

COLLECTIVE BARGAINING AGREEMENT

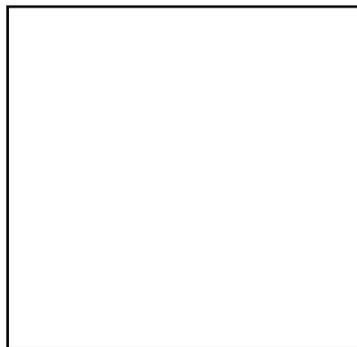
BETWEEN THE

City of Harrah, Oklahoma

AND THE

***Fraternal Order of Police
Lodge #165***

Effective: July 1, 2016 2017 through June 30, 2017 2018



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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.

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 Employer 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, ~~2016~~ 2017 and shall remain in full force and effect through the 30th day of June, ~~2017~~ 2018, pursuant to the terms of the Fire and Police Arbitration Act, 11 O.S. 51-101 *et seq.*

SECTION 4

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 5

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.

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:

- (d) The Chief of Police or designee
- (e) The Assistant Chief of Police & Administrative Assistant
- (f) 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

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.

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.

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."

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.

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, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, handicap, or status of Lodge membership.

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. Employer agrees not to engage in any activities or actions that promotes or allows a hostile working environment against employees.

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.

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

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

The initial probationary period for an employee who is CLEET certified at the time of hiring will be twelve (12) months. The initial probationary employment period for an employee who is not CLEET certified at the time of hiring will be (18) months. In order to complete the initial probationary period for an employee who was CLEET certified at the time of employment, the employee must have actually worked his/her assigned shift for the City for at least eleven (11) months of the (12) months. For persons not CLEET certified at the time of initial hiring, the employee must have actually worked either his/her assigned shift for a period of eleven (11) months after being CLEET certified or a combination of seventeen (17) months i.e. both working on shift attending the CLEET Academy.

In the event an employee cannot satisfy the above requirements due to events beyond the officer's control, such as illness or injury, including an on the job injury, which prevents the employee from performing regular patrol duties; mandatory military service and the like, the initial probationary period will be extended for the amount of time necessary for the person to meet the requirements set forth above. This extension is for the purpose of allowing the City to have adequate opportunity to evaluate the employee's progress and for the employee to have an adequate opportunity to demonstrate his/her fitness for service.

SECTION 5

In the event an employee fails to satisfactorily complete his/her initial probationary period under any of the provisions of Section 4 above due to performance issues, the employee's service will be separated. However, the initial probationary period may be extended for a

period not to exceed an additional ninety (90) days at the sole discretion of the Chief of Police if there is reason to believe that the employee is likely to achieve a satisfactory level of performance during the extended period of time. If at the end of the extended period of time the employee's performance is still not satisfactory, the employee's service will be terminated. In the event the Chief of Police elects not to extend the probationary period, that decision will not be subject to the grievance/arbitration clause of this Agreement.

SECTION 6

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

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 or interrogated 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), if any exist, 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. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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

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 Open Records Act (ORA) of the State of Oklahoma or lawful order of the court or administrative body or the respond to employee request for benefits.
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.
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.

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 ten (10) working 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) working days of receiving the response by the Chief of Police. The City Manager shall then have ten (10) working 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 within ten (10) working days.

STEP FIVE

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

- d. 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.
- e. 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.
- f. 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.
- g. 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.

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.

ARTICLE 13

WAGES/PAY GRADES/QUALIFICATIONS/PAY SCALE

Section 1

The Wage Scale shall be reflected on the following pages. An officer eligible for a step increase will receive the increase on his/her anniversary date either of hiring or of the officer's last promotion. 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 Oklahoma Law Enforcement Agency, up to a maximum of five (5) years of experience.

Police Officer 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 cases 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 Corporals for the Sergeant position when the position needs to be filled.

Section 2: Performance Evaluations

The parties agree that beginning in Fiscal Year 2017-2018, the Department will utilize the evaluation form attached as Addendum "A" to this Agreement. For Fiscal Year 2017-2018, an officer may be eligible for a Merit Bonus as outlined below based on his/her combined score on the employee's evaluation.

