTIES hereto have set their hands this:

_____ day of _____, 20___.

THE CITY of Harrah, OK **FRATERNAL ORDER of POLICE**

_____ _____

CITY MANAGER FOP LODGE #165 PRESIDENT

ATTEST:

_____ _____

CITY CLERK FOP LODGE #165 MEMBER

(City Seal) **(Lodge Seal)**

Approved by City Council ____ day of _____, 2015.