



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF HARRAH, OKLAHOMA

AND THE

**FRATERNAL ORDER OF POLICE
LODGE #165**

EFFECTIVE: JULY 1ST, 2019 THROUGH JUNE 30TH, 2020

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ARTICLE 1
PURPOSE OF AGREEMENT
PREAMBLE

SECTION 1

Acknowledging 11 O.S. SEC. 51 - 101 *et seq.*, as amended, grants to Police Officers well recognized rights to 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, 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.

SECTION 2

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 above Parties recognize the Fraternal Order of Police as the sole and exclusive employee representative as set forth under 11 O.S. SEC. 51 - 103 of the Fire and Police Arbitration Act of the State of Oklahoma. Employer agrees 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 Fire and Police Arbitration Act 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 the term is defined in 11 O.S. SEC. 51 - 101, as amended.

SECTION 3

This Agreement shall be effective, retroactively, as of July 1st, 2019 and shall remain in full force and effect through June 30th, 2020, pursuant to the terms of 11 O.S. SEC. 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. SEC. 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, also referred to herein as FOP, as the exclusive bargaining agent for all bargaining unit members of the City of Harrah Police Department as defined by 11 O.S. SEC. 51 - 102 and 11 O.S. SEC. 50 - 101 (6).

SECTION 2

- (A) Parties recognize the following employees as being excluded from the bargaining unit:
 - (1) The Chief of Police or Designee;
 - (2) The Assistant Chief of Police and Administrative Assistant;
 - (3) Non-commissioned employees;
 - (4) Part-Time, Reserve, and Probationary Police Officers.

- (B) 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 the wording used throughout this Agreement in the masculine gender shall also include the feminine 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 part of this Agreement.

SECTION 3

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

ARTICLE 5 **PREVAILING RIGHTS**

SECTION 1

The Employer and Lodge hereby acknowledge the Oklahoma Fire and Police Arbitration Act, 11 O.S. 1981, SEC. 51 - 111, as it may be legislatively or judicially amended, modified, interpreted, repealed, or invalidated from time to time, asserts "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 the 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 the right to hire, lay-off, promote, transfer, and, for just cause and subject to grievance procedure, to discipline any employee covered by this Agreement; including, but not limited to, suspension, 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 Chief of Police. 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, the 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 Lodge regarding any safety and/or health concerns the Lodge 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 employee's duties;
- (G) To be the sole judge of Qualifications of employees;
- (H) To schedule 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 department budget;
- (M) To take whatever actions necessary to carry out the mission of the City in situations of emergency.

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 on behalf of, or membership within, the Fraternal Order of Police. Employer and Lodge agree 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 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 nothing contained within the Fire and Police Arbitration Act constitutes a grant of the right to strike and such strikes are prohibited.

SECTION 2

Upon notification, confirmed in writing by Employer, to Lodge any FOP member(s) is/are engaged in a strike. as defined in the Fire and Police Arbitration Act, 11 O.S. SEC. 51 - 102, Lodge shall immediately order such FOP member(s) 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 employee 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 which promote, 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) within the Police Department building. The exact location(s) shall be mutually agreeable to both Parties.

SECTION 2

Said bulletin board(s) shall be used for the purpose of posting notices of FOP meetings, elections, election returns, FOP appointments to Office, shift-bid lists, recruitment, off-duty employment opportunities, activities, educational, recreational, and social affairs or such other matters of the Fraternal Order of Police.

SECTION 3

It is understood by this Article, 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 the posting of such materials is limited only to the bulletin board(s) provided for the FOP.

SECTION 4

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

ARTICLE 10

SENIORITY & PROBATION

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.

- (A) 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.
- (B) 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

- (A) In the event two (2), or more, employees share identical seniority based upon their original dates of hire, 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 employee's surname;
- (B) Standing of employees with identical seniority, after all above provisions have been exhausted, will be determined by the Lodge.

SECTION 3

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

SECTION 4

- (A) The initial probationary period for an employee;
 - (1) Who was CLEET certified at time of hire as a full-time Officer, shall be twelve (12) months from date of hire.
 - (2) Who must obtain CLEET certification upon being hired, shall be twelve (12) months from the date of hire as a full-time Officer, in addition to any time spent in the Basic CLEET Academy.

- (a) This initial probationary period may, at the discretion of the Chief of Police, be extended an additional six (6) months for further evaluation. This extension is for the purpose of allowing the City to have adequate opportunity to evaluate the employee's progress.
- (B) In order to successfully complete the initial probationary period for an employee who was CLEET certified at time of employment as a full-time Officer;
 - (1) Employee must have physically worked his/her assigned shifts for the City of Harrah for a minimum of eleven (11) months of this twelve (12) month period; and
 - (2) Demonstrate competency in their ability to carry out his/her assigned duties as a Police Officer for the City of Harrah;
- (C) In order to successfully complete the initial probationary period for an employee who was not CLEET certified at time of employment as a full-time Officer;
 - (1) Employee must have physically worked his/her assigned shifts for the City of Harrah for a minimum of eleven (11) months of this twelve (12) month period, in addition to any time spent in the Basic CLEET Academy; and
 - (2) Successfully obtain his/her CLEET certification within one (1) year of employment as a full-time Officer; and
 - (3) Demonstrate competency in their ability to carry out his/her assigned duties as a Police Officer for the City of Harrah; and
 - (4) Meet all reasonable expectations as set forth by the Chief of Police.
- (D) In the event an employee is unable to satisfy the above requirements due to events beyond the Officer's control, the initial probationary period will be extended equal only to the length of time necessary for the employee to meet the requirements set forth above. This extension serves as an opportunity for the employee to demonstrate his/her fitness for duty, and allow the City to have time to evaluate the employee's progress. These events shall include:
 - (1) Serious Illness or Medical Emergency;
 - (2) Work related injury which may prevent the employee from performing normal patrol duties, or light duties and tasks assigned to them by the Chief of Police;
 - (3) Military service (as provided by State and Federal Law);
 - (4) Or any additional situation in which the Chief of Police deems it necessary to do so;
- (F) The initial probationary period will be extended equal only to the length of time necessary for the employee to meet the requirements set forth above. This extension serves as an opportunity for the employee to demonstrate his/her fitness for duty, and allow the City to have time to evaluate the employee's progress.

SECTION 5

In the event an employee fails to satisfactorily complete his/her initial probationary period under any of the provisions set forth in Section 4 of this Article, as a result of unsatisfactory performance, the employee's service may be terminated. However, the initial probationary period may be extended, for a period not to exceed ninety (90) days, at the sole discretion of the Chief of Police if there is sufficient reason to believe the employee is likely to achieve a satisfactory level of performance during the additional time provided. If at the end of this extended period, the employee fails to demonstrate satisfactory performance, his/her employment with the City of Harrah will be terminated. In the event the Chief of Police elects not to extend the employee's initial probationary period, resulting in the termination of said employee, the decision will not be subject to the grievance or arbitration clause as set forth in Article 12 of this Agreement.

SECTION 6

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

ARTICLE 11

COMPLAINT INVESTIGATION

SECTION 1

Employer and all management personnel shall treat Officers professionally, without discrimination, bias, hostility, racism, or any threatening or coercive 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 to, affiliation with, or participation in the Fraternal Order of Police, pursuant to the provisions established in this Agreement to include, but not limited to, the Oklahoma Fire and Police Arbitration Act, The 'Garrity Rule' (*Garrity v. New Jersey*, 385 U.S. 493 [1967]), and 'Weingarten Rights' (*NLRB v. Weingarten, Inc.*, 420 U.S. 251 [1975]).

SECTION 2

For the purposes of this Agreement, a "complaint" shall be defined as a written document containing specific allegations of misconduct, wrongdoing or violation(s) of law against an Officer by the specific alleged victim(s) 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.