~~Merit increase and Merit Bonus for Evaluations for FY 16-17~~ 17-18

Evaluation %

~~90%-100% ————— 3% (1 step increase) plus \$1000 Merit Bonus~~

~~80%-89% ————— No step increase, just \$1000 Merit Bonus~~

~~70%-79% ————— No step increase, no Merit Bonus~~

4.1 - 5.0 Total Score \$1,000.00 Merit Bonus + 1 Step Increase

3.1 – 4.0 Total Score \$500.00 Merit Bonus + 1 Step Increase

3.0 or below No Merit Bonus and no Step Increase

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

All members shall be able to attend Lodge meetings while on duty, subject to immediate call.

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.

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 not 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 compensatory time for all hours worked in excess of forty (40) hours within the work period, which shall be calculated at the rate of one and one-half (1 ½) times the actual hours worked over forty (40). However, an employee may elect to receive overtime pay in lieu of compensatory time for up to the first twelve (12) hours of overtime worked per quarter of each fiscal year. All other overtime hours will be by compensatory time.

Section 4

In the event that the Department is eligible to apply for a state or federal grant that requires that overtime hours earned under the grant must be compensated by overtime pay and the grant provides funding for overtime pay, the parties agree that this section will serve as an amendment to Section 3 solely as to overtime hours compensated by grant funds.

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)~~ two hundred and forty (240) hours. An employee who currently has in excess of this amount will be grandfathered in but may not accrue any additional compensatory hours and will be expected to schedule the use of the excess accruals as quickly as possible taking into consideration manning issues. 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 prior to working the hours.

Section 7

Compensatory time will be scheduled at a time that is agreeable to the employee and employer. The Employer will make a good faith effort to grant an employee's request to take compensatory time off so long as adequate staffing is available and no mandatory training has been scheduled. In addition, the Employer may require an employee to use accrued compensatory hours at management's discretion if the employee has in excess of eighty (80) hours of accrued compensatory time on the books.

ARTICLE 17

SICK LEAVE

Section 1

The Employer agrees that all Lodge members shall accrue 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 physician's 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.

ARTICLE 18

INJURY LEAVE

The Employer and the Lodge agree that any injury leave will follow the provisions of applicable state laws as amended from time to time.

Section 1.

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. 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.

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.

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.

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	0-71 months	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.

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.

C. 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.

ARTICLE 23

FAMILY AND MEDICAL LEAVE ACT (FMLA) POLICY

A. APPLICATION. This policy applies to individuals who have been employed by the City for at least a total of (12) months and who have worked at least 1,250 hours during the immediate preceding twelve (12) month period.

B. 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. "Qualifying Exigency" means one or more of the following: a) up to seven (7) calendar days for short term notice deployment; b) military event and related activities; c) childcare and school activities; d) financial and legal arrangements; e) counseling; f) short term rest and recreation; g) post deployment activities; and h) additional duties arising out of active service.
4. "Spouse" is a husband or wife.
5. "Serious illness" means an illness, injury, impairment or physical or mental condition that involves: (1) in-patient care in a hospital, hospice or residential medical care facility; (2) chronic conditions requiring continuing treatment by a health care provider; 3) permanent, long term conditions requiring medical supervision; 4) conditions requiring multiple treatments; 5) specialized pregnancy related conditions and 6) substance abuse treatment of the employee or a family member.

