

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF HARRAH, OKLAHOMA

AND THE

**FRATERNAL ORDER OF POLICE
HARRAH LODGE #230**

EFFECTIVE: JULY 1ST, 2022 THROUGH JUNE 30TH, 2023

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ARTICLE 1 - PURPOSE OF AGREEMENT

Section 1 - Preamble:

- (A) The City Acknowledges 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.
- (B) Pursuant thereto, this Agreement is entered into by, and between, The City of Harrah, Oklahoma (herein referred to as the "City" and or "Employer"), a municipal corporation, and the Fraternal Order of Police Lodge #230 (herein referred to as the "Lodge", "FOP," "Officer[s]," and/or "Employee[s]"), the exclusive collective bargaining agent of Police Officers of the City of Harrah, and thus made to:
 - (1) Establish wages, hours, benefits, grievance procedures, and all other conditions of employment of represented Officers of the City of Harrah Police Department.
 - (2) 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.
 - (3) Provide a means of amicable adjustment of labor disputes.

Section 2 - Notice of Supremacy:

- (A) This Agreement reduces to writing the full and complete agreement between both Parties and supersedes all prior negotiations and or agreements, whether written or oral.
- (B) Any issues/items not specifically addressed in this Agreement shall fall under the purview of the Employee Manual of the City of Harrah.

ARTICLE 2 – AUTHORITY & DURATION

Section 1 - Exclusive Representation:

- (A) The aforementioned 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.
- (B) Employer agrees under said statutes, the Employer and the Fraternal Order of Police 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.
- (C) The Employer and the Lodge have, by these present, reduced to writing the Agreement entered into by the City of Harrah, Oklahoma and the Fraternal Order of Police, Lodge #230, through collective bargaining as the term is defined in 11 O.S. SEC. 51 - 101, as amended.
 - (1) 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.
 - (2) 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.

Section 2 - Duration:

- (A) This Agreement shall be effective as of July 1st, 2022, and shall remain in full force and effect through June 30th, 2023, pursuant to the terms of the Fire and Police Arbitration Act, 11 O.S. SEC. 51 - 101 *et seq.*
- (B) 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 3 - RECOGNITION

Section 1 - Exclusive Bargaining Agent:

- (A) Employer recognizes the Fraternal Order of Police, as the exclusive bargaining agent for all bargaining unit members of the City of Harrah Police Department as defined by 11 O.S. SEC. 51 - 102 and 11 O.S. SEC. 50 - 101 (6).
- (B) This Agreement is hereby made between the City of Harrah and the Lodge #230 and is valid upon approval of the City Council and the Lodge at Large.

Section 2 - Exclusion of Certain Employees:

- (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.
 - (3) The Administrative Assistant.
 - (4) Reserve Police Officers.
 - (5) Part-time Police Officers.
- (B) Parties recognize the following employees as being covered by this Agreement, while being excluded from the Grievance Procedure(s), as outlined herein, until completion of the initial probationary period:
 - (1) Initial Probationary Officers.
 - (a) The Lodge recognizes, and is in full agreement, this shall not prohibit the City from terminating the employment of a probationary employee under applicable State and Federal Law for failure to meet probationary standards.
- (C) This Section in no way limits participation in the Lodge by persons who wish to join, whose membership the Lodge accepts, and applies only to the bargaining unit.

ARTICLE 4 - SAVINGS CLAUSE

Section 1 - Invalidation:

- (A) 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.
 - (1) Parties agree to immediately negotiate a substitute for the invalidated Article, Section, or any portion thereof.

Section 2 - Appendices & Amendments:

- (A) This Agreement may be amended by mutual agreement of the parties.
 - (1) Such agreements must be reduced to writing, executed by both parties, and attached hereto.
- (B) 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 remove or change a provision of this Agreement, and all appendices shall become part of this Agreement upon ratification.

ARTICLE 5 - PREVAILING RIGHTS

Section 1 – Acknowledgment:

- (A) 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 - Employer's Rights Under this Agreement:

- (A) Except as limited herein, all rights to manage and direct the Police Force, which have not been specifically addressed by this Agreement, shall remain the exclusive right of the City of Harrah and the Chief of Police, including, but not limited to:
 - (1) Determining the Policies of the Department, and or City, including the exclusive right to manage the affairs of the Police Department in all respects not specifically amended by this Agreement.
 - (a) Except in cases of emergency, any amendments to policies will be announced ten (10) calendar days in advance of its implementation.
 - (2) To assign working hours.
 - (3) To direct the members of the Police Department, including the right to hire, lay-off, promote, transfer, and, for just cause and subject to the grievance procedure, to discipline any employee covered by this Agreement, including, but not limited to, suspension, demotion, and termination.
 - (4) To determine the table of organization of the Police Department, including:
 - (a) The right to organize, and reorganize, the Police Department.
 - (b) The right to determine the size of the department.
 - (c) The right to determine job classifications and ranks based upon duties assigned.
 - (d) To determine the safety, health, and property protection measures for the Police Department.
 - (1) The City agrees to meet with the 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.
 - (e) To allocate and assign work within the regular scope of employee's duties.

- (f) To be the sole judge of qualifications of employees.
- (g) To schedule operations and to determine the number, and duration, of hours of assigned duty per week.
- (h) To establish and enforce the Police Department rules, regulations, and orders.
- (i) To introduce new, improved, or different methods and techniques of operation of the Police Department or change existing methods or techniques.
- (j) To determine the amount of supervision necessary.
- (k) To control the department budget.
- (l) To take whatever actions necessary to carry out the mission of the City in situations of emergency.

Section 2 - City Council's Authority:

- (A) The City Council of Harrah has the right, and authority, to determine the:
 - (1) Purpose and mission of the City of Harrah.
 - (2) Amount of budget to adopt thereto, as specified in the Charter of the City of Harrah.

ARTICLE 7 - NON-DISCRIMINATION CLAUSE

Section 1 - Inclusivity Statement:

- (A) 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 or expression, veteran status, handicap status, or status of Lodge membership.
 - (1) The Employer and the Lodge hereby agree the wording used throughout this Agreement in masculine and feminine genders shall be extended equally to those who may identify as a neutral or otherwise defined gender.

Section 2 - Non-Discrimination against Members:

- (A) Employer agrees not to discriminate against any employee for, or because of, his/her activity on behalf of, or membership within, the Fraternal Order of Police.
- (B) Employer agrees not to engage in any activities or actions which promote, or allows for, a hostile working environment against employees.

ARTICLE 8 - PROHIBITION OF STRIKES & LOCK-OUTS

Section 1 - No Right to Strike:

- (A) 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.
 - (1) The Lodge agrees nothing contained within the Fire and Police Arbitration Act constitutes a grant of the right to strike and such strikes are prohibited.
- (B) Upon written notification to Lodge by the City, FOP member(s) engaged in a strike, as defined in the Fire and Police Arbitration Act, 11 O.S. SEC. 51 - 102, shall immediately be ordered by the Lodge to return to work.

- (1) Lodge agrees to take all reasonable action to secure the member(s) return to work as soon as possible.

Section 2 - No Right to Lock Out:

- (A) Employer agrees it shall not lock out any employee due to a labor dispute, nor conduct any activities to discourage employees from exercising or asserting his/her rights pursuant to this Agreement nor Local, State, or Federal Law.

ARTICLE 9 - PERSONNEL REDUCTIONS & LAY-OFFS

Section 1 - Reduction in Force:

- (A) In the event of a reduction in force, employees shall be laid off in inverse order of seniority, to be determined by the employee's most recent date of hire and/or classification, if applicable.

Section 2 - Recall Rights:

- (A) Employees shall be recalled from lay-off status by seniority, to be determined by the employee's most recent date of hire and/or classification, if applicable.
 - (1) Recall rights shall be preserved for a period of two (2) years from the date of layoff.
 - (2) 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.
 - (3) 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 his/her employment.
- (B) No new employees will be hired until the employee(s) laid-off, and the Lodge, have been notified to recall.

ARTICLE 10 - ALCOHOL & CDS TESTING POLICY AND PRODECURES

Section 1 – Policy Statement:

- (A) The City and Lodge recognize the importance of having a drug and alcohol-free workplace.
- (B) The abuse of drugs, alcohol or other chemical substances endangers the safety of the public, the employee, and other City employees and 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 workplace.
- (C) Any employee found using, possessing, selling, distributing or being under the influence of a controlled 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.
 - (1) This policy shall in no way prohibit an Officer from possessing controlled substances, illicit drugs, or alcoholic beverages during the performance of his/her official duties, such as those seized as evidence.

Section 2 – Effective date:

- (A) 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.
 - (1) A copy will be given to each applicant upon receipt of a conditional offer of employment.

Section 3 – Application:

- (A) This policy applies to all employees, as well as all applicants for employment who have received a conditional offer of employment.
- (B) 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 from time to time.

Section 4 – Pre-Employment Testing:

- (A) All applicants will undergo controlled substance and/or alcohol testing following a conditional offer of employment, prior to final hiring and assignment.
 - (1) 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.
 - (2) Adulteration of a specimen or test will be considered a refusal to undergo such test.
 - (3) Section 21 of this Article shall serve as such “Drug and/or Alcohol Testing Consent” form.

Section 5 – Testing For Cause:

- (A) Drug and/or alcohol testing may be conducted on an employee if the City has reasonable suspicion, he/she maybe 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 employee’s conduct which suggests he/she 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 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 inform employee, in writing, of the reason for the test.
 - (1) 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.
 - (2) 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.
 - (1) The employee will not be allowed back to work until the results of the test are known.

Section 6 – Post-Accident Testing:

- (A) 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.
 - (1) Such test will be administered while the employee is still on duty or as close to as possible.
 - (2) An employee required to submit to a post-accident alcohol or drug test is prohibited from any use of alcohol or drugs, of any kind, following the accident until he/she undergoes such testing.

Section 7 – Random Testing:

- (A) The City may, at various times, randomly select Officers for unannounced testing for alcohol or controlled substances not prescribed to him/her by a licensed physician.

Section 8 – Periodic Scheduling:

- (A) The City may require members to undergo drug, or alcohol, testing as part of a routinely scheduled employee fitness for duty examination.

Section 9 – Post-Rehabilitation Testing:

- (A) 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.
 - (1) Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 10 – Substances(s) for which a test may be given:

- (A) The City reserves the right to test for all illicit drugs and for the presence of alcohol.
 - (1) Test for controlled substances, or any such metabolite thereof, may include:
 - (a) Amphetamines
 - (b) Cannabinoids
 - (c) Hallucinogens
 - (d) Cocaine
 - (e) Phencyclidine (PCP)
 - (f) Methaqualone
 - (g) Illegal Steroids
 - (h) Opiates
 - (i) Barbiturates
 - (j) Benzodiazepines
 - (k) Synthetic Narcotics
 - (l) Designer Drugs

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.
 - (1) Samples may be collected on the premises of the City at its election.
 - (2) Body component samples will be collected with due regard to the privacy of the individual.
 - (a) In no case may any City employee directly observe the collection of a urine sample.
 - (3) A written record of the chain of custody of the sample will be maintained until no longer required.