SECTION 3

- (A) If an Officer is under investigation, and subject to be questioned or interrogated for any reason which could potentially lead to disciplinary actions greater than a verbal warning, such interviews, questioning, or interrogations shall be conducted under the following conditions;
- (1) Officer shall immediately be notified of the complaint(s) made against him/her;
 - (2) Officer shall be provided a copy of the actual complaint document(s), which shall list the following information;
 - (a) The name of the complainant(s);
 - (b) The name, or description, of the Officer alleged to have committed the action(s) under review;
 - (c) The complete and specific nature of the allegation(s);
 - (d) The complainant's signature, which shall be signed under penalty of perjury;
 - (3) Officer shall be given, in writing, the disciplinary action(s) likely to be taken against him/her should the allegation(s) be sustained;
 - (4) Preliminary discussions with supervisory personnel within the Police Department shall not include any questioning, or require the Officer to provide an oral or written response to the allegation(s) against him/her, and shall be strictly limited to;
 - (a) Giving notice to the Officer a complaint has been made against him/her;
 - (b) Providing a copy of the complaint(s) to the Officer;
 - (c) Placing the Officer on administrative leave, pending the results of the investigation, should it be warranted;
 - (5) Officer shall be provided, in writing, the name of the person(s) or Agency assigned to conduct, or assist in, the investigation;
 - (6) Employer shall schedule such interviews, questioning, or interrogations no less than three (3) business days after Officer has been provided notification of such complaint(s), to allow him/her to obtain adequate representation;
 - (7) Officer shall have the right to consult a Lodge representative, attorney, or any other representative of his/her choice prior to being interviewed, questioned, or interrogated and to have such council or representation present during such event, or be represented by such directly;

- (8) During such interviews, questioning, or interrogations;
 - (a) Officer shall be advised of his/her rights, prior to commencement of any interview, questioning, or interrogation.
 - (b) All questions directed to the Officer shall be asked by, and through, one (1) person at a time, and Officer shall be allowed to answer each question to his/her satisfaction;
 - (c) All interviews, questioning, or interrogations shall be limited in scope to activities, circumstances, or events pertaining directly to the Officer's alleged misconduct or illegal activity which form the basis of the investigation and are contained within the initial complaint;
 - (d) Interviews, questioning, or interrogation 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 acceptable in a normal, professional setting;
 - (e) Officer being interviewed, questioned, or interrogated shall not be subjected to any manner or repetitive questioning intended to confuse, or entrap, the Officer into providing conflicting responses to questions of the same nature;
 - (f) Officer being interviewed, questioned, or interrogated shall not be subjected to offensive language, or to being threatened with transfer, dismissal, or any other disciplinary actions, nor be promised or rewarded as an inducement to obtain his/her testimony or evidence;
 - (g) The interviewing, questioning, or interrogations of the Officer may be audio-recorded, at the discretion of the investigator, as may the Officer record such proceedings;

SECTION 4

- (A) After the completion of any investigation conducted against an Officer, the Chief of Police shall determine the final classification of the complaint as follows:
 - (1) **UNFOUNDED:** The allegation is false, not factual, or made with no corroborative evidence.
 - (2) **EXONERATED:** The incident in which the complainant reported did occur, however, the Officer's actions were lawful or proper under the circumstance.
 - (3) **SUSTAINED:** The allegation is supported by sufficient evidence.

SECTION 4

Upon completion of such investigation, the Chief of Police having made a final classification, the Officer shall be furnished with a copy of all reports, tapes, transcripts, recordings, all known material facts, evidence, opinions, and recommendations related to the investigation into the incident(s). The Officer under investigation shall receive, in writing, notification from the Chief of Police, designee, as to the outcome and/or 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 reason therefore.

SECTION 5

No Officer shall be disciplined, demoted, denied promotion, transferred, reassigned, discharged, or otherwise discriminated against as in regard to the Officer's employment, or threatened with any such treatment, as a result 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 6

(A) REGULATIONS:

- (1) Investigations conducted against an Officer 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 required by the Open Records Act (ORA) of the State of Oklahoma, or lawful order of a court of competent jurisdiction, or administrative body, or the response to Employee's request for benefits.
- (3) Unfounded or Exonerated complaints and/or investigation against an Officers shall remain confidential, and all information or mention of such incident(s) relating to the complaint and investigation shall remain within internal investigation files confidentially; exempting 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 manner as a result of the Officer requesting to view such material.

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 herein defined. All covered employees shall be afforded the full treatment and protection of Federal and State law, statutes, and regulations to included, but not limited to, The 'Garrity Rule' (*Garrity v. New Jersey*, 385 U.S. 493 [1967]), and 'Weingarten Rights' (*NLRB v. Weingarten, Inc.*, 420 U.S. 251 [1975]), and the Articles of this Agreement.

SECTION 2

The Lodge President, or designated representative, to included, 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

- (A) Any controversy between the Employer and the Lodge, or employee, concerning the interpretation, enforcement, or application of any provision of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:
- (1) **STEP 1:** Employee(s), believing to be aggrieved, shall first discuss the issue with a designated Lodge representative.
 - (2) **STEP 2:** The employee and Lodge representative, believing the grievance to be well founded, shall present, in writing, to the Chief of Police or designee, such grievance within ten (10) working days of the occurrence giving rise to said 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.
 - (3) **STEP 3:** If 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 initial response from the Chief of Police. The City Manager shall provide a written response to the aggrieved employee, within ten (10) working days from the receipt of the grievance appeal.
 - (4) **STEP 4:** If grievance is not satisfactorily resolved in "STEP 3," the Lodge shall have the sole right of discretion; aggrieved employee may submit the grievance to arbitration within ten (10) working days of receipt of the response from the City Manager.

- (5) STEP 5: Upon submitting said grievance to arbitration;
- (a) Parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
 - (b) Within ten (10) calendar days from the receipt of such list, a designated representative of the Lodge and the City Manager shall meet and alternately strike names from the list 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, Parties will notify the FMCS. This meeting, name striking, and notification shall be completed in three (3) business days.
 - (c) Upon notification to the FMCS, the selected Arbitrator shall be contacted, and a hearing shall be set within ten (10) business days of the date Arbitrator is notified of his/her selection, if at all possible.
 - (d) The Arbitrator shall call and conduct a hearing, giving at least seven (7) days notice in writing to the Parties as to the time and place of 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.
 - (e) Within thirty (30) calendar days after the conclusion of the hearing, or as soon as possible thereafter, the Arbitrator shall issue a written opinion, containing the finding and recommendations with respect to the issues presented. A copy of this decision shall be mailed, or delivered, to the Lodge and to the Employer.
 - (f) With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the findings and recommendations of the Arbitrator shall be final and binding on the Parties of this Agreement, and shall take effect no later than thirty (30) calendar days after receipt of Arbitrator's decision.

- (g) The Arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The Arbitrator shall have no jurisdiction to establish provisions of a new Agreement, or to Arbitrate away, in whole or in part, any provisions and amendments thereof. This shall not preclude individual wage grievances.
- (h) The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, it shall be the financial responsibility of the requesting party.

SECTION 4

All time limits set forth in this Article, and this Agreement, may be extended by written mutual consent of Employer and the Lodge. Failure by either Party to abide by the established time limits without a written mutual consent extension shall result in an "in-favor," or "forfeit to," decision for the other party. This provision shall not be construed as a means to employ deception or trickery by either Party, to obtain a premature decision or to avoid due process pursuant to this Agreement. All correspondence between 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, the provisions of this Agreement are met.

SECTION 5

It is specifically and expressly understood filing a grievance under this Article which has as its 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 final answer rendered through the grievance procedure in any court or other appeals forum.

SECTION 6

Bargaining unit members agree the "chain of command" will be followed on all grievances, or complaints, against management arising out of this Agreement.