- C. 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;
 - D. A serious health condition that renders the employee incapable of performing the functions of his or her job; or
 - E. Due to a qualifying exigency that arises because a service member of the Reserves, National Board or certain retired members of the regular armed forces or retired reserves has been called to federal active duty or ordered to federal active duty in the armed forces for a contingency operation.
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 or adoption of a child or the serious illness of a parent. This section does not apply to the employee's own illness or the serious illness of a child. In those situations, both employees are 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 or foster care will expire twelve (12) months from the date of the birth or placement. The City is not required to grant intermittent leave in these circumstances although it may do so on a case by case basis.
- D. 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 Human Resource Director as soon as the necessity for the leave arises. When it is not practicable to provide advance notice, or when the need for the leave is not foreseeable, the employee must give notice as soon as practicable (absent an emergency situation, the same or next business day) and in compliance with the City's notice and procedural requirements for seeking leave as set forth in the City's Handbook. Further, the employee is required to follow the City's call-in policy set forth in the Handbook when the employee will be absent from work. 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 Human Resource Director via the City Clerk for approval.

- E. 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 health care provider stating the date on which the health condition commenced, the probable duration of the condition, and appropriate medical facts regarding the condition. The completed form is to be returned to the City within fifteen (15) days of receipt, unless the time is extended for good cause shown. Failure to provide the required information may result in denial of job protected leave unless the employee is able to provide adequate reason for the failure to provide the required information.

If the leave is needed to care for a spouse, child, or parent of the employee, the certification must so state an estimate of the amount of time the employee will need to be off work. 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.

- F. PAID/UNPAID LEAVE. The employee must first use accrued, but unused, leave as part of the twelve weeks. The order of usage, i.e. accrued vacation leave, accrued holiday leave (if any), accrued sick leave and accrued compensatory time off will depend on the reason for the leave and will be in accordance with the leave policies in the City's Handbook. Leave must be used in the same increments outlined in the Handbook for the applicable leave if that leave was taken for reason other than FMLA leave. After all vacation, holiday leave, sick leave and compensatory time off has expired, the remaining part of the twelve weeks will be without pay.

- G. 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.

- H. RETURN FROM LEAVE. An employee must complete and submit to the City Manager via the Human Resource Director a "Notice of Intention to Return from Family or Medical Leave" form, before he/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 City Manager at least five (5) working days prior to the employee's planned return. An employee must also submit a fitness for duty certificate from the employee's health care provider indicating that the employee is able to resume work and is able to perform the essential functions of his/her position 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.

- I. 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 termination of employment unless an extension of leave is granted by the City Manager. An employee requesting an extension of leave must submit a request for an extension, in writing, to the City Manager via the Human Resource Director. The request must be accompanied by a physician's statement as to the necessity for the continued leave. The written request is to 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.
- J. MILITARY CARE GIVER LEAVE: Up to twenty-six (26) weeks of leave may be granted in a single twelve (12) month period to an employee, including next of kin, who meets the requirements set forth in Subparagraph A above, to care for a covered service member for a serious injury incurred by the covered service member in the line of active duty. For the purpose of this section of the Policy, the following definitions apply:

1. "Covered service member" means a member of the Armed Forces, National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is on temporary disability retired list for a serious injury or illness. Former members of the Armed Forces, National Guard or Reserves are not covered by this provision.
2. "Serious injury or illness" is one incurred in the line of active duty that may render the member unfit to perform his/her duties. It includes both physical as well as psychological injuries.

The City may require certification that the employee is needed to care for a seriously ill or injured service member. The certification may be completed by the Department of Defense health care provided, a Veterans Affairs health care provider, or a Department of Defense non-network TRICARE authorized private health care provider. The burden is on the employee to provide the Certification, upon request, and failure to do so may result in a denial of the leave.

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 at hire date or classification:

- 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. (Subject to the Open Records Act)

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 reimbursed at the maximum 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 in advance 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 if available in the current budget.

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 per month 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.

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.

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 changes with new Health Care Reform laws.

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 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 affecting 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 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.

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.

ARTICLE 31

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

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 contact 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, illegal 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's 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 and 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.

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 as of June 30 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 on or before August 15—where the previous fiscal year revenues for the General Fund and the Public Works Authority were at least ten (10%) percent above actual expenditures for both funds. Longevity pay will be included as expenditure in making this determination.

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.

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.

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.

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

_____ **day of ~~May~~ March, 2018.**

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 ~~May~~, March, 2018.