- (B) All sample testing will conform to scientifically accepted analytical methods and procedures.
 - (1) 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.
 - (2) If a Breathalyzer is used, no discipline may be imposed unless a confirmation test is performed.
- (C) An applicant or employee will be given the opportunity to provide any information which he/she considers relevant to the test, including currently or recently used drugs, prescriptions, or other relevant information.
- (D) An employee or applicant, in order to challenge the results of a positive test, may request a confirmation test of such sample within twenty-four (24) hours of receiving initial results.
 - (1) The employee's sample must be collected within one hour of the City's sample.
 - (2) Test must be in accordance with State Board of Health standards, as well as this policy.

Section 12 – Financial Responsibility:

- (A) The City is responsible for all costs associated with mandatory testing.
- (B) The employee or applicant shall be responsible for the cost of any confirmation test(s) requested, unless such testing reverses the findings of the initial positive result.
 - (1) In the event of such reversal, the City shall reimburse the employee or applicant for the cost of said test(s).

Section 13 – Refusal to Test or Tampering with Sample(s):

- (A) Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination.
- (B) 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 to and including termination of employment.
- (C) Section 21 of this Article shall serve as such "Drug and/or Alcohol Testing Consent" form.

Section 14 – Review Officer:

- (A) The City will contract 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.
 - (1) Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate said results.
- (B) Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials.
 - (1) The applicant or employee will be given the opportunity to explain the test results.

Section 15 – Confidentiality:

- (A) The City will treat all tests, and all information related to such tests, as confidential materials.
- (B) All records relating to drug testing will be kept separated from personnel records.
- (C) 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 made available for review by the Review Officer.

(D) Except as set forth below, records will not be released to any other person without written consent from the Employee / Applicant.

(1) However, the city may release the records:

- (a) In compliance with a valid judicial or administrative order.
- (b) As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City, is named as a party therein.
- (c) To employees or agents of the City of Harrah who need access to the records in connection with the administration of this policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 16 – Disciplinary Action:

(A) The City may take disciplinary action, up to and including termination of employment, against employees who:

- (1) Tests positive for alcohol and/or drugs or medication(s) not prescribed to them by a licensed medical physician.
- (2) Receives a positive test result which indicates the employee was under the influence of such substance(s), prescribed or otherwise, while on duty.
- (3) Refuses to test under this policy.
- (4) Adulterates a specimen or drug and/or alcohol test.

(B) The City will evaluate the employment history of any employee who tests positive for alcohol or controlled substance(s) other than those prescribed by a licensed physician.

- (1) The appropriate course of action will be determined based on the employee's total work record.
- (2) Where deemed appropriate by management, an employee may be offered the opportunity to enter into a rehabilitation program.
 - (a) 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.

(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.

- (1) An employee may be allowed a maximum of twelve (12) weeks to provide a verified negative "return to work" drug or alcohol test.
- (2) If a negative test is not provided within twelve (12) weeks, his/her employment will be terminated.
- (3) Until a negative "return to work" test is supplied, the employee will be on leave without pay.
 - (a) An employee may request permission to use accrued sick leave and vacation leave.
- (4) An employee may request a "return to work" test no sooner than two (2) weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained.
- (5) Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

(D) The City reserves the right to initiate disciplinary action, up to and including termination of employment, for the first positive test result.

- (1) 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.
- (2) Any future recurrence of substance abuse will result in termination of employment.
- (3) 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.
 - (a) The City will protest any application for unemployment benefits.

(E) Decisions regarding disciplinary action under this policy shall be final and binding.

Section 17 - Prohibitions:

- (A) No employee may report for duty within four (4) hours of consuming alcohol or remain on duty while having an alcohol concentration of 0.04 or greater.
 - (1) No supervisor will permit any employee to perform his/her duties upon becoming aware the employee has an alcohol concentration of 0.04 or greater.
- (B) No employee will be on duty, operate a City vehicle/equipment, or perform job duties while in possession of an alcoholic beverage nor consume any alcoholic beverage while on duty.
 - (1) This shall not preclude an Officer from transporting alcoholic beverages such as those seized or obtained during the official performance of his/her duty.
- (C) 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.
 - (1) No supervisor, having knowledge an employee has used a controlled substance, may permit such 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 shall adhere to the following:
 - (1) An Employee who has been prescribed a controlled substance which might affect the safe performance of his/her duties is required to notify his/her supervisor prior to performing any hazardous or dangerous tasks.
 - (2) Employees may not report to work and may not continue to work while impaired by any controlled substance identified in this policy.
 - (3) The services provided by certain employees are performed, at times, under hazardous conditions. Employees are encouraged to come forward and report any violation of this policy to management.

Section 19 – Right to Take Legally Prescribed Substances:

- (A) Subject to the obligation set forth in Section 18(A)(1), 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.
 - (1) 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 of such medications or substances which may impair the Officer's ability to safely perform his/her duties have been taken.

- (a) No Officer shall report for duty within eight (8) hours of taking such medication(s).

Section 20- Medical Marijuana:

- (A) An applicant or employee who possesses a valid Medical Marijuana license will not be discriminated against for possessing the license.
 - (1) The job of a police officer is deemed a "safety sensitive" position.
 - (2) The City reserves the right to disciplinary action if an employee tests positive for marijuana.
 - (3) In addition, the City reserves the right to impose discipline if an employee is found to be using or is in possession of marijuana at work or during working hours, regardless of whether the employee possesses a valid Medical Marijuana license.
- (a) This shall not prohibit an Officer from being in possession of marijuana which has been legally seized during the course of his/her duties.

Section 21:

**CITY OF HARRAH
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 a refusal to consent to a drug screen and/or alcohol test is sufficient reason to withdraw any conditional offer of employment, and I will not be employed by the City of Harrah. I also understand a positive result, for any controlled substance(s) not prescribed to me by a licensed physician, on the drug screen and/or alcohol test will result in my application for employment with the City of Harrah being deemed withdrawn.

☐

EMPLOYEE:

I, _____, hereby give my consent to the aforementioned drug screen and/or alcohol test with the understanding the results shall be reported to the City Manager and/or Human Resources Director, and such results shall be kept as confidential as possible under State and Federal laws.

Date: _____

Employee/Applicant

Witness

ARTICLE 11 – OFFICERS’ BILL OF RIGHTS

Section 1 – Purpose:

- (A) Employer agrees Due Process, especially in the face of disciplinary action, is crucial to ensuring a fair and safe working environment for all Officers covered under this agreement.
 - (1) Employer and all management personnel shall treat all Officers professionally, without discrimination, bias, hostility, racism, or any threatening or coercive conduct which promotes, allows, creates, or promulgates a hostile work environment, regardless of employment status.
 - (2) Employer shall not discriminate against any Officer covered by this Agreement for his/her 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 – Complaints:

- (A) Formal Complaint:
 - (1) For the purposes of this Agreement, a “formal complaint” shall be defined as a written document, signed under penalty of perjury, which details the specific allegation(s) of misconduct, wrong doing, or illegal activity against an Officer, made by the specific alleged victim(s) of said activity.
 - (2) Officers will be informed and provided with such information, as soon as is practical, each and every time a formal complaint is received against him/her.

Section 3 – Internal Investigations:

- (A) If an Officer is under investigation for any reason which could potentially lead to disciplinary actions greater than a verbal warning, including criminal prosecution, he/she shall be notified immediately.
- (B) Any subsequent investigations, interviews, questioning, or interrogations shall be conducted under the following conditions:
 - (1) Officer shall immediately be notified of the investigation, allegation(s), or complaint(s) made against him/her.
 - (2) If the Officer is being investigated based on the receipt of a Formal Complaint, he/she shall be provided a copy of the actual complaint documentation, which shall contain the following information:
 - (a) The name of the complainant(s).
 - (b) The name, or description, of Officer(s) 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) 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 unless he/she does so voluntarily after being formally advised of such investigation.

- (a) If an Officer does not voluntarily consent to provide a statement or response to such allegation(s) against him/her, contact shall be strictly limited to:
 - (1) Giving notice to the Officer a complaint has been made against him/her.
 - (2) Providing a copy of the complaint(s) to the Officer and a summary of facts.
 - (3) Providing Officer, in writing, the disciplinary action(s) to be taken against him/her should the allegation(s) be sustained.
 - (4) Placing the Officer on administrative leave, pending the results of an investigation, should it be warranted.
- (b) No Officer may be reprimanded or face disciplinary action(s) for refusing to provide a statement at any time.
- (5) Officer shall be provided, in writing, the name of the person(s) or Agency assigned to conduct, or assist in, the investigation.
- (6) Officer shall be provided, in writing, a description of any evidence obtained.
 - (a) If an audio or video recording has been obtained, an unedited copy of such recording(s) shall be immediately provided to the Officer.
- (7) Employer shall schedule such interviews, questioning, or interrogations no less than three (3) business days after Officer has been provided a copy of such complaint(s) and evidence, to allow him/her to obtain adequate representation.
- (8) 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 to be represented by such directly.
- (9) 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.
 - (1) Officer shall be allowed to answer each question to his/her satisfaction.
 - (c) All interviews 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) Officers being interviewed, questioned, or interrogated shall not be subjected to any manner of repetitive questioning intended to confuse, or entrap, the Officer into providing conflicting responses to questions of the same nature.
 - (f) Officers 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 – Official Determination:

- (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 was 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.
- (B) Upon completion of such investigation, The Chief of Police, having made a final classification, shall provide Officer 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).
- (C) The Officer under investigation shall receive, in writing, notification from the Chief of Police, or designee, as to the outcome and/or determination of the investigation.
- (D) 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 – Just Cause Required:

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

Section 6 – Regulations & Confidentiality:

- (A) Investigations conducted against an Officer shall be considered strictly confidential.
- (B) All internal investigation files shall be retained by the Police Department and are not a matter of public information or record unless subject to:
 - (1) The Open Records Act (ORA) of the State of Oklahoma.
 - (2) Lawful order of a court of competent jurisdiction or administrative body.
 - (3) The response to Employee's request for benefits.
- (C) Unfounded or Exonerated complaints and/or investigation against an Officer shall remain confidential.
 - (1) All information or mention of such incident(s) relating to the complaint and investigation shall remain within internal investigative files confidentially, subject to the following:
 - (a) The Chief of Police may inform complainant(s) of the final classification.
- (D) Officers will have access to his/her Personnel File and to Department Policy and Procedures.
 - (1) Officers shall not be discriminated against in any manner as a result of requesting to view, or obtain copies of, such material.