ARTICLE 13

CLASSIFICATIONS & PAY SCALE

SECTION 1

Parties agrees to adopt the following pay scale, as set forth in Section 4 of this Article, which shall go into effect, retroactively, on July 1st, 2019. All Officers covered by the agreement shall revert to 'Step 1' in their respective classifications. No Officer shall receive a reduction in pay as a result of this transition. Any member(s) covered under this agreement currently receiving wages, or salary, which exceeds the "CAP" in their respective class shall remain at the same rate of pay as before the adoption of this agreement. Furthermore, Officers shall not lose seniority as a result of this transition as seniority is based upon the ORIGINAL date of hire, classification, test scores, and alphabetical order of surname.

SECTION 2

CLASSIFICATIONS, REQUIREMENTS, AND ADVANCEMENTS:

(A) RECRUIT I

- (1) "Recruit I" pay. Uncertified Officer, no previous Law Enforcement experience require. Officer will remain at this classification until the successful completion of initial probationary period, at which time an Officer classified as "Recruit I" shall advance to "Patrol I, Step 1" classification.
- (2) BASIC REQUIRMENTS:
 - (a) Must meet City of Harrah's minimum hiring requirements, employed as a full-time, uncertified Police Officer;
 - (b) Must obtain CLEET certification for full-time Officer within one (1) year of employment;
 - (c) Must demonstrate competency in the ability to carry out basic patrol duties, and become familiar with the policies and procedures of the Harrah Police Department.

(B) RECRUIT II:

- (1) "Recruit II" pay. Uncertified/ Certified Reserve Officer; must have prior experience as a Reserve or Part-time Police Officer, or other applicable experience. A Certified Officer with less than five (5) years of full-time service, or a recruit with four (4) or more years of honorable service with the U.S. Armed Forces shall begin at "Recruit II" classification. Officer will remain at this classification until the successful completion of the initial probationary period, at which time an Officer classified as "Recruit II" shall advance to "Patrol I, Step 2" classification.

(2) **BASIC REQUIRMENTS:**

- (a) Must meet City of Harrah's minimum hiring requirements, employed as a full-time, uncertified Police Officer;
- (b) Must possess CLEET certification for full-time Officer, or obtain CLEET certification for full-time Officer within one (1) year of employment;
- (c) Must demonstrate competency in the ability to carry out basic patrol duties, and become familiar with the policies and procedures of the Harrah Police Department.

(C) **RECRUIT III:**

- (1) "Recruit III" pay. Certified Officer, five (5) or more years of previous Law Enforcement experience as a full-time Officer required. Officer will remain at this classification until successful completion of initial probationary period, at which time an Officer classified as "Recruit III" shall advance to "Patrol II, step 1" classification.

(2) **BASIC REQUIRMENTS:**

- (a) Must meet City of Harrah's minimum hiring requirements, employed as a full-time, uncertified Police Officer;
- (b) Must possess CLEET (or Reciprocal) certification, at time of hire. If certified as a Police Officer in another state, Officer must obtain CLEET certification within one (1) year of employment;
- (c) Must demonstrate proficiency in the ability to carry out basic patrol duties, and become familiar with the policies and procedures of the Harrah Police Department.

(D) **PATROL I: (PATROLMAN)**

- (1) Pay shall begin at "Patrol I, step 1," and increase to a maximum of "Patrol I, step 3."

(2) **BASIC REQUIRMENTS:**

- (a) Employed with the City of Harrah as a full-time Officer for a minimum of one (1) year, successfully completing the initial probationary period;
- (b) Must have a working knowledge of the policies and procedures of the Harrah Police Department;

- (c) Must demonstrate competency in the ability to perform basic patrol duties;
- (d) Must be able to conduct initial interviews, take incident reports, collect all necessary information required to complete charge packets;
- (e) Must be able to work an accident, both minor and major collisions, as well as render aid until emergency medical personnel arrive;
- (f) Must be able to investigate those incidents, both misdemeanor and felony cases, in which the patrol division is authorized to conduct;
- (g) Must be able to prepare, and complete, affidavits, as well as any additional paperwork pertinent to an investigation in which the Officer has conducted, which is necessary to present criminal charges to the District Attorney's Office;

(E) PATROL II: (MASTER PATROLMAN)

- (1) Pay shall begin at "Patrol II, step 1," and increase to a maximum of "Patrol II, step 6."
- (2) BASIC REQUIRMENTS:
 - (a) Employed with the City of Harrah as a full-time Officer, while classified as "Patrol I, step 3;" for a minimum of one (1) year;
 - Or;
 - Employed with the City of Harrah as a full-time Officer, for a minimum of one (1) year, successfully completing the initial probationary period while classified as "Recruit III;"
 - (b) Must demonstrate proficiency in the understanding of the policies and procedures of the Harrah Police Department;
 - (c) Must demonstrate proficiency in the ability to perform all basic requirements of Patrol I;
 - (d) Must be certified to operate the Intoxilyzer 8000, and maintain certification;

- (e) Must be Standard Field Sobriety Test (SFST) certified and proficient in administering test;
 - (f) Must be Radar certified;
- (3) Officers classified as "Patrol I" will receive priority for training required to qualify for "Patrol II" classification. In the event two (2) or more Officers apply for the same training required to qualify for "Patrol II" classification, seniority shall be used to determine which Officer shall attend training. This shall only apply in the event scheduling does not permit more than one (1) Officer to attend a specific course. For the betterment of the Department, all attempts to enroll the remaining Officer(s) into the next available qualifying course should be made.
- (4) Officers classified as "Patrol I, step 3" or "Recruit III" shall advance to "Patrol II, step 1" upon completing the basic requirements listed above. Officers classified as Patrol II must continue to demonstrate proficiency in all requirements to maintain classification.
- (F) **SERGEANT:**
- (1) Pay shall begin at "Sergeant, step 1," and increase to a maximum of "Sergeant, step 6."
- (2) **BASIC REQUIRMENTS:**
- (a) Must demonstrate proficiency in the ability to perform all basic requirements of Patrol II;
 - (b) Must have necessary supervisory skills;
 - (c) Employed by the City of Harrah as a full-time Officer, classified as "Patrol II" for a minimum of three (3) years;
 - (d) Must have received an overall rating of "above average" in previous performance evaluation.
 - (e) Must successfully pass written exam and Oral Review Board consisting of the Lieutenant and designee, as well as a final interview with the Chief of Police.
- (3) The Chief of Police shall give priority to schedule training for otherwise qualified Officers, in the event a Sergeant position needs to be filled.
- (4) Officers classified as "Sergeant" must continue to demonstrate proficiency in all requirements to maintain classification.

(G) **LIEUTENANT:**

- (1) Pay shall begin at "Lieutenant, step 1," and increase to a maximum of "Lieutenant, step 6."
- (2) **BASIC REQUIRMENTS:**
 - (a) Must demonstrate proficiency in the ability to perform all basic requirements of Sergeant;
 - (b) Must have necessary supervisory skills;
 - (c) Must hold, or obtain within one (1) year of promotion, at minimum, the Intermediate Law Enforcement certification;
 - (d) Employed by the City of Harrah as a full-time Officer, classified as "Sergeant" for a minimum of three (3) years;
 - (e) Must have received an overall rating of "above average" in previous performance evaluation.
 - (f) Must successfully pass written exam and Oral Review Board consisting of the Chief of Police.
- (3) The Chief of Police shall give Officers classified as "Sergeant" priority for training required to qualify for "Lieutenant" classification, when the position needs to be filled. In addition, if there is no Sergeant which meets the minimum qualifications for the position of Lieutenant during a vacancy, The Chief of Police shall, for the good of the department, have the authority to waive certain minimal requirements, with the approval of the City Manager.
- (4) Officers classified as "Lieutenant" must continue to demonstrate proficiency in all requirements to maintain classification.