ARTICLE 12 - GRIEVANCE PROCEDURES

Section 1 – Right to File a Grievance:

- (A) 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.
- (B) All covered employees shall be afforded the full treatment and protection of Federal and State law, statutes, and regulations to include, 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 – Notice of Impending Grievance:

- (A) The Lodge President, or designated representative, to include, but not limited to, the Oklahoma FOP Labor Council, may report an impending grievance to the Chief of Police or appropriate supervisor, in an effort to forestall its occurrence and/or obtain resolution.
 - (1) 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 – Procedural Steps:

- (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.
 - (a) 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.
 - (a) 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.
 - (a) Aggrieved employee(s) 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 Arbitrator remains, which shall be selected as the impartial Arbitrator.
 - (1) The Lodge shall strike the first name.
 - (2) Upon the selection of the Arbitrator, Parties will notify the FMCS.

- (3) 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.
 - (1) The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall be persuasive, but not binding.
 - (2) Any and All documentary evidence and other data deemed relevant by the Arbitrator may be entered into evidence.
 - (3) 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.
 - (4) The hearing will be completed no later than twenty (20) days from the time of commencement.
- (e) Within thirty (30) calendar days of the conclusion of 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.
 - (1) A copy of this decision shall be mailed 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.
 - (1) 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.
 - (2) This shall not preclude individual wage grievances.
- (h) The cost of the impartial arbitrator shall be shared equally between the Lodge and Employer.
 - (1) If a transcript of the proceedings is requested, it shall be the financial responsibility of the requesting party.

Section 4 - Timeline:

- (A) All time limits set forth in this Article, and this Agreement, may be extended by written mutual consent of Employer and the Lodge.
- (B) 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.
 - (1) 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.
- (C) All correspondence between involved persons in this process should be by such delivery system as to ensure verifiable receipt.

- (D) Parties shall work together professionally to ensure the provisions of this Agreement are met.

Section 5 – Binding Arbitration:

- (A) 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.

ARTICLE 13 - LABOR & MANAGEMENT MEETINGS

Section 1 - Meetings:

- (A) Parties agree to meet semi-annually, or when mutually agreed upon, for the purpose of maintaining good labor-management relations.
- (1) The site for such meetings will be mutually agreed upon.
- (2) The Employer and Lodge agree a good, productive working relationship is essential and mutually beneficial.

ARTICLE 14 - LODGE BUSINESS

Section 1 – Professional Leave:

- (A) 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.
- (1) If additional time is needed, members may use their accrued Compensatory leave or PTO.
- (B) The request for professional leave shall be submitted on the standard leave request form, at least three (3) days prior to its use.
- (1) In cases of an emergency, the request may be made orally to the Chief of Police, and later confirmed in writing.
- (2) Such request shall be subject to manpower considerations.
- (C) The Employer agrees to make every reasonable effort to afford Lodge members professional leave for official Fraternal Order of Police business.
- (D) A log showing total professional days used shall be maintained in the Office of the Financial Director.
- (E) Professional leave is separate, and not computed against the employee's accrued PTO or Compensatory leave, nor shall employees be required to work on non-scheduled workdays, to include regularly scheduled days off, as a result of its use.
- (F) 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 – Lodge Meetings:

- (A) Members shall be able to regularly attend Lodge meetings and business within the City of Harrah, while on duty, subject to calls for service.

ARTICLE 15 - BULLETIN BOARDS

Section 1 – Required Placement:

- (A) Employer agrees to allow the Lodge, at minimum, one (1) bulletin board, located in the Officers' area within the Police Department building.
 - (1) The location(s) of such bulletin board(s) shall be mutually agreeable to both Parties.
- (B) 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 2 – Appropriate Materials:

- (A) 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 and professional setting.
 - (1) It shall be the responsibility of the Lodge to ensure the bulletin board(s) are current and properly maintained.
 - (2) The Lodge will ensure the posting of such materials is limited only to the bulletin board(s) provided for the FOP.
- (B) All material posted shall have the approval and signature of the Lodge President, Vice-President, Secretary, Treasurer, Trustee, Sergeant at Arms, or Chaplain.

ARTICLE 16 - SENIORITY & PROBATION

Section 1 – Seniority:

- (A) Definition:
 - (1) As used herein, the term "seniority" shall refer to, and be defined as, the continuous and uninterrupted length of service or employment from the original date of hire as a full-time commissioned Police Officer.
 - (a) Subsequent seniority dates for an employee who is promoted above his/her peers shall commence from the first (1st) day of assignment to each classification.
- (B) Termination of Seniority:
 - (1) Seniority shall terminate, for the purposes of this Agreement, when an employee covered herein voluntarily terminates his/her employment with the City of Harrah for any reason, to include retirement.
- (C) Reinstatement of Seniority:
 - (1) After the effective date of this Agreement, seniority for an employee reinstated shall continue, as uninterrupted from his/her original date of hire, and as applicable, his/her date of classification.
 - (2) For the purposes of this agreement, the term "reinstated" shall refer to an Officer who has returned to duty following a Personnel Reduction, a Leave of Absence, or Administrative Leave.
- (D) Seniority Disputes:
 - (1) In the event two (2), or more, employees share identical seniority based upon his/her original date of hire, seniority shall be determined, in order, as follows:

- (a) Alphabetical order of the employee's surname.
 - (b) Test scores on the hiring and/or promotional written tests, if available and required.
 - (c) Certification levels.
- (2) Standing of employees with identical seniority, after all of the above provisions have been exhausted, will be determined by the Lodge.
- (a) Lodge shall take into consideration any previous Law Enforcement experience, certifications, hours of training completed, and/or date of initial application when making such determination.
- (E) Officers classified as Patrolman and Master Patrolman shall maintain seniority based upon original date of hire as a full-time Police Officer and not date of classification, regardless of step increases obtained.

Section 2 – Probation:

(A) Initial Probationary Period:

- (1) Each employee hired shall be subject to an initial probationary period.
 - (a) An Officer previously employed with the City of Harrah shall be subject to a new Initial Probationary Period, beginning from the most recent date of hire, unless reinstated.
- (2) The initial probationary period for an employee covered by this agreement shall be as follows:
 - (a) Oklahoma CLEET Certified Officers:
 - (1) Probationary period shall commence on the first date of employment with the City of Harrah as a full-time Officer and shall terminate twelve (12) months thereafter; contingent upon the stipulations set forth in this Article.
 - (b) Uncertified Officers / Officers certified in another State or Federal Agency:
 - (1) Probationary period shall commence on the first date of employment with the City of Harrah as a full-time Officer and shall terminate twelve (12) months from the date of his/her Oklahoma CLEET Certification; contingent upon the stipulations set forth in this Article.

(B) Requirements to Complete Initial Probationary Period:

- (1) To successfully complete the initial probationary period, an employee who is Oklahoma CLEET certified at time of employment as a full-time Officer must:
 - (a) 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.
 - (1) No authorized absence as a result of the use of accrued leave, nor the appropriate use of Sick or Injury leave which does not exceed twenty (20) shifts during the probationary period, shall be considered an inability to meet this obligation.
 - (b) Successfully complete his/her FTO Program by demonstrating competency in the ability to carry out his/her assigned duties as a Police Officer for the City of Harrah.
 - (c) Meet all reasonable expectations as set forth by the Chief of Police or designee.
- (2) To successfully complete the initial probationary period, an employee who is not Oklahoma CLEET certified at time of employment as a full-time Officer must:

- (a) 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.
 - (1) No authorized absence as a result of the use of accrued leave, nor the appropriate use of Sick or Injury leave which does not exceed twenty (20) shifts during the probationary period, shall be considered an inability to meet this obligation.
- (b) Successfully complete his/her FTO Program by demonstrating competency in the ability to carry out his/her assigned duties as a Police Officer for the City of Harrah.
- (c) Obtain his/her Oklahoma CLEET certification within one (1) year of employment as a full-time Officer, exigent circumstances notwithstanding.
- (d) Demonstrate competency in the ability to carry out his/her assigned duties as a Police Officer for the City of Harrah.
- (e) Meet all reasonable expectations as set forth by the Chief of Police or designee.

(C) Extension of Initial Probationary Period under Extenuating Circumstances:

- (1) 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
 - (a) These events shall include:
 - (1) Serious Illness or Medical Emergency.
 - (2) Work related injury which prevents the employee from performing normal, or light, duties and tasks as assigned.
 - (3) Military service (as provided by State and Federal Law).
 - (4) The Academy or certification process becomes unavailable during a government shutdown or State of Emergency, as declared by the Governor of this State, or the President of the United States.
 - (5) Any additional situation in which the Chief of Police deems it necessary to do so.
 - (b) Any extension to an employee's probationary period shall serve as an opportunity for the employee to demonstrate his/her fitness for duty and allow the City adequate time to evaluate the employee's progress and shall not be used as a form of disciplinary action.

(D) Administrative Extension of Probation:

- (1) In the event an employee fails to satisfactorily complete his/her initial probationary period under any of the provisions set forth in this Article, as a result of unsatisfactory performance, the employee's service may be terminated.
- (2) 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.
 - (a) This extension shall be referred to as an Administrative Extension of Probation.
 - (b) If at the end of this Administrative Extension of Probation, the employee fails to demonstrate satisfactory performance, his/her employment with the City of Harrah will be terminated.
 - (c) In the event the Chief of Police elects not to initiate an Administrative Extension of Probation, which results in the termination of an employee who fails to satisfactorily complete his/her initial probationary period, the decision will not be subject to the grievance or arbitration clause as set forth in this Agreement.

- (3) Any extension to an employee's probationary period shall serve only as an opportunity for the employee to demonstrate his/her fitness for duty and allow the City adequate time to evaluate the employee's progress.

ARTICLE 17 - CLASSIFICATIONS, PROMOTIONS, & STAFFING

Section 1 – Classifications & Requirements:

(A) Recruit (Uncertified Officer):

- (1) Pay shall be "Recruit - Step 1."
- (2) Must meet the City of Harrah's minimum hiring requirements for Police Officer.
 - (a) Officer must be uncertified.
 - (b) No previous Law Enforcement experience required.
- (3) 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.
- (4) Advancement:
 - (a) An Officer classified as "Recruit I" shall not advance to "Patrolman" classification until the successful completion of his/her initial probationary period.

(B) Patrol I

- (1) Patrolman:
 - (a) Pay shall begin at "Patrol - Step 1," and increase to a maximum of "Patrol - Step 4."
 - (b) Must possess an active Oklahoma CLEET certification.
 - (c) Must have a working knowledge of the policies and procedures of the Harrah Police Department.
 - (d) Must demonstrate competency in the ability to perform the following Basic patrol duties:
 - (1) Conduct initial interviews, lawfully seize evidence or property, and collect all necessary information required to complete incident reports and prepare charge packets.
 - (2) Properly handle, process, and store evidence into property lockers.
 - (3) Work accidents, both minor and major collisions, and render aid until emergency medical personnel arrive.
 - (4) Investigate those incidents, both misdemeanor and felony cases, in which the patrol division is authorized to do so.
 - (5) Recognize and field test potential illicit substances.

(C) Patrol II:

- (1) Master Patrolman:
 - (a) Pay shall begin at "Patrol II - Step 1," and increase to a maximum of "Patrol II - Step 5."