SECTION 3

Advancement to next step in pay scale, or merit increase, shall occur at the beginning of each fiscal year, rather than employment anniversary, from the date of this Agreement. However, this does not prevent an Officer from receiving the appropriate step increase upon successful completion of the initial probationary period. If an Officer completes the initial probationary period less than six (6) months prior to the beginning of the next fiscal year, the Officer shall not be eligible to advance beyond the initial increase in pay until the following fiscal year. Advancement to next step in pay scale, each fiscal year, is contingent upon an acceptable yearly performance evaluation; the Officer demonstrating competency in their ability to carry out their assigned duty. Failure of the Officer to maintain acceptable, and reasonable, performance levels may result in the Officer remaining at current pay scale and classification.

SECTION 4

PAY SCALE - HARRAH POLICE DEPARTMENT

Pay: Hourly
Bi-weekly
Yearly

Class: Step 1 Step 2 Step 3 Step 4 Step 5 Step 6

Recruit	<u>Recruit I</u> \$12.00 \$960.00 \$24,960.00	<u>Recruit II</u> \$13.00 \$1,040.00 \$27,040.00	<u>Recruit III</u> \$14.00 \$1,120.00 \$29,120.00			
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Patrol I	\$14.00 \$1,120.00 \$29,120.00	\$14.50 \$1,160.00 \$30,160.00	(CAP) \$15.00 \$1,200.00 \$31,200.00			
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Patrol II	\$16.00 \$1,280.00 \$33,280.00	\$16.50 \$1,320.00 \$34,320.00	\$17.00 \$1,360.00 \$35,360.00	\$17.50 \$1,400.00 \$36,400.00	\$18.00 \$1,440.00 \$37,440.00	(CAP) \$18.50 \$1,480.00 \$38,480.00
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Sergeant	\$19.00 \$1,520.00 \$39,520.00	\$19.50 \$1,560.00 \$40,560.00	\$20.00 \$1,600.00 \$41,600.00	\$20.50 \$1,640.00 \$42,640.00	\$21.00 \$1,680.00 \$43,680.00	(CAP) \$21.50 \$1,720.00 \$44,720.00
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Lieutenant	\$22.00 \$1,760.00 \$45,760.00	\$22.50 \$1,800.00 \$46,800.00	\$23.00 \$1,840.00 \$47,840.00	\$23.50 \$1,880.00 \$48,880.00	\$24.00 \$1,920.00 \$49,920.00	(CAP) \$24.50 \$1,960.00 \$50,960.00
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ARTICLE 14

LODGE BUSINESS

SECTION 1

The Lodge as a whole shall be permitted up to one hundred twenty (120) hours of professional leave, each fiscal year, to conduct Lodge Business. If additional time is needed, members may use their accrued Vacation / Compensatory leave. The request for professional leave shall be submitted on the 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 confirming 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 the employee's accrued vacation leave, holiday leave, or compensatory time, nor shall employees be required to work on non-scheduled workdays, to include regularly scheduled days off, as a result of its use. 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

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 wrist watches which are unexpectedly destroyed, or damaged, as a result of a Lodge member's official duties, subject to the remaining sections of this Article. The Employer shall only be responsible for the repair(s), or replacement(s), of personal property damaged while member was on-duty, or acting under the realm and scope of his/her employment as a Police Officer.

SECTION 2

The requirements for a request to replace, or repair, personal property damaged while on duty, or during official business, as a result of unexpected incident(s) is as follows:

- (A) Lodge member shall be required to notify the Chief of Police, or his designee, in writing, of a claim for the repair(s), or replacement(s), of the personal property in question within five (5) days of occurrence;

- (B) Lodge member shall be required to provide Employer with a written estimate of repair(s), or replacement(s), of the item(s) damaged or destroyed;
- (C) Lodge member shall be required to provide a receipt(s) for the purchase(s) of replacement(s) if, approved by the Employer;
- (D) The Employer shall be entitled to require proof the damage, or destruction, of personal property occurred while the member was on-duty, or acting within the realm and scope of his/her employment as a Police Officer;
- (E) If the Employer agrees to replace such damaged property, the replacement item(s) must be of a similar type and quality;

SECTION 3

The maximum amount payable for any item(s) damaged in a single occurrence shall be:

- (A) \$200.00 for eyeglasses/contact lenses;
- (B) \$200.00 for dentures;
- (C) \$600.00 for duty weapon;
- (D) \$200.00 for wristwatch;

SECTION 4

The Employer shall retain the right to determine the feasibility or either repairing, or replacing, damaged or destroyed item(s). Employer may require a statement from an individual experienced and qualified in the repair of such item(s) as to the feasibility, and practicality, of the repairing versus replacement of item(s).

SECTION 5

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

SECTION 6

The Employer shall have no responsibility, or obligation, to repair, or replace, any personal property damaged, or destroyed, as a result of 'horseplay' or other actions which occurred outside of official business, or the realm and scope of the member's employment as a Police Officer.

SECTION 7

The Employer shall replace any article of clothing damaged, or destroyed, in the line of duty worn by an Officer, including those assigned to the plain clothed division.

ARTICLE 16

STANDARD WORK PERIOD & OVERTIME

SECTION 1

Parties agree the work period established for employees covered under 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 this compensation shall be in the form of compensatory time. Said compensatory time will be used at a time which is agreeable between Parties. For the purpose of this Agreement, the established work period shall be seven (7) days; totaling forty (40) hours per work period. The Chief of Police may assign Officers to "Special Duties" (School Resource Officer, Investigator, K-9 handler, etc.) and has the right to change hours of work as long as the employee is allowed to work a minimum of forty (40) hours per 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. These hours shall not be used in the calculation of compensatory hours in Section 3 of this Article. Employees shall be allowed one (1) hour for lunch each shift, provided operational requirements permit. Every effort shall be made to allow employees a reasonable lunch period each shift.

SECTION 3

Employees shall receive compensatory time for all hours worked in excess of forty (40) within the work period, which shall be calculated at the rate of one and one-half (1 1/2) 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 the Department is eligible to apply for a State or Federal grant which required overtime hours, earned under the grant, must be compensated by overtime pay, and said grant provides funding for such overtime pay, the Parties agree this section shall serve as an Amendment to Section 3 of this Article, solely as to overtime hours compensated by grant funding.

SECTION 5

An employee who is off-duty and called back to service, including court appearance and/or departmental meetings called by the Chief of Police, when such time is outside of the of the employee's regularly scheduled shift shall receive overtime compensation according to Section 3 of this Article. If an off-duty employee is called to court, departmental meeting called by the Chief of Police, or other assignment in which the Officer is required to participate, the employee shall receive overtime compensation for the duration in which his/her presence is required, but not less than two (2) hours.

SECTION 6

The maximum amount of compensatory time, which an employee may accrue at any once time, shall be two hundred forty (240) hours. An employee who currently has in excess of this amount shall be grandfathered in, but may not accrue any additional compensatory hours and will be expected to schedule the use of these excess accruals as quickly as possible, taking into consideration manpower issues. Employees who terminate their employment with the Employer shall receive payment for the unused compensatory time at their rate of pay at time of termination.

SECTION 7

Lodge members agree to seek, and obtain, approval for any overtime hours worked, prior to working the hours, if possible.

SECTION 8

Compensatory time will be scheduled at a time which is agreeable to the employee and Employer. The Employer shall 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 all Lodge member 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 six (6) months of employment. Sick leave need not be used within a specific duration, 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. Sick leave with pay shall be granted for the following reasons:

- (A) Personal illness or physical incapacity resulting from causes beyond the employee's control;
 - (B) Enforced quarantine of the employee in accordance with health regulations;
- Or;
- (C) Anyone who falls under the City of Harrah's "Family Medical Leave Act" definition of immediate family member becomes, or is currently, ill or injured, and requires the employee's attention.