- (b) Must meet all "Patrol" expectations.
- (c) Must be employed by the City of Harrah for a Minimum of three (3) years.
- (d) Must demonstrate a working knowledge of the policies and procedures of the Harrah Police Department.
- (e) Must demonstrate proficiency in the ability to perform all basic Patrol duties with minimal or no assistance from supervision.
- (f) Must be certified to operate the Intoxilyzer 8000 and maintain certification.
- (g) Must be Standard Field Sobriety Test (SFST) certified and proficient in administering test.
- (h) Must be Radar certified.

(D) Sergeant:

- (1) Pay shall begin at "Sergeant - Step 1," and increase to a maximum of "Sergeant – Step 5."
- (2) Must meet all basic requirements of "Patrol II" classification while demonstrating proficiency in the ability to carry out basic patrol duties.
- (3) Must be familiar with the policies and procedures of the Harrah Police Department.
- (4) Must have five (5) or more years of Law Enforcement experience and possess necessary supervisory skills.
- (5) Must have received an overall rating of "above average" during previous performance evaluation.
- (6) Must successfully pass written exam and Oral Review Board consisting of the Lieutenant, Captain or designee as well as a final interview with the Chief of Police.
- (7) Must continue to demonstrate proficiency in all requirements to maintain classification.
- (8) If no Officer meets the minimum qualifications for the position of Sergeant 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.

(E) Lieutenant:

- (1) Pay shall begin at "Lieutenant - Step 1," and increase to a maximum of "Lieutenant – Step 5."
- (2) Must meet all basic requirements of "Sergeant" classification while demonstrating proficiency in the ability to carry out both supervisory and Patrol duties.
- (3) Must hold or obtain within one (1) year of promotion, at minimum, the Intermediate Law Enforcement certification.
- (4) Employed by the City of Harrah as a full-time Officer, classified as "Sergeant" for a minimum of three (3) years.
- (5) Must have received an overall rating of "above average" in previous performance evaluation.
- (6) Must successfully pass written exam and Oral Review Board consisting of the Chief of Police.
- (7) Must continue to demonstrate proficiency in all requirements to maintain classification.
- (8) If no Sergeant 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.

(F) Captain:

- (1) Pay shall begin at "Captain - Step 1," and increase to a maximum of "Captain - Step 5."
- (2) Must meet all basic requirements of "Lieutenant" classification while demonstrating proficiency in the ability to carry out supervisory, administrative, and Patrol duties.
- (3) Must continue to demonstrate proficiency in all requirements to maintain classification.
- (4) If no Lieutenant meets the minimum qualifications for the position of Captain 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.

Section 2 – Advancement/Merit Increases:

- (A) At the beginning of each fiscal year, Officers shall be eligible for advancement to the next highest step in pay scale, or merit increase.
 - (1) An Officer shall not be eligible for such advancement during his/her initial probationary period.
 - (a) This shall not preclude an Officer from receiving his/her appropriate reclassification, and/or step increase, immediately upon completion of his/her initial probationary period.
 - (b) This shall not preclude an Officer from receiving any promotion(s) as determined by the Chief of Police, and subsequent step increase.
- (B) Advancement to next step in pay scale, each fiscal year, shall be contingent upon receiving an acceptable yearly performance evaluation.
 - (1) The Officer must have demonstrated competency in the ability to carry out his/her assigned duties.
 - (a) Failure to maintain acceptable, and reasonable, performance levels may result in the Officer remaining at his/her current pay and classification.
 - (2) Officers who have reached the "cap" in his/her respective classification shall not be eligible for such merit increase until promoted to next classification.

Section 3 - Promotions:

- (A) Promotions shall be subject to a six (6) month promotional probationary period, during which time the promoted employee will be evaluated.
 - (1) At the conclusion of this promotional probationary period, the Officer shall be confirmed in the new position, or returned to his/her previous position at the discretion of the Chief of Police.
 - (2) Any non-confirmation will not be considered an act of discipline.
- (B) For the purposes of this agreement, an Officer who has been promoted shall not be considered a "Probationary Officer" during such promotional probationary period.

ARTICLE 18- PAY SCALE

Section 1- Adoption

(A) The following pay scale is adopted for Fiscal Year 2022-2023

	Step 1	Step 2	Step 3	Step 4	Step 5
Recruit	\$18.82-not Certified \$1,505.60 \$39,145.60	\$19.31- certified \$1,544.80 \$40,164.80			
Patrol I	\$19.76 \$1,580.80 \$41,100.80	\$20.15 \$1,612.00 \$41,912.00	\$20.55 \$1,644.00 \$42,744.00	\$20.96 \$1,676.80 \$43,596.80	
Patrol II	\$21.37 \$1,709.60 \$44,449.60	\$21.81 \$1,744.80 \$45,364.80	\$22.24 \$1,779.20 \$46,259.20	\$22.68 \$1,814.40 \$47,174.40	\$23.13 \$1,850.40 \$48,110.40
Sergeant	\$23.13 \$1,850.40 \$48,110.40	\$23.58 \$1,886.40 \$49,046.40	\$24.06 \$1,924.80 \$50,044.80	\$24.53 \$1,962.40 \$51,022.40	\$25.02 \$2,001.60 \$52,041.60
Lt/Capt.	\$25.02 \$2,001.60 \$52,041.60	\$25.52 \$2,041.60 \$53,081.60	\$26.03 \$2,082.40 \$54,142.40	\$26.55 \$2,124.00 \$55,224.00	\$27.08 \$2,166.40 \$56,326.40

ARTICLE 19 - UNIFORMS & EQUIPMENT

Section 1 - Appearance:

(A) Uniforms will be in accordance with Departmental policy and the sole discretion of the Chief of Police.

Section 2 – Equipment to be Issued:

(A) The following items will be issued to each Officer upon initial hire as follows:

(1) Five (5) sets of uniforms:

- (a) Two (2) short-sleeved uniform tops
- (b) Three (3) long-sleeved uniform tops
- (c) Five (5) pairs of pants
- (d) One (1) uniform necktie
- (e) One (1) set of collar brass
- (f) One (1) name plate (metal)
- (g) Two (2) official Harrah Police Badges (metal)

(2) One (1) pair of duty footwear.

- (a) The design, brand, and style of footwear may be at the discretion of the individual Officer, so long as such footwear is black in color, appropriate for the uniform worn, and does not pose an undue risk to Officer safety.

(1) Cost of such footwear shall not exceed one hundred fifty dollars (\$150.00)

(3) One (1) jacket, light.

(4) One (1) Coat, Heavy.

(5) One (1) full-length raincoat.

(6) One (1) ballistic vest, new:

- (a) Shall be Level II or higher under contemporary NIJ standards.

(7) One (1) canister of OC spray, as approved by the Chief of Police.

- (a) Shall be issued upon successful completion of CLEET training.

(8) One (1) expandable baton, as approved by the Chief of Police.

- (a) Shall be issued upon successful completion of CLEET training.

(B) Officers shall receive four (4) additional sets of uniforms each fiscal year.

(1) Officer may elect to receive other gear or equipment, in lieu of additional uniforms, so long as:

- (a) The requested equipment or gear conforms to Departmental policy or is otherwise approved by the Chief of Police.

- (b) The requested equipment's value is equal to, or less than, the projected cost of such uniforms.
- (C) All Officers shall be expected to maintain one (1) Class "A" Uniform for special occasions.
 - (1) Officers may elect to wear 'six' pocket Class 'A' uniform pants, as approved by the Chief of Police, while dressed in the short-sleeve Class 'A' Summer uniform.
- (D) Officers may elect to wear a nylon and/or Kydex, duty belt, as approved by the Chief of Police, at his/her own expense provided one (1) leather duty belt is maintained to be worn with his/her Class 'A' uniform.
 - (1) If a leather duty belt has not been issued to an Officer, at the Department's expense, the Officer may continue to wear his/her duty belt as worn on patrol with Class "A" uniforms.
- (E) All issued items shall be replaced upon need, as determined by the Chief of Police or designee, due to damage, wear, tear, or loss.
 - (1) Items of duty gear, whether issued to or personally owned by an Officer, which are damaged as a result of use during the Official performance of his/her duties, shall be replaced by specific item as approved by the Chief of Police.
 - (2) The quality, color, manufacture, and vendor of issued items, unless otherwise specified, shall be at the sole discretion of the Employer, so long as the selection of such equipment does not unduly endanger the safety or well-being of Employees.
- (F) The Employer agrees to provide each member with one thousand nine hundred fifty dollars (\$1,950.00) per year for the cleaning and/or maintenance of uniform articles.
 - (1) This sum shall be paid in seventy-five-dollar (\$75.00) increments, per pay period.
- (G) Employer agrees to provide a departmentally owned cell phone to all supervisory personnel covered by this Agreement.
 - (1) The City agrees to pay for such phone and service which is to be used for official business and job related activities.
 - (2) The phone and service plan utilized shall be determined by the City.
 - (a) The City shall pay a maximum of forty-five dollars (\$45.00) per month.
 - (3) The phone shall be subject to the Open Records Act.
 - (4) Employees agree the City shall not pay an Officer's personal phone bill, or any portion thereof.

Section 3 – Personally owned Firearms and Magazines:

- (A) Duty Weapon(s):
 - (1) Officer shall be allowed to carry his/her own personally owned duty weapons in addition to any firearm(s) issued to him/her by the department.
 - (a) Any personally owned firearm must be inspected, and approved, by the Chief of Police, or designee, prior to being carried on duty.
 - (b) Officer must qualify with each weapon he/she intends to carry on duty.
 - (1) Officer must successfully complete a CLEET accredited patrol rifle school prior to carrying any rifle on duty.

- (c) Officer must initially furnish his/her own magazines, holster, and any other equipment needed to carry a personally owned weapon in service, if different from any issued equipment.
 - (d) Officer must furnish any additional ammunition needed to load any personally owned duty weapon carried in service.
 - (1) Ammunition must be approved by the Chief of Police, or designee, prior to being carried in service.
- (B) Magazines:
 - (1) Officers shall be allowed to carry spare magazines and ammunition at his/her own expense.
 - (a) Officers shall be allowed to carry high-capacity magazines which exceed standard issue.
 - (1) Personally owned rifle magazines carried on duty shall not exceed a maximum capacity of one hundred (100) rounds per magazine.
 - (2) Officers shall be allowed to add aftermarket extensions to any personally owned magazine, or purchase factory extended magazines to be carried while on duty.
- (C) Inspection:
 - (1) The Lodge agrees to submit personally owned firearms for inspection, to ensure and maintain proper functionality, once per fiscal year.
 - (a) Such inspection shall be completed by a competent gunsmith or certified armorer, as determined by the Chief of Police, at the Department's expense.

ARTICLE 20 – PERSONAL PROPERTY

Section 1 – Replacement:

- (A) The Employer agrees to repair, or replace, certain personally owned equipment which may be unexpectedly destroyed, or damaged, as a result of a Lodge member's official duties, subject to the remaining sections of this Article.
- (B) The Employer shall only be responsible for the repair(s), or replacement(s), of personal property damaged while member is on-duty or acting under the realm and scope of his/her employment as a Police Officer.
- (C) 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.

Section 2 – Notification of Damaged Property:

- (A) 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:
 - (1) 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, unless otherwise impractical.
 - (2) Lodge member shall be required to provide Employer with a written estimate of repair(s), or replacement(s), of the item(s) damaged.
 - (3) Lodge member shall be required to provide a receipt(s) for the purchase(s) of replacement(s) if, approved by the Employer.

- (4) 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.
- (5) Such replacement(s) must be of a similar type and quality.

Section 3 – Financial Responsibility:

- (A) The maximum amount payable to the employee by the City for any item(s) damaged in a single occurrence shall be:
 - (1) Two hundred dollars (\$200.00) for eyeglasses/contact lenses.
 - (2) Two hundred dollars (\$200.00) for dentures.
 - (3) Two thousand two hundred dollars (\$2,200.00) for personally owned, and approved, duty weapons which shall be applied as follows:
 - (a) Six hundred dollars (\$600.00) for a personal duty handgun.
 - (b) Six hundred dollars (\$600.00) for a personal back-up handgun.
 - (c) One thousand dollars (\$1000.00) for a personal patrol rifle.
 - (4) Two hundred dollars (\$200.00) for wristwatch.
 - (5) Two hundred dollars (\$200.00) for equipment purchased by the Officer.

Section 4 – Right to Repair:

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

Section 5 – Limitation of Liability:

- (A) 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 this Article.
- (B) The Employer shall have no responsibility, or obligation, to repair, or replace, any personal property damaged, or destroyed, as a result of negligence, misconduct, or other actions which occurred outside of official business, or the realm and scope of the member's employment as a Police Officer.

ARTICLE 21 - TAKE HOME UNIT & VEHICLE MAINTENANCE

Section 1 – Take Home Unit:

- (A) Due to the nature of police work and the possibility of emergency callouts, the Employer agrees to allow all Officers living within the approved mileage limitation the use of City owned patrol vehicles (Take Home Unit) for transportation to, and from, work.
 - (1) The approved mileage limitation shall be twenty-five (25) miles, “as the crow flies,” from the nearest City of Harrah boundary.
 - (2) Officers agree to park such vehicle on the Officer’s property, when possible, and not in the street.

- (3) Parties agree an Officer utilizing his/her "take home unit" is subject to immediate call out, or of being "flagged down" in the event of an emergency and must be capable of performing any of his/her duties as an Officer while utilizing a City owned patrol vehicle.
- (B) 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.
 - (1) 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" may be utilized if practical.
- (C) Subject to the limitations set forth in Paragraph 'D' 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 improve upon the image of the City of Harrah.
 - (4) Any store, restaurant, or business within reasonable distance of Officer's expected route, while engaged in the authorized use of a patrol vehicle, so long as the Officer intends to procure food, beverage, or supplies.
 - (5) Any FOP meeting, gathering, function, activity, or other job related task(s).
- (D) If using a City vehicle to travel to any approved location, as set forth in Paragraph 'C' of this Article, while off-duty, the:
 - (1) Officer must have in his/her possession:
 - (a) An approved duty weapon.
 - (b) At minimum one (1) pair of handcuffs.
 - (c) Commission card.
 - (d) Harrah Police Badge.
 - (e) A jacket, coat, vest, hat, or any other article of clothing which may be quickly worn to identify himself/herself as a Police Officer, to other jurisdictions or agencies, in the event of an emergency.
 - (2) Such location must be within Twenty-five (25) miles of the nearest boundary of The City of Harrah.
- (E) Employees agree any personal use of City vehicles, except as set forth in this Agreement, is prohibited.

Section 2 – Vehicle Maintenance:

- (A) Maintenance:
 - (1) The Officer agrees to maintain said patrol vehicle to the best of his/her ability.
 - (a) Such Operational maintenance shall be limited to:
 - (1) Monitoring oil level:

- (a) Adding oil when appropriate.
 - (2) Monitoring tire pressure and tread levels:
 - (a) Adding air when appropriate.
 - (3) Washing / cleaning assigned unit.
 - (4) Reporting any irregularities, malfunctions, wear, or damage as it occurs, or when first observed.
 - (5) Submit work orders for all other maintenance or repairs.
- (B) Financial Responsibility:
- (1) The City agrees to pay for any and all required maintenance or repairs.
- (C) Compensation:
- (1) To the extent possible, all maintenance will be performed while on duty.
 - (a) If any Officer is unable to perform routine maintenance on duty, the officer is to advise a supervisor or vehicle maintenance officer in advance and obtain authorization to perform the work.
 - (b) Officer shall accrue compensatory time equal to any time spent during the actual performance of such required maintenance while off-duty.

ARTICLE 22 - WORK PERIODS, SHIFTS, OVERTIME & SPECIAL DUTIES

Section 1:

- (A) Parties agree the work period established for employees covered under this Agreement shall be consistent with the Fair Labor Standards Act (FLSA).
- (B) For the purpose of this Agreement, the established work period shall be fourteen (14) days; totaling eighty (80) hours per work period.
 - (a) This work period shall begin the first full pay period of July each year.
 - (b) Each work period shall begin at midnight on Sunday and extend fourteen (14) days thereafter.

Section 2:

- (A) Overtime:
 - (1) All employees covered by this Agreement are eligible for overtime compensation.
 - (a) Lodge agrees this compensation may be in the form of compensatory leave or overtime pay.
 - (b) Overtime pay shall be calculated at a rate of one and one half (1 ½) times his/her current rate of pay for all time worked by employee in excess of eighty (80) hours within a standard work period.
 - (c) Compensatory leave shall be calculated at a rate of one and one half (1 ½) times the hours worked in excess of eighty (80) hours within a standard work period.

(d) Leave and Paid Time Off shall not be considered as time (hours) worked within a standard work period.

(1) These hours shall not be used in the calculation of compensatory or overtime hours.

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

(b) Officer shall make every attempt to conclude such activity in a timely manner, or otherwise be relieved by the oncoming shift.

(3) In the event the Department is eligible to apply for, and is awarded, a State or Federal grant which requires overtime, any overtime hours earned under, and funded by, such grant must be compensated by overtime pay.

Section 3:

(A) Off-duty activation:

(1) If an off-duty Officer is called into service or is otherwise instructed to report for an assignment or meeting in which the Officer is required to participate, the employee shall receive overtime compensation for the duration in which his/her presence is mandatory.

(2) Officer shall not receive less than two (2) hours of overtime compensation, per occurrence.

Section 4:

(A) Assignment to Special Duties:

(1) The Chief of Police may assign Officers to "Special Duties" (School Resource Officer, Investigator, K-9 handler, Motorcycle Unit, etc.) and has the right to modify hours of work so long as the employee is allowed to work a minimum of eighty (80) hours per work period.

(a) Such appointments shall be at the sole discretion of the Chief of Police.

(B) Special duties:

(1) Investigations Division:

(a) Officers assigned to the investigations division shall receive an additional five hundred fifty dollars (\$550.00), upon classification, and each fiscal year thereafter, in lieu of the four (4) sets of uniforms provided each year under this Agreement.

(1) Such payment shall be made immediately upon assignment to the investigations division and included in the first full pay period of each fiscal year thereafter.

(2) Officer shall be encouraged to use such payment to supplement his/her wardrobe as to promote a professional appearance when representing the City of Harrah during the official performance of his/her duties.

(a) Provided each item purchased shall be acceptable in a professional setting, the style and color of each shall be at the Officer's discretion, and should include the following items:

(1) Professional polos.

(2) Dress shirts.

(3) Neckties.

(4) Dress slacks.

(5) One (1) pair of dress shoes.

- (b) Officers assigned to the Investigative Division shall receive an increase in pay of twenty-five dollars (\$25.00) per pay period as compensation for the increase in responsibilities while assigned this special duty.
- (c) Officers understand assignment within the Investigations Division is at the sole discretion of the Chief of Police, or Designee, and the removal of an Officer from such duty does not constitute a disciplinary action.
 - (1) Officers removed from such assignment agree he/she will no longer be eligible for such additional compensation while not assigned to the Investigations Division.
 - (2) Officers shall return any special duty-specific equipment issued to him/her while not assigned to the Investigations Division.

(2) Motorcycle Division:

- (a) Upon assignment to the Motorcycle Division, Officers shall be issued the following uniforms and equipment:
 - (1) One (1) pair of motorcycle boots.
 - (2) One (1) leather jacket.
 - (3) One (1) motorcycle helmet.
 - (4) One (1) cold weather face mask.
 - (5) Two (2) pairs of breeches (motorcycle riding pants).
- (b) Officers understand assignment within the Motorcycle Division is at the sole discretion of the Chief of Police, or Designee, and the removal of an Officer from such duty does not constitute a disciplinary action.
 - (1) Officers removed from such assignment agree he/she will no longer be eligible to receive such equipment while not assigned to the Motorcycle Division.
 - (2) Officers shall return any special duty-specific equipment issued to him/her upon termination of assignment.

(3) K9 Handler(s):

- (a) Officers designated as a K9 Handler shall receive seven (7) hours of compensatory time each fourteen (14) day work period, as compensation for the daily care, housing, and maintenance required by the K9 Officer (dog) in compliance with Federal Law.
 - (1) K9 Handler(s) shift may be modified to compensate for such automatic accrual.
- (b) 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.
- (c) Officers understand assignment within the K9 Program is at the sole discretion of the Chief of Police, or Designee, and the removal of an Officer from such duty does not constitute a disciplinary action.
 - (2) Officers shall return any special duty-specific equipment issued to him/her upon termination of assignment.

(4) School Resource Officer:

- (a) During any regularly scheduled shift, throughout the school year, in which school is not in session or is otherwise closed or canceled, School Resource Officers may be allowed to maintain a Patrol schedule consisting of similar working hours and days if so desired.
 - (1) School Resource Officers shall return to regular patrol duties during summer vacation.
 - (2) The Chief of Police may modify such schedule in the event additional manpower is needed to temporarily ensure proper shift coverage.

(5) Field Training Officers (FTO):

- (a) Officers designated as a CLEET certified Field Training Officer shall receive an increase in pay of twenty-five dollars (\$25.00) per pay period as compensation for the increase in liability, and responsibilities, while actively engaged in the assigned training of another Officer.
 - (1) Field training Officers not actively engaged in the assigned training of another Officer Are not eligible for such additional compensation.
- (b) Officers understand assignment as a Field Training Officer is at the sole discretion of the Chief of Police, or Designee, and the removal of an Officer from such duty does not constitute a disciplinary action.
 - (1) Officers removed from such assignment agree he/she will no longer be eligible to receive such additional compensation or equipment while not assigned as a Field Training Officer.