SECTION 2

Employees absent from work because of illness must notify the Chief of Police, or designee, prior to the start of the actual work period; giving a minimum of two (2) hours advanced notice except in cases of extreme emergencies.

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 (1/2) of his/her 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 vacation, holiday, and/or sick leave and compensatory time. Final approval must be granted in writing by the City Manager. No employee shall be allowed to donate as much leave as to reduce their own accrued sick leave below one hundred (100) hours.

SECTION 4

- (A) An Employee who continues to be physically unable to perform his/her normal duties for a period of three (3) consecutive working days, or more, shall be required to provide a physician's written statement to the Chief of Police, or designee, and every subsequent thirty (30) day period of such absence, which confirms the employee's continued inability to perform his/her normal duties. Additionally, an employee may be placed on "proof status," requiring an employee to bring medical certification for any future sick leave occurrence when;
 - (1) The employee has frequent sick leave usage, defined as nine (9) sick leave occurrences without a physician's written statement within a twelve (12) month period;
- (B) "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 may be subject to disciplinary action for sick leave abuse. The City shall advise the employee, and designated FOP representative if applicable, of being placed on such status, or any extension thereof.

SECTION 5

For the purposes of this Agreement, a "physician's written statement" shall be defined as any printed, or written, notice to employer, which directly states the employee cannot, or should not, engage in work related activities, the basic nature of the employee's illness and/or injury, and 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/her normal duties without limitations or restrictions.

SECTION 6

The Lodge agrees the City shall no longer pay employees for any unused sick leave upon retirement.

ARTICLE 18

INJURY LEAVE

SECTION 1

The Employer and Lodge agree any injury leave will follow the provisions of applicable State, and Federal, law as amended from time to time.

SECTION 2

(A) REPORTING INJURIES:

(1) Employee shall report an on-the-job injury, as soon as possible, to his Supervisor, Department Head, or Human Resources Manager, regardless of severity or extent;

(a) Failure to immediately report such injury, without good cause, 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 requires further medical attention;

(a) If any reasonable doubt exists, the employee should be examined by a medical doctor/medical facility selected by City.

(3) The City Manager and 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;

(a) Employee will supplied with 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) Employee shall be provided a copy of such injury report;

(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-restrictive 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:

(1) 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 his/her position, with, or without, accommodations.

- (a) In 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 Worker's 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 job related injury are not authorized to work any secondary job for compensation without approval of the City Manager.
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ARTICLE 19

OTHER LEAVE PROVISIONS

SECTION 1

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 in 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 re-employment to his/her former position in accordance with State and Federal laws. A copy of the employee's orders must accompany any request for military leave.

SECTION 2

LEAVE OF ABSENCE WITHOUT PAY:

- (A) Leave without pay may requested by regular full-time employees following one (1) full year of service. Exceptions to the time in service requirement may be made at the discretion of the City Manager in unusual circumstances. The leave request must be submitted, in writing, to the Human Resources Director for consideration by the City Manager stating;
 - (1) The reason for the request;
 - (2) The approximate time off requested;
- (B) A leave of absence must not interfere with the normal operations of the Department. Any leave of absence shall not exceed six (6) months. An extension of leave time may be requested due to an emergency or extenuation 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.

SECTION 3

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 election.

SECTION 4

ABSENCE WITHOUT LEAVE:

Absence without leave shall be defined as 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.

SECTION 5

ABANDONMENT OF POSITION:

An employee who is absent from work 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 (1st) day of unauthorized absence. The employee's separation will be reported as a resignation by abandonment of position.

SECTION 6

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 of Harrah, not to exceed thirty (30) days in any twelve (12) 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, shall be leave without pay.

SECTION 7

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 immediate family members; defined as spouse, children, parents, grandparents, grandchildren, siblings (all to include step, half, or foster relationships). Funeral leave may also be used by an employee for situations involving a spouse's immediate family.

ARTICLE 20
PERSONNEL REDUCTIONS & LAY-OFFS

SECTION 1

In the event of a reduction in force, employees shall be laid off in inverse order or seniority, to be determined by the employee's original date of hire. Employees shall be recalled from lay-off 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 the last place of residency listed on employee personnel records. Any employee who fails to report for duty within thirty (30) business days following receipt of notice of recall, or within thirty (30) business days following attempted delivery of such notice if the same is unclaimed or otherwise not 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 to recall.

ARTICLE 21
VACATION LEAVE

SECTION 1

REGULAR VACATION

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

- (1) 0 - 5 years (0 - 71 month) = 7 hours per month/84 hours per year;
- (2) 6 - 10 years (72 - 131 months) = 8 hours per month/96 hours per year;
- (3) 11+ years (132+ months) = 10 hours per month/120 hours per year;

SECTION 2

Vacation leave will begin to accrue the first (1st) day of employment, but is not available to be used within the first (1st) six (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 (1) year of accrued vacation leave into the next fiscal year, unless conditions are of such that the employee could not have utilized vacation hours. In this event, the employee shall carry over additional hours with the written approval of 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 they wish to use vacation leave to allow the Department Heads to plan work schedules and projects accordingly.

SECTION 3

Employees may take only the amount of leave time which has been accrued. Under normal circumstances, unearned annual leave may 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 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 incrementally with a minimum of two (2) hours each, but not to exceed eighty (80) hours. Requests for scheduling of vacation leave in excess of eighty (80) hours will require approval of the Department Heads.

SECTION 4

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 the City 'buy back' said 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 (1/2) of all accrued vacation leave any other employee who has sustained a prolonged illness, or injury, and who has exhausted all of his/her own vacation and sick leave.

SECTION 5

Upon termination from employment, employees shall be paid for accrued, but unused, vacation leave.

ARTICLE 22 **HOLIDAY LEAVE**

SECTION 1

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

- | | |
|------------------------|------------------------------|
| (1) New Year's Day; | (8) Columbus Day; |
| (2) MLK JR's Birthday; | (9) Veteran's Day; |
| (3) Presidents' Day; | (10) Thanksgiving Day; |
| (4) Good Friday; | (11) Day after Thanksgiving; |
| (5) Memorial Day; | (12) Christmas Eve; |
| (6) Independence Day; | (13) Christmas Day; |
| (7) Labor Day; | |

- (B) The Employer shall see to it 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 which falls on a Sunday shall be observed on the following Monday, or workday. Holiday leave shall be accrued in the employee is required to work the holiday, or if the holiday occurs on the employee's regular day(s) 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/her entire shift the day before the holiday, and the entire shift after the holiday unless the day off has been pre-approved. The Employer agrees to compensate those bargaining unit members who must work on the actual holiday, time and a half (1 1/2 hours per hour) of holiday leave to be used at a later date.

SECTION 2

Any member who has "floating holiday" leave accrued at time of the adoption of this Agreement shall have said hours transferred to their standard holiday leave totals. As of the effective date of this Agreement, members agree no future "floating holiday" leave shall be accrued by Officers.

ARTICLE 23

FAMILY MEDICAL LEAVE ACT

SECTION 1

APPLICATION

This policy applies only to the individual employees who have been employed by the City of Harrah for, at minimum, a total of twelve (12) months, and who have worked, a minimum of, one thousand two hundred fifty (1,250) hours during the immediate preceding twelve (12) month period.