ARTICLE 23 – TRAINING, EDUCATION, & TUITION ASSISTANCE

Section 1 - Enrollment:

- (A) As training is both encouraged and, in some cases mandatory, all Officers are eligible to participate in all required, recommended, and on-the-job training programs available, provided such training will tend to improve the services for which the employee was hired to perform.
- (B) Enrollment in any course in which the Officer must physically attend, while on duty, must have prior authorization from the Chief of Police or designee.
 - (1) The City and Lodge agree well-trained Officers are beneficial to the Department and community as a whole.
 - (2) For the betterment of the Department, all requests for law enforcement applicable training should be granted unless:
 - (a) Officer's absence would create an undue burden on the efficient operations of the Department.
 - (b) The cost of such training is unfeasible due to contemporary budgetary constraints.
 - (3) A copy of said authorization, or denial, of training shall be kept in the records of the Chief of Police or designee.
 - (4) Online courses, such as those made available to Officers through OMAG, do not require prior authorization and may be completed in service, subject to immediate calls for service.
 - (5) Officers agree to provide a copy of any certificate, diploma, etc. to the Chief of Police.
 - (a) A copy of such will be placed in the Officer's employee personnel file.
- (C) An Officer shall have the option, but shall not be required, to work his/her shift immediately before, or immediately after, completing such training, qualification, or certification.

Section 2 – Priority of Training:

- (A) In the event two (2) or more Officers request to attend simultaneous courses of training, and contemporary staffing levels prohibit the attendance of all requesting Officers, priority shall be determined by seniority unless otherwise outlined herein:
 - (1) Officers classified as "Lieutenant" shall receive priority for any required course of training to qualify for "Captain" classification.
 - (2) Officers classified as "Sergeant" shall receive priority for any required course of training to qualify for "Lieutenant" classification.
 - (3) Officers classified as "Patrol II" shall receive priority for any required course of training to qualify for "Sergeant" classification.
 - (4) Officers classified as "Patrol I" shall receive priority for any required course of training to qualify for "Patrol II" classification.
- (B) For the betterment of the Department, all attempts to enroll excluded Officer(s) into the next available course should be made.

Section 3 – Tuition Assistance:

(A) Request for Assistance:

- (1) Tuition assistance for employees will be provided for those who have requested assistance for courses in advance of enrollment.
 - (a) Employee must initiate a claim on a purchase order.
 - (b) Courses must be administered by an accredited college, university, or technical training center.
- (2) To be acceptable for reimbursement of tuition:
 - (a) 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.
 - (b) Course taken may be a prerequisite necessary, or general educational requirement, to obtain a Law Enforcement degree.
 - (c) Course must be completed with a grade of "C" or higher.
 - (1) When a letter grade is not awarded, a "Satisfactory" level is acceptable.
 - (d) Correspondence needed towards a degree must be attached to the individual's request for reimbursement.
 - (e) The request must be approved by the Supervisor and the City Manager and filed in the individual's personnel file.
- (3) Upon successful completion of approved course(s), 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) Reimbursement will be for tuition only and at a rate not to exceed the maximum rate per hour charged by the University of Oklahoma.
- (4) Any employee using the City's funds to obtain a degree, upon obtaining said degree, must sign a statement stating he/she will remain employed with the City of Harrah for an additional year of employment for each year that was paid by the City.
 - (a) If an employee resigns, he/she 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.
 - (b) If the City terminates the employment, the employee is no longer held to signed statement.
 - (c) The City Manager will be responsible for determining from which fund this benefit is budgeted.

- (1) The maximum total annual expenditure per year will be \$5,250 per employee, which shall not be taxed.
- (d) 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 4 – Incentive Pay:

(A) Educational incentives.

- (1) Educational incentive shall be provided to Officers as follows:
 - (a) Officers who possess or obtain an Associate degree from an accredited college or university shall receive an increase in pay of twenty-five (\$25.00) per pay period.
 - (b) Officers who possess or obtain a bachelor's degree from an accredited college or university shall receive an increase in pay of fifty dollars (\$50.00) per pay period.
 - (c) Officers who possess or obtain a master's degree from an accredited college or university shall receive an increase in pay of seventy-five dollars (\$75.00) per pay period.
- (2) A certified copy of a transcript from an accredited college or university conferring the degree must be provided.
- (3) Officer shall only receive such educational incentive for one (1) degree.
 - (a) Incentive shall be based upon Officer's highest degree.

(B) Certification incentives.

- (1) Law Enforcement Officers can achieve three levels of certification:
 - (a) Basic.
 - (b) Intermediate.
 - (c) Advanced.
- (2) Certification incentive shall be provided to Officers as follows:
 - (a) Officers who advance from a Basic Certification to, or possess, an Intermediate Certification shall receive an increase in pay of twenty-five dollars (\$25.00) per pay period.
 - (b) Officers who advance from an Intermediate Certification to, or possess, an Advanced Certification shall receive an increase in pay of fifty dollars (\$50.00) per pay period.
- (3) To receive such Educational and/or Certification Incentives, a written notice containing copies of such certification or transcript must be submitted to the Chief of Police, within thirty (30) business days of the receipt or date of employment as a full-time Officer.
 - (a) Written notice shall be forwarded to the City Manager for approval.

ARTICLE 24 - OFF-DUTY EMPLOYMENT

Section 1:

- (A) Off-duty employment utilizing an Officer's commission card and/or City property must have written prior approval of the Chief of Police and City Manager.
 - (1) Section 2 of this Article shall serve as such "Off-Duty Employment Authorization" form.
 - (2) Employees agree not to jeopardize service to the City of Harrah's citizens in seeking any outside or off-duty employment opportunities.
 - (3) Workers' compensation will be provided by the "off-duty employer" or an off-duty security license will be obtained by the employee.
- (B) Employees are not authorized to use City vehicles, nor wear uniforms or any clothing identifying him/her as an Officer for the City of Harrah, while engaged in off-duty employment outside of the City of Harrah.
 - (1) The Employer agrees any officer issued a "take home" patrol vehicle may use said unit for "security" type, off-duty employment within City Limits of Harrah.
 - (2) However, this will not include providing security at any marijuana facility or for the transportation of funds derived from the production or sale of marijuana.
- (C) Any changes to the Officer's "off-duty" employment will be reported immediately to the Chief of Police.
 - (1) A new "Off Duty Employment Authorization Form" must be completed annually on July 1, and each time off-duty employment changes.

Section 2:

CITY OF HARRAH
OFF-DUTY EMPLOYMENT
AUTHORIZATION FORM

I, _____, respectfully request authorization to engage in off-duty employment, utilizing my commission for the City of Harrah and/or City property, for the following business/entity:

Name

Address

City

State

Zip

Phone Number

Type of work to be performed: _____

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

Off-duty employer ☐ WILL ☐ WILL NOT furnish Workman's Compensation Insurance.

City owned vehicle ☐ WILL ☐ WILL NOT be utilized.

I, _____, understand 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 may be revoked.

Signed: _____ Date: _____
Employee Requesting Authorization

Authorization: Approved / Denied

Signed: _____ Date: _____
Chief of Police

Authorization: Approved / Denied

Signed: _____ Date: _____ City
Manager

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

ARTICLE 25 - COURT & JURY DUTY

Section 1 – Mandatory Service:

- (A) An Officer who is subpoenaed to testify in a case involving Federal, State, or Municipal Courts, or an administrative agency as a direct result of his/her official capacity as an Officer of this State, shall be paid at his/her regular rate of pay for any time spent in court, or preparation thereof, on date(s) of testimony.
 - (1) An Officer who is placed “on-call” to provide such testimony, and is required to remain on the Employer’s premises, at his/her home, or other specific location to await such call to service while off-duty, is deemed unable to use such time effectively for his/her own purposes and shall be considered to be working during such duration until Officer is released by the court, or 17:00 hours each day; whichever may come first.
 - (a) Officer shall remain in contact with the Court on the day of trial/hearing to ensure he/she is still commanded to be “on-call.”
 - (1) Officers agree to periodically check the status of his/her case to ensure an expeditious release of his/her testimony is no longer required.
 - (b) Officer agrees he/she shall remain ready to respond appropriately if called to service.
- (B) Officers appearing in court, or placed on call, shall not receive less than two (2) hours of compensation per occurrence.
- (C) An Officer who is subpoenaed to testify in a case involving Federal, State, or Municipal Courts, or administrative agencies of this State, concerning matters that are personal in nature, and not official City of Harrah police matters, shall be allowed time off utilizing his/her accrued leave with prior notification and approval of the City Manager or designee.

Section 2 – Traffic Depositions:

- (A) An Officer who is called to serve as an expert witness during traffic depositions, shall not be required to remit any payment(s), made to Officer for such testimony, to the City of Harrah.
 - (1) Officers who receive such payment are not to be compensated by the City of Harrah for time spent giving such paid deposition.

Section 3 – Jury Duty:

- (A) An officer serving on jury duty shall be paid his/her normal rate of pay for all time spent in such service and shall not be charged any of his/her accrued paid time off.
 - (1) The Officer shall remit, to the City of Harrah, any payment(s) made to him/her by the Courts for such jury duty service.
- (B) 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 26 – MEALS, BREAKS, & PER DIEM

Section 1 - Breaks:

- (A) Employees shall be allowed one (1) hour for lunch each shift, provided operational requirements permit.
 - (1) Every effort shall be made to allow employees a reasonable lunch period each shift.
 - (2) Officers scheduled to work a twelve (12) hour shift may take two (2) additional “coffee” breaks.
 - (a) Such “coffee” breaks shall not exceed fifteen (15) minutes each.
 - (b) Such “coffee” breaks must be taken separately from Officer’s meal break.
 - (3) Due to the limited number of places to eat within the City of Harrah, the Employer agrees to allow Officers to eat within five (5) miles, “as the crow flies,” of the nearest City of Harrah boundary.
 - (a) All Officers agree any call for service must be answered in a timely manner.
 - (b) All emergency calls must be answered immediately.

Section 2 – Per Diem & Reimbursement:

- (A) The Employer agrees to reimburse, in full, Officers for all meals and lodging while he/she is engaged in official duties, as defined herein, while representing the Department while outside the City of Harrah.
 - (1) Such instances shall include:
 - (a) Court appearance(s).
 - (b) Training/Seminar(s).
 - (c) Certification courses(s).
 - (2) Reimbursement for meals shall not exceed fifty dollars (\$50.00) per day, per employee.
 - (3) Reimbursement for lodging shall not exceed one hundred dollars fifty dollars (\$150.00) per day, per employee, unless otherwise approved by the City Manager.
 - (a) Members agree the City is not responsible for lodging unless such Court Appearance, Training, Seminar, Certification, or approved special duty requires the Officer to attend two (2) or more consecutive days, and the location of such is fifty (50) miles or more from the nearest boundary of the City of Harrah.
- (B) Employees shall be required to submit proof of expenditure prior to reimbursement.
 - (1) Officer shall submit receipt of purchase or planned expense to be eligible for reimbursement.
 - (a) City may pay in advance if a request is properly submitted prior to the event.
- (C) All reimbursements shall be separate from the employee’s regular pay and shall be issued once listed and approved on the claims list.

ARTICLE 27 - HEALTH & LIFE INSURANCE

Section 1 - Premiums:

- (A) Parties agree 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) City shall pay all premiums to cover employee for medical & dental insurance.
 - (2) City shall pay seventy-five percent (75%) of all premiums for dependents' medical & dental insurance.
- (B) City agrees to leave this "as is," subject to changes to Health Care Reform laws.

Section 2 – Life Insurance:

- (A) The City will continue to provide a basic life insurance policy to Officers at no expense to the Employee.
- (B) The City will offer additional life insurance, and other offers, at the employee's expense.

Section 3 – Vaccine Mandates:

- (A) No Officer shall receive any reduction in health, or other, benefits as a result of his/her refusal or inability to receive any vaccine unless otherwise determined by Supreme Court Decision.

ARTICLE 28 - FAMILY MEDICAL LEAVE ACT

Section 1 - Application:

- (A) 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 - Definitions:

- (A) Child:
 - (1) 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.
- (B) Parent:
 - (1) A biological parent of the employee, or an individual who stood in place of the employee's biological parent.
- (C) Qualifying Exigency:
 - (1) One (1) or more of the following:
 - (a) Up to seven (7) calendar days for short term notice deployment.
 - (b) Military events 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.
- (D) Spouse:
 - (1) Husband or wife
- (E) Serious illness:
 - (1) 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 - Reasons for leave:

- (A) 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:
 - (1) The birth of the employee's child, and in order to care of the child.
 - (2) The placement of a child with the employee by adoption or foster care.
 - (3) To care for the employee's spouse, child, or parent who has a serious health condition.
 - (4) A serious health condition which renders the employee incapable of performing the functions of his/her job.
 - (5) Due to qualifying exigency which arises from a service member of the Reserves, National Guard, or certain retired 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.

Section 4 – Dual Employment of Spouses:

- (A) If both spouses work for the City of Harrah:
 - (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.
 - (a) This section does not apply to the employee's own illness, or the serious illness of a child. In those situations, both employees are entitled to a total of twelve (12) weeks leave.

Section 5 – Birth/Placement of Child:

- (A) 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.

- (1) The City is not required to grant intermittent leave in these circumstances although it may do so on a case-by-case basis.

Section 6 – Notice of Leave:

- (A) 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.
 - (1) If leave is to begin within thirty (30) days, an employee must give notice to the Human Resource Director as soon as the necessity for the leave arises.
 - (2) 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.
 - (a) 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.
 - (3) 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.
 - (4) The completed application must be submitted to the Human Resources Director, via the City Clerk, for approval.

Section 7 – Medical Certification of Leave:

- (A) Application for leave, based on the 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 the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.
 - (1) 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.
 - (2) 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.
- (B) If leave is needed to care for a spouse, child, or parent of the employee, the certification must state an estimated length of time the employee will need to be absent from work.
 - (1) If the employee has a serious health condition, the certification must state the employee cannot perform the functions of his/her job.
 - (a) The City may require subsequent re-certification on a reasonable basis.
 - (2) The City may request a second opinion, at the City's expense.
 - (a) 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.
 - (1) 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.

Section 8 – Paid/Unpaid Leave:

- (A) The employee must first use accrued, but unused, leave as part of the twelve (12) week period.
 - (1) The order of usage (accrued vacation, holiday, 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.
 - (2) 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.
 - (3) 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.

Section 9 – Benefits Coverage during Leave:

- (A) 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.
 - (1) To continue health coverage, the employee must continue to make any contribution which he/she was making to the plan prior to taking leave.
- (B) 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.
- (C) 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.
- (D) An employee who takes family or medical leave will not lose any seniority, or employment benefits accrued before the date leave began.

Section 10 – Return from Leave:

- (A) 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.
 - (1) 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 his/her planned return.
 - (2) 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.
- (B) Upon returning to work, an employee shall be restored to his/her old position, or to a position with equivalent pay, benefits, and other terms and conditions of employment.
 - (1) The City cannot guarantee an employee will be returned to his/her original position.

Section 11 – Failure to Return from Leave:

- (A) 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.
 - (1) 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.
 - (2) The request must be accompanied by a physician's statement as to the necessity for continued leave.
 - (3) 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.

- (4) The extension must be approved by the City Manager or designee.

Section 12 – Military Caregiver Leave:

- (A) 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.
- (1) For the purpose of this section of the policy, the following definitions apply:
- (a) Covered service member:
- (1) 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 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:
- (1) 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.
- (B) The City may require certification the employee is needed to care for such seriously ill or injured service member.
- (1) The certification may be completed by the Department of Defense health care provided, a Veterans Affairs health care provider, or a Department of Defense non-network TRICARE authorized private health care provider.
- (2) The burden is on the employee to provide certification, upon request, and failure to do so may result in denial of leave.

ARTICLE 29 - INJURY & SICK LEAVE

Section 1 – Injury Leave:

- (A) The Employer and Lodge agree any injury leave will follow the provisions of applicable State, and Federal, law as amended from time to time.
- (B) Reporting injuries and/or exposures:
- (1) Employee shall report any on-the-job injury, or exposure to potentially harmful substances, as soon as possible to his/her Supervisor, Department Head, or Human Resources Manager regardless of severity or extent.
- (a) Failure to immediately report such injury or exposure, 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 be 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.

(C) Returning to duty:

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

(D) Light duty:

- (1) In cases of extended illness, or injury, Officers may be allowed to return to work on a "Light Duty" status within the limitations set forth by his/her attending physician.
 - (a) Officer shall return to work at his/her normal rate of pay.
- (2) Officers may be utilized in any area within the Police Department with the following exceptions:
 - (a) Any Area in which physical contact with criminals may be required.
 - (b) Janitorial duties.
- (3) Officers may be assigned such duties such as:
 - (a) Submitting or completing charge packets, or other report related details.
 - (b) Obtaining criminal history reports, or other documents from Dispatch or other agencies.
 - (c) Assisting in the Records Department or Property Room.
 - (d) Any other assignment in which the Officer can be reasonably expected to perform, as determined by Chief of Police, and in compliance with the limitations set forth by his/her attending physician.
- (4) The period of light duty will be limited to one hundred eighty (180) days per occurrence.

(E) 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) If an accommodation is not possible without an undue hardship to the City, the employee's services may be separated.

(F) 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.

(G) 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.

Section 2:

(A) Sick leave:

(1) Accrual and use:

- (a) The Employer agrees all Lodge members shall accrue four (4) hours of sick leave per pay period, beginning the first day of employment.

- (1) Sick leave shall not be available for use within the first six (6) months of employment.
- (b) Sick leave need not be used within a specific duration and may be accumulated up to a maximum of eight hundred (800) hours at the end of the fiscal year.
- (c) Sick leave will not be utilized unless the employee has accumulated said leave.
- (d) Sick leave with pay shall be granted for the following reasons:
 - (1) Personal illness or physical incapacity.
 - (2) Enforced quarantine of the employee in accordance with health regulations.
 - (3) 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.
 - (4) Scheduled or emergency doctor appointments and/or medical procedures.
- (2) Notice of absence:
 - (a) Employees absent from work because of illness, or other approved sick leave use, must notify the Chief of Police, or designee, prior to the start of the actual work period.
 - (1) Officer must provide a minimum of two (2) hours advanced notice except in cases of emergency or where such advanced notice is impractical.
- (3) Sick leave donation:
 - (a) 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.
 - (1) Such donations may only be made after the recipient has exhausted his/her own vacation, holiday, and/or sick leave and compensatory time.
 - (2) Final approval must be granted in writing by the City Manager.
 - (3) No employee shall be allowed to donate so much leave as to reduce his/her own accrued sick leave to one hundred (100) hours or less.
- (4) Extended absence:
 - (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.
 - (1) Employee must submit such physician's written statement every subsequent thirty (30) day period of such absence, which confirms the employee's continued inability to perform his/her normal duties.
- (5) Proof status:
 - (a) 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.

- (a) Frequent sick leave usage shall be 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.
 - (c) While on "proof status," Any sick leave occurrence not accompanied by a physician's written statement will automatically extend the period by an additional three (3) months.
 - (1) Officer may be subject to disciplinary action for sick leave abuse if unable to provide physician's written statement.
 - (d) The City shall advise the employee, and designated FOP representative if applicable, of being placed on such status, or any extension thereof.
- (6) Physician's written statement:
 - (a) 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:
 - (1) The employee cannot, or should not, engage in work related activities.
 - (2) The basic nature of the employee's illness and/or injury.
 - (3) 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.
- (7) An employee leaving employment with the City under any circumstances will not be paid for any accrued but unused sick leave.

ARTICLE 30 – COMPENSATORY, VACATION, & HOLIDAY LEAVE

Section 1 – Compensatory Leave:

- (A) Accrual and use:
 - (1) Compensatory time shall be accrued as compensation for all overtime hours worked, until such time an Officer has accrued the maximum amount of compensatory leave allowable under this Article.
 - (a) An employee may elect to receive overtime pay in lieu of compensatory time for up to twelve (12) hours of overtime worked, per quarter, of each fiscal year.
 - (2) Accrued compensatory leave may be scheduled incrementally but shall not exceed eighty (80) hours per request without approval.
- (B) Maximum accrual limit:
 - (1) The maximum amount of compensatory time, which an employee may accrue at any one time, shall be two hundred forty (240) hours.
 - (a) An employee who currently has in excess of this amount shall be allowed to retain such hours but shall be expected to use all excess time as soon as is practical.
 - (b) Employees having accrued the maximum compensatory leave allowable under this agreement shall stop accruing compensatory time, and instead, shall receive overtime pay for any additional time worked in compliance with State and Federal law.

(C) Payment upon separation of employment:

- (1) Upon termination of employment, Employee shall receive payment for all unused compensatory time at his/her rate of pay at the time of separation.

Section 2 – Holiday Leave:

(A) Recognized Holidays:

- (1) The following days are set, and approved, by the City Council as holidays for employees of the City of Harrah:

- (a) New Year's Day
- (b) MLK JR's Birthday
- (c) Presidents' Day
- (d) Good Friday
- (e) Memorial Day
- (f) Independence Day
- (g) Juneteenth
- (h) Labor Day
- (i) Columbus Day
- (j) Veteran's Day
- (k) Thanksgiving Day
- (l) Day after Thanksgiving
- (m) Christmas Eve
- (n) Christmas Day

(B) Compensation:

- (1) Employer shall see to it all bargaining unit members accrue a minimum of eight (8) hours of holiday leave for each of the above City Council approved holidays.
 - (a) The Employer agrees to compensate those bargaining unit members who must physically work on the city observed holiday at a rate of one and one half (1 ½) times the hours actually worked.
 - (1) Holiday leave shall be accrued if the employee is required to work the observed holiday, or if the observed holiday occurs on the employee's regular day(s) off.
 - (2) Holiday leave shall be taken on a day which is mutually agreeable between the employee and the Department Head at a later time.