SECTION 2

(A) DEFINITIONS

- (1) "Child" is defined as a biological, adopted or foster child, stepchild, a legal ward, or a child of a person standing the place of a parent, under eighteen (18) years old, or if eighteen (18) years old or older, is incapable of self-care due to mental or physical disability.
- (2) "Parent" is defined as a biological parent of the employee, or an individual who stood in place of the employee's biological parent.
- (3) "Qualifying Exigency" is defined as one (1) 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;
 - (h) Additional duties arising out of active service;
- (4) "Spouse" is defined as a husband or wife.
- (5) "Serious illness" is defined as an illness, injury, impairment, or physical/mental condition which involves;
- (a) In-patient care in a hospital, hospice, or residential care facility;
 - (b) Chronic conditions requiring continuing treatment by a health care provider;
 - (c) Permanent or long term condition(s) requiring medical supervision;
 - (d) Conditions requiring multiple treatments;
 - (e) Specialized pregnancy related conditions;
 - (f) Substance abuse treatment of the employee or a family member;

SECTION 3

(A) REASONS FOR LEAVE:

- (1) An employee who meets the requirements set forth in Sections 1 and 2 of this Article may be granted a total of twelve (12) weeks of family medical leave during a twelve (12) month period, (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 of 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 which renders the employee incapable of performing the functions of his/her job;
- (e) Due to qualifying exigency which arise from a service member of the Reserves, National Guard, or certain retirees members of the regular Armed Forces, or retired Reserved, which have been called to federal active duty or ordered to federal active duty in the Armed Forces for a contingency operation;

(B) BOTH SPOUSES WORKING FOR THE CITY:

- (1) The total family leave which may be taken by spouses who are BOTH employed by the City of Harrah shall not exceed a total of twelve (12) weeks if taken for the birth, or the adoption of a child, or the serious illness of a parent. The 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.

(C) BIRTH/PLACEMENT OF A CHILD:

- (1) The entitlement to leave for the birth, or placement by adoption or foster care, of a child shall expire twelve (12) months from the date of birth, or such 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:

- (1) An employee intending to take family or medical leave due to an expected birth, or placement, or a planned medical treatment for the employee, or family member, must submit an application for leave at least thirty (30) days prior to the intended start date. If leave is to begun within thirty (30) days, an employee must give notice to the Human Resource Director as soon as the necessity for the leave arises. If it is not practicable to provide advanced notice, or when the need for leave is not foreseeable, the employee must give notice as soon as practicable (absent an emergency situation, the same or following business day), and in compliance with the City's notice and procedural requirements for seeking leave as set forth in the City's handbook. Furthermore, the employee is required to follow the City's 'Call-In' policy set forth in the handbook when the employee shall be absent from work. An employee requesting leave must complete an "Application for Family Medical Leave" form. The completed application must state the reason for the leave, the duration of leave to be taken, and the estimated beginning and end dates of such leave. The completed application must be submitted to the Human Resources Director, via the City Clerk, for approval.

(E) MEDICAL CERTIFICATION OF LEAVE:

- (1) Application for leave, based on seriousness of the health condition of an 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 stating the date on which the health condition commenced, the probable duration of the condition, and the 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 the denial of job protected leave unless the employee is able to provide adequate reason for the failure to provide such information.
- (2) If leave is needed to care for a spouse, child, or parent of the employee, the certification must state an estimate of the amount of time the employee will need to be absent from work. If the employee has a serious health condition, the certification must state the employee cannot perform the functions of his/her job. The City may request a second opinion, at the City's expense. If the original opinion and second opinion conflict, the City may require a third opinion by a physician jointly selected by the City and the employee. The City shall bear the cost of such third opinion, which is final and binding on the employee and City, as to the necessity of the medical leave. The City may require subsequent re-certification on a reasonable basis.

(F) PAID/UNPAID LEAVE:

- (1) The employee must first use accrued, but unused, leave as part of the twelve (12) week period. The order of usage (accrued vacation, holiday, and sick leave and accrued compensatory time) shall depend on the reason for 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 taken for a reason other than the FMLA leave. After all vacation, holiday, and sick leave as compensatory time off has been exhausted, the remaining portion of the twelve (12) week period shall be without pay.

(G) BENEFITS COVERAGE DURING LEAVE:

- (1) During a period of family or medical leave, an employee shall be retained on the City's health plan under the same conditions which applied before the leave commenced. To continue health coverage, the employee must continue to make any contribution which he/she was making to the plan prior to taking leave.
- (2) If the employee fails to return to work after the expiration of such 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.
- (3) An employee is not entitled to the accrual of any seniority, or any other employment benefits which 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 accrued before the date leave began.

(H) RETURN FROM LEAVE:

- (1) An employee must complete and submit to the City Manager, via the Human Resources Director, a "Notice of Intention to Return from Family or Medical Leave" form, prior to his/her return to active status. If employee wishes to return from work prior to the expiration of the approved family or medical leave of absence, notification must be given to the City Manager a least five (5) days prior to the his/her planned return. If the leave was taken due to the employee's serious health condition, the employee must also submit a fitness for duty certificate from the employee's health care provider, which shall specifically state the employee is able to resume work and perform the essential functions of his/her position.
- (2) Upon returning to work, an employee shall be restored to his/her old position, or to a position with equivalent pay, benefits, and other term and conditions of employment. The City cannot guarantee an employee will be returned to his/her original position.

(I) FAILURE TO RETURN FROM LEAVE:

- (1) The failure of an employee to return to work upon the expiration of the family or medical leave of absence will subject such 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 such extension, in writing, to the City Manager, via the Human Resources Director. The request must be accompanied by a physician's statement as to the necessity for continued leave. The written request is to be made as soon as the employee realizes he/she will be unable to return upon the expiration of the leave period. The extension must be approved by the City Manager or designee.

(J) MILITARY CARE GIVER LEAVE:

- (1) Up to twenty-six (26) weeks of leave may be granted in a single twelve (12) month period for an employee, who meets the requirements set forth in this Article, including next of kin, 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:
 - (a) "Covered service member" is defined as a member of the Armed Forces, National Guard, or Reserves who is undergoing medical treatment, recuperation, therapy, or is otherwise in an outpatient status, or is in temporary disability retired list for serious injury or illness (former members of the Armed Forces, National Guard, or Reserves are not covered by this provision).
 - (b) "Serious injury or illness" is defined as one which was incurred in the line of active duty which may render the member unfit to perform his/her duties, including both physical as well as psychological injuries.

- (2) The City may require certification the employee is needed to care for such seriously ill or injured service member. The certification may be completed by the Department if 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 certification, upon request, and failure to do so may result in denial of leave.
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ARTICLE 24

UNIFORMS & EQUIPMENT

SECTION 1

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

SECTION 2

- (A) Uniforms and equipment to be issued to each Officer upon initial hire shall be as follows:
 - (1) Two (2) sets of summer uniforms;
 - (2) Two (2) sets of winter uniforms;
 - (3) Three (3) uniform neckties, 'dickies,' or combination thereof;
 - (4) One (1) 'tuffy' jacket;
 - (5) One (1) rain coat;
 - (6) Two (2) name plates;
 - (7) Two sets of collar brass;
 - (8) One ballistic vest, new (Level II or higher under contemporary NIJ standards);
 - (9) One (1) canister of OC spray, as approved by the Chief of Police;
(to be issued upon successful completion of CLEET training)
 - (10) One (1) expandable baton, as approved by the Chief of Police;
(to be issued upon successful completion of CLEET training)
 - (11) Two (2) Official Harrah Police Department Badges;
 - (12) One (1) BDU uniform;
 - (13) One (1) pair of duty boots;