(C) Payment upon separation of employment:

- (1) Upon termination of employment, Employees shall receive payment for all unused Holiday Leave at his/her rate of pay at the time of separation.

Section 3 – Vacation Leave:

(A) Accrual & Use:

- (1) 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.
 - (a) Accrual of annual leave is computed from the anniversary date of employment.
 - (b) Annual leave accrues at the following rate:
 - (1) 0 - 5 years (0 - 71 month) = 3.25 hours per pay period/84.5 hours per year.
 - (2) 6 - 10 years (72 - 131 months) = 3.75 hours per pay period/97.5 hours per year.
 - (3) 11+ years (132+ months) = 4.75 hours per pay period/123.5 hours per year.
- (2) Vacation leave shall begin to accrue the first (1st) day of employment.
 - (a) Use of Vacation leave shall not be available to be used by an Officer within the first (1st) six (6) months of employment.
- (3) Vacation leave is to be taken in the year in which it is accrued.
 - (a) 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.
 - (b) The employee shall carry over additional hours with the written approval of the Chief of Police and the City Manager.
 - (c) 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.
- (4) Employees may take only the amount of leave time which has been accrued.
 - (a) Under normal circumstances, unearned annual leave may not be advanced to employees.
 - (b) 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.
 - (c) 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.
 - (d) Accrued vacation leave may be scheduled incrementally with a minimum of two (2) hours each, but not to exceed eighty (80) hours.
 - (1) Requests for scheduling of vacation leave in excess of eighty (80) hours will require approval of the Department Heads.

(B) Buy-back allowance:

- (1) 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.

(C) Payment upon separation of employment:

- (1) Upon termination of employment, Employees shall receive payment for all unused Vacation Leave at his/her rate of pay at the time of separation.

Section 4 – General Leave Provisions:

(A) Scheduling:

- (1) Supervisors shall be responsible for ensuring proper coverage of any shift(s) which an Officer has requested to be off.
 - (a) Supervisors may “flex” an Officer’s schedule to accommodate a leave request.
 - (b) Officers may request another to cover his/her shift, or volunteer to cover the shift of another.
 - (1) City agrees full-time Officers willing to extend, or modify, his/her scheduled work period to cover such shift(s) shall take precedence over utilization of Reserve division.
 - (2) If no full-time, or part-time, Officer is available to maintain shift coverage, the Reserve division may be utilized.
 - (c) Extended or modified schedules which require an Officer to accrue compensatory time to cover such shift(s) shall NOT constitute a valid reason to deny an Officer’s leave request.

(B) Denial & Approval of Leave:

- (1) In no case shall the Employer deny the request of an Employee to use any such accrued leave if:
 - (a) The leave request is submitted thirty (30) days, or more, prior to the intended date(s) of absence.
 - (b) No mandatory training has been previously scheduled during such intended absence(s).
 - (c) No other Officer has requested the same time off.
 - (1) Seniority shall be used to determine which Officer is granted leave should two (2) or more members request the same time off.
- (2) Request(s) for leave submitted less than thirty (30) days prior to the intended date(s) of absence shall be approved, or denied, at the discretion of the Chief of Police, or designee.
- (3) Request(s) for leave submitted shall be approved, or denied, within three (3) business days of receipt.
- (4) All leave requests, whether approved or denied, shall be returned to the requesting Officer within three (3) business days, exigent circumstances notwithstanding.
 - (a) Leave requests which have been denied shall specify the reason(s).
- (5) The Employer shall make a good faith effort to grant all employee requests to use accrued leave so long as his/her absence will not pose an undue burden on the operations of the Department, and no mandatory training has been scheduled.
- (6) Overtime compensation shall not be the sole determining factor for denial of any leave request.
- (7) Officer may use various types of leave conjointly in a single leave request.

- (8) If a previously approved leave request is rescinded due to unforeseen or emergency circumstances, and the Officer has not begun his/her leave, or is immediately able to return for duty, the City shall reimburse the Officer, in full, for any financial loss he/she may receive as a result, including, but not limited to:
 - (a) Fuel and/or transportation costs
 - (b) Cancellation fees.
 - (c) Non-refundable deposits, payments, tickets, or reservations.
- (9) Officer shall provide documentation detailing each cost accrued as a result of such rescinded leave prior to reimbursement.
 - (a) After receiving such documentation, reimbursement(s) shall be made upon the next full pay period.
- (10) If a previously approved leave request is rescinded after the Officer's leave has begun, and it is unfeasible for him/her to immediately return for duty, the Officer shall return as soon as possible and shall not be subject to disciplinary action for any shifts/hours missed.
 - (a) The City shall reimburse the Officer, in full, for any financial loss the Officer may receive as a result.
- (11) Officers shall not be restricted in the use of vacation, compensatory, or holiday leave based on the amount of previously taken leave, so long as the leave requested has been accrued by the date of request or will be accrued by the date of intended absence.
- (12) Officers shall be allowed, with prior approval, to swap shifts to avoid using leave.
- (C) Donation of Leave:
 - (1) Any employee who has accrued more than forty (40) hours of vacation, comp or holiday leave may donate up to (1/2) of all accrued vacation, comp, or holiday leave to any other employee who has sustained a prolonged illness, or injury, and who has exhausted all of his/her own accrued sick, vacation, comp, holiday leave.

ARTICLE 31 - OTHER LEAVE PROVISIONS

Section 1 – Military Leave of Absence and Restoration of Position:

- (A) A full-time employee who is a member of the reserve component of any branch of the Armed Forces, and who is either ordered to active duty or is required to attend annual training tours of duty is entitled to the benefits pursuant to all applicable State and Federal laws.
- (B) An employee returning from military leave is entitled re-employment to his/her former position in accordance with State and Federal laws.
- (C) 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 be requested by regular full-time employees following one (1) full year of service.
 - (1) Exceptions to the time in service requirement may be made at the discretion of the City Manager in unusual circumstances.
 - (2) The leave request must be submitted, in writing, to the Human Resources Director for consideration by the City Manager stating:

- (a) The reason for the request.
 - (b) The approximate time off requested.
- (B) Leave of absence must not interfere with the normal Departmental operations.
- (C) Any leave of absence shall not exceed six (6) months.
 - (1) An extension of leave time may be requested due to an emergency or extenuation circumstance.
- (D) Benefits will not accrue during this period.
 - (1) 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:

- (A) 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.
- (B) The employee must request time off to vote at least one (1) day prior to election.

Section 4 – Absence without Leave:

- (A) Absence without leave shall be defined as any absence of an employee from duty without specific authorization.
- (B) 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:

- (A) Emergency situations notwithstanding, 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.
- (B) The employee's separation will be reported as a resignation by abandonment of position.

Section 6 – Civil Leave:

- (A) 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.
 - (1) This shall not apply to testimony in non-City related business.
 - (2) Any compensation paid by the court to the employee for such duty, who has been granted time off with pay, is to be deposited to the General Fund of the City.
 - (3) If an employee is involved in a personal court action, he/she may be granted leave to attend such business.
 - (a) Time off will be charged to vacation leave or compensatory time, and thereafter, shall be leave without pay.

Section 7 – Bereavement Leave:

- (A) An employee may be granted up to three (3) days of paid bereavement leave per year.
 - (1) Such leave will be allowed for an employee to:
 - (a) Attend the funeral or make arrangements thereof.

- (b) Perform related activities involving immediate family members as defined below (to include Step, Half, foster relationships):
 - (1) Spouse.
 - (2) Children / Grandchildren.
 - (3) Parents / Grandparents
 - (4) Siblings.
- (c) Bereavement leave may also be used by an employee for situations involving a spouse's immediate family.

ARTICLE 32 – AWARDS, BONUSES, & COMMENDATIONS

Section 1 – Awards & Medals:

- (A) Awards & medals.
 - (1) Officers may adorn his/her Class “A” uniform with generally recognized Law Enforcement medal(s), pins, or commendations which have been duly awarded for his/her actions, or service rendered, whether issued by the City of Harrah or another Agency.
 - (2) Each award, and placement, must be approved by the Chief of Police prior to being worn in service.
 - (a) Officer may, at the discretion of the Chief of Police, be required to provide confirmation of any such commendation(s) awarded by another Agency.

Section 2 - Bonuses:

- (A) Merit Bonus:
 - (1) The city shall provide a Merit Bonus, at the beginning of each fiscal year, to Employees who demonstrate Competency in the ability to carry out his/her duties as an Officer for the City of Harrah.
 - (a) A yearly performance evaluation shall be conducted July 1st of each year, or as soon as is practical thereafter.
 - (1) Employees who receive a “3.0-3.49” rating during this performance evaluation shall receive A merit bonus of five hundred dollars (\$500.00).
 - (2) Employees who receive a “3.50” or greater during this performance evaluation shall receive A merit bonus of one thousand dollars (\$1000.00).
 - (b) Officers who have not been employed with the City of Harrah for, at minimum, one (1) year at time of such yearly performance evaluation shall receive a bonus, as specified above, upon the anniversary of his/her date of hire.
 - (c) Nothing in this section shall be interpreted to mean an Officer is eligible to receive more than one (1) Merit bonus each fiscal year.

ARTICLE 33 - POLICE PENSION & RETIREMENT

Section 1:

- (A) The City and Lodge agree the City of Harrah is a participant in the Oklahoma Police Pension, which shall be the retirement system in effect for the Bargaining Unit Members of the Lodge and shall be done in accordance with Oklahoma State Law regulating the Oklahoma Police Pension.

ARTICLE 34 - BODY ART & RELIGIOUS ACCOMMODATION

Section 1:

- (A) As both sworn and non-sworn Patrol personnel are highly visible representatives of the agency, members shall be professional in their appearance while serving in uniform and non-uniform positions.
- (B) 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 Agreement, body art shall mean:
 - (a) Tattoos.
 - (b) Piercings.
 - (c) Brands.
 - (d) Intentional Body Mutilations.
 - (e) Ornamentation.
 - (f) Intentional Scarring.
- (C) 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.
- (D) 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) Officer may be required to purchase, and wear, a skin-tone cover sleeve if his/her body art is determined to be non-conforming.

- (E) Nothing in this policy is to be construed as prohibiting future body art as necessitated by deformity, injury, medical, or dental needs.
- (F) 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) 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.
 - (c) Copies of completed review forms shall be placed in the Officer's personnel file.
 - (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.
- (G) Violations of this Section may be grounds for discipline including termination.

Section 2:

- (A) The religious beliefs and needs of department members should be reasonably accommodated.
- (B) Requests for religious accommodation should generally be granted unless there is a compelling security or safety concern, and denying the request is the least restrictive means available to ensure such security or safety.
 - (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.
 - (2) The Chief of Police should be advised any time a request for religious accommodation is denied.

SECTION 3:

HARRAH POLICE DEPARTMENT
BODY ART MODIFICATION REVIEW FORM