- (B) Additional uniforms and equipment to be issued to each Officer assigned to the motor division upon date of hire, or classification, shall be as follows:
- (1) One (1) pair of motorcycle boots;
 - (2) One (1) leather jacket;
 - (3) One (1) motorcycle helmet;
 - (4) One (1) cold weather face mask;
- (C) Additional uniforms and equipment to be issued to each Officer assigned to the investigations division upon date of hire, or classification, shall be as follows:
- (1) Two (2) long sleeve dress shirts;
 - (2) Two (2) professional polo's;
 - (3) Two (2) neckties;
 - (4) Four (4) pairs of slacks;
 - (5) One (1) pair of dress shoes;
- (D) Officers shall receive four (4) additional sets of uniforms each year. To ensure Officers receive such uniforms in a timely manner, to accommodate the changing of the seasons, the Employer agrees 'summer' uniforms shall be ordered in December, and 'winter' uniforms shall be ordered in July, of each year.
- (E) Uniformed Patrol Officers may elect to wear 'six' pocket patrol pants, as approved by the Chief of Police, so long as they maintain one (1) Class 'A' uniform for special occasions.
- (F) Officers assigned to the motor division may elect to wear breeches (motorcycle riding pants) so long as they maintain one (1) Class 'A' uniform for special occasions.
- (G) Officers assigned to the investigations division shall receive the articles of professional attire, as provided in Section A, subparagraph C of this Article, in lieu of the four (4) patrol uniforms provided to Officers each year. The cost of the above items shall not exceed the cost of replacement uniforms which would have otherwise been provided to the Officer. The provided attire is not intended to be the designated uniform, but to supplement the Officer's wardrobe as to promote a professional appearance, when representing the Agency as well as the City of Harrah during the official performance of their duty. Officers assigned to the investigations division shall maintain one (1) Class 'A' uniform for special occasions.
- (H) Officers assigned to the K-9 division may elect to purchase the majority of their uniforms as BDU's, so long as they maintain one (1) Class 'A' uniform for special occasions. The employer also agrees to purchase all equipment which the Chief of Police determines to be necessary for the safety and wellbeing of the K-9 Officer (dog) and Handler.

- (I) All above items shall be replaced upon need, as determined by the Chief of Police or designee. Leather duty gear shall be replaced, by specific item, as approved by the Chief of Police. The quality, color, manufacture, and vendor of items shall be at the sole discretion of the Employer, so long as the selection of such equipment does not unduly endanger the safety of Employees
 - (K) The employer agrees to provide each member with one hundred fifty dollars (\$150.00) per month, paid bi-monthly in seventy five dollar (\$75.00) increments, for the cleaning and/or maintenance of uniform articles.
 - (L) Employer agrees to provide a separate phone for supervisory personnel up to a maximum of forty-five dollars (\$45.00) per month. (Subject to the Open Records Act)
 - (M) Employees agree the City shall no longer pay the previously allotted twenty-five dollars (\$25.00) per month to offset the cost of Officers' phone bills.
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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 designee. A copy of said authorization shall be kept in the records of the Chief of Police or designee. Officers agree to provide a copy of any certificate, diploma, etc. to the Chief of Police, 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, qualification, or training course which may, by the nature of such training, improve the Officer's ability to perform his/her duties. If two (2) or more Officers are to attend such training at the same location, and a City vehicle is to be used, "car-pooling" shall be utilized.

SECTION 3

An Officer shall have the option, but shall not be required, to work an eight (8) hour shift immediately before, or immediately after, completing eight (8) hours of such training, qualification, or certification.

SECTION 4

(A) TUITION ASSISTANCE:

- (1) Tuition assistance for city employees will be provided for those who have requested assistance for courses in advance of enrollment, initiate a claim on a purchase order and which are administered by an accredited college, university, or technical training center. Tuition is limited to the maximum of the highest in-state tuition and fees charged per credit hour by public Oklahoma Universities or Colleges. To be acceptable for reimbursement of tuition, each course taken must provide training which will tend to improve the services which the employee 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 Supervisor and the City Manager and filed in the individual's personnel file.
- (2) Upon successful completion of an approved course or courses, the applicant will finalize the request for reimbursement of tuition as follows:
 - (a) The officer must present a receipt from the university, technical training center, 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:
 - (1) A grade of "C" or higher, or "Satisfactory" where applicable, shall be reimbursed at 100%;
 - (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 year of employment for each year that was paid by the City. If the City terminated the employment, the employee is no longer held to signed statement.
 - (1) If employee resigns from the position, employee will be required to reimburse the city on a prorated basis, based on the number of months left to fulfill the employees' obligation to the City.
 - (f) The City Manager will be responsible for determining which fund the monies for this benefit is budgeted and the maximum total annual expenditure per year will be \$5,250 per employee, which will not be taxed;

- (g) Upon enrollment, the employee may submit to the City Manager enrollment forms and degree requirements to allocate funds out of the allowable monies for this benefit that will be dependent upon the above scale for reimbursement.

SECTION 5

- (A) Law Enforcement Officers can achieve three levels of certification;
 - (1) Basic;
 - (2) Intermediate;
 - (3) Advanced;
 - (B) Educational incentive shall be provided to Officers as follows:
 - (1) Officers who advance from a Basic Certification to, or possess, an Intermediate Certification shall receive a pay increase of fifty dollars (\$50.00) per month;
 - (2) Officers who advance from an Intermediate Certification to, or possess, an Advanced Certification shall receive a pay increase of one hundred dollars (\$100.00) per month;
 - (3) Educational incentive shall not exceed one hundred dollars (\$100.00) per month;
 - (C) To receive this compensation, the Officer must present a written request to the Chief of Police, requesting 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 thirty (30) business days of the receipt of such certification; or if previously certified, within thirty (30) days from date of employment as a full-time Officer.
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ARTICLE 26

LABOR AND MANAGEMENT MEETINGS

SECTION 1

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 & LIFE INSURANCE

SECTION 1

- (A) Parties agree that the City shall be responsible for, and allowed to find, an insurance carrier with at least the same amount of coverage, or similar, as the previous year;
 - (1) The City shall pick up all premiums to cover the employee for Major Medical and Dental;
 - (2) The City shall pick up 75% of the premium for dependents for Major Medical and Dental;
 - (B) The City will offer additional life insurance, and other offers, at a reduced rate for the employees, at the employee's expense.
 - (C) The City agrees to leave this "as is" but subject to changes with new Health Care Reform laws.
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ARTICLE 28

OFF-DUTY EMPLOYMENT

SECTION 1

- (A) 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. Section 2 of this Article shall serve as such "Off Duty Employment Authorization" form;
- (B) Employees agree to not jeopardize service to the City of Harrah's citizens in seeking any outside or off-duty employment opportunities. Employees are not authorized to use City vehicles for "off-duty" security type employment outside of the City Limits of Harrah as outlined in Article 29 of this CBA. Employees shall not wear City of Harrah 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.
- (C) 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.
- (D) Workers compensation will be provided by the "off-duty employer" or an off duty security license will be obtained by the employee.

SECTION 2

**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 by signing this request, if at any time my Supervisor and/or City Manager feel my off duty employment is adversely affecting the performance of my duties with the City of Harrah, 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 UNIT POLICY

SECTION 1

- (A) Due to the nature of police work, and the possibility of emergency call-outs, the Employer agrees to allow all Officers, living within the approved mileage limitations, the use of City owned patrol vehicles for transportation to, and from, work. The approved mileage limitation shall be as follows:
- (1) Fifteen (15) miles, “as the crow flies,” from the nearest City of Harrah boundary;
- (B) In addition to the approved use of City vehicles as set forth in Article 25, SECTION 2, of this Agreement, and subject to the limitations as set forth in Paragraph ‘C’ of this Article, the Employer further agrees to allow the use of department vehicles to furnish transportation to, and from;
- (1) Any licensed shooting range, or official Law Enforcement shooting range, with the intent to train with department issued firearms, or to train with personally owned duty weapons, secondary weapons, concealed carry weapons or general target practice;
 - (2) Any gym, fitness center, martial arts studio, or other physical training;
 - (3) Any Law Enforcement supply store, Uniform store, Gun store, or other business which may reasonably be believed to sell equipment, or offer services, which may be beneficial to the Officer’s ability to perform their duties, or approve upon the image of the City of Harrah;
 - (4) Any FOP meeting, gathering, function, or related activity;
 - (5) Any store, or restaurant, within reasonable distance of Officer’s expected route, while en route to, or from, Officer’s scheduled shift with the intent to purchase food or beverage;
- (C) If using a City vehicle to travel to any approved location, as set forth in Paragraph ‘B’ of this Article, while off-duty, the;
- (1) Officer must have in his/her possession an approved duty weapon;
 - (2) Officer must have in his/her possession their CLEET certification, Commission card, and Harrah Police Badge;
 - (3) Officer must have in his/her possession at minimum one (1) pair of handcuffs;
 - (4) Officer must have in his/her vehicle a jacket, coat, vest, hat, or any other article of clothing which may be quickly worn to identify themselves as a Police Officer, to other jurisdictions or agencies, in the event of an emergency;
 - (5) Intended location must be within twenty-five (25) miles of the nearest boundary of The City of Harrah;

- (6) Employees agree to obtain written permission, as a Memorandum of Understanding, from the City Manager, or Chief of Police, at the beginning of each fiscal year prior to exercising SECTION 1, Paragraph 'B' of this Article.

SECTION 2

The City Manager must authorize, in writing, 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.

SECTION 3

The Employer agrees that any officer issued a "take home" patrol vehicle may use said unit on "security" type off-duty employment, as long as the location is within 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 4

Employees agree any personal use of City vehicles, except as set forth in this Agreement, is prohibited.

ARTICLE 30

COURT & 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 & CDS TESTING POLICY AND PRODECURES

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. SEC. 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 for substances not prescribed by a licensed physician, 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 20 of this Article shall serve as such "Drug and/or Alcohol Testing Consent" form.

SECTION 5

FOR CAUSE TESTING

- (A) 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:
- (1) Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
 - (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;
 - (3) Receipt of a report of drug or alcohol use by an employee while at work;
 - (4) Information that an employee has tampered with drug or alcohol testing at any time;
 - (5) Negative job performance patterns by the employee;
 - (6) Excessive or unexplained absenteeism or tardiness.
- (B) 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.
- (C) 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

- (A) 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:
- (1) Police Officers;
 - (2) Firefighters;
 - (3) Persons engaged in activities which directly affect the safety of the public;

- (4) 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(S) 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.

SECTION 11

METHODS & DOCUMENTATION

- (A) 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.
- (B) All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation 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.

- (C) 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, prescriptions, 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 W/ 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 20 of this Article shall serve as such "Drug and/or Alcohol Testing Consent" form.

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

- (A) The City may elect to take disciplinary action, up to and including termination of employment, against an employee who:
- (1) Tests positive for alcohol and/or drugs or medication(s) not prescribed to them by a licensed medical physician, or when such test results indicate the employee was under the influence of such substance(s), prescribed or otherwise, while on duty;
 - (2) Refused to test under this policy;
 - (3) Adulterates a specimen or a drug or alcohol test.
- (B) 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.
- (C) 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.
- (D) 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.
- (E) 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 while on duty. 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 the 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

- (A) In order to comply with the provisions of this policy, each employee assumes the following responsibilities:
- (1) **Working Under the Influence of Performance Impairing Medication:** Employees who have been prescribed controlled substance which might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.
 - (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.
 - (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.

SECTION 19

Nothing in this Article shall be interpreted to mean an employee is prohibited from taking prescription medications/controlled substances prescribed to him/her by a licensed medical physician, while off-duty, so long as such use is pursuant to the instructions of such physician. If an Officer has taken such prescription medications/controlled substances while off-duty, and is called into service, it shall be the duty of the Officer to inform his/her supervisor such medications which may impair the Officer's ability to safely perform their duties have been taken. No Officer shall report for duty within eight (8) hours of taking such medication(s).

SECTION 20

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 released 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, for substances not prescribed to me by a licensed physician, 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, for substances not prescribed to me by a licensed physician, and/or alcohol test will be grounds for disciplinary action, 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 & MERIT BONUS

SECTION 1

- (A) Employees agree the City shall no longer provide longevity pay, in recognition of the tenure and dedication of his/her service;
 - (B) Employees agree the City shall no longer provide merit bonuses, based upon his/her yearly performance evaluation.
-

ARTICLE 33
MEAL REIMBURSEMENTS & MEAL BREAKS

SECTION 1

- (A) 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 \$50.00 per day.
 - (B) 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 five (5) miles, “as the crow flies,” outside 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

SECTION 1

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.

ARTICLE 35
BODY ART & RELIGIOUS ACCOMMODATION

SECTION 1

- (A) Both sworn and non-sworn Patrol personnel are highly visible representatives of the agency. Therefore, personnel shall be professional in their appearance while serving in uniform and non-uniform positions. All members shall ensure that existing body art conforms to this policy; any body art which does not conform to the standards as set forth in this agreement shall be covered at all times during the performance of the Officer's official duties.
- (1) For purposes of this policy, body art shall mean:
- (a) Tattoos;
 - (b) Piercings;
 - (c) Brands;
 - (d) Intentional Body Mutilations;
 - (e) Ornamentation;
 - (f) Intentional Scarring;
- (B) Sworn and non-sworn Patrol personnel are permitted to have body art according to the following specifications;
- (1) Body art is not permitted on the neck, face, head or any area of the chest visible in any authorized uniform or attire;
 - (2) Body art on exposed legs is only permitted when authorized in a training environment;
 - (3) No other body art may be visible on the hands, with the following exception;
 - (a) A single wedding band style tattoo of no more than 1 inch in width, displayed on a single finger, may be created or exposed;
 - (4) Conforming body art shall not display any language or symbols that are profane, vulgar, offensive, anti-government, discriminatory, racist or pornographic in nature;
- (C) The final decision on whether a piece of body art violates this section shall lie with the Chief of Police or authorized designee;

- (1) Members may be required by supervisory personnel to cover such body art with a skin-tone color sleeve, purchased by the member, until a determination of compliance can be made by the Chief of Police or authorized designee;
 - (2) The Chief of Police may require a member to purchase and wear a skin-tone covering sleeve if the member's body art is determined to be non-conforming;
- (D) Nothing in this policy is to be construed as prohibiting future body art as necessitated by deformity, injury, medical, or dental needs;
- (E) New Body Art modifications;
- (1) Each member shall notify the Chief of Police, in writing, of any intended modifications which may be readily visible in any authorized uniform or attire, and submit such modification(s) for review;
 - (2) As certain body art modifications are inherently permanent, SECTION 3 of this article shall serve as such "BODY ART MODIFICATION REVIEW" form. A copy of each completed review form shall be placed in the Officer's personnel file;
 - (a) If such body art modification is found to conform to policy standards, Officer shall not be required to cover such art during the performance of his/her duties as determined by the Chief of Police;
 - (b) If such body art modification is found to violate policy standards, Officer may be required to cover such art during the performance of his/her duties as determined by the Chief of Police;
 - (3) Any body art modifications which are not visible while in any authorized uniform or attire shall not be subject to any such notification or request for review;
- (F) Violations of this Section may be grounds for discipline including discharge from employment.

SECTION 2

- (A) The religious beliefs and needs of department members should be reasonably accommodated. Requests for religious accommodation should generally be granted unless there is a compelling security or safety reason and denying the request is the least restrictive means available to ensure security or safety. The Chief of Police should be advised any time a request for religious accommodation is denied.
- (1) Those who request to wear headscarves, simple head coverings, certain hairstyles or facial hair for religious reasons should generally be accommodated absent unusual circumstances.

ARTICLE 36
FULL & 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). 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.

SIGNING PAGE

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

the _____ day of _____, 20_____;

THE CITY of Harrah, OK

FRATERNAL ORDER of POLICE

CITY MANAGER / MAYOR

FOP LODGE #165 PRESIDENT

ATTEST:

CITY CLERK

FOP LODGE #165 MEMBER

(City Seal)

(Lodge Seal)

Approved by City Council this, _____ day of, _____, 20_____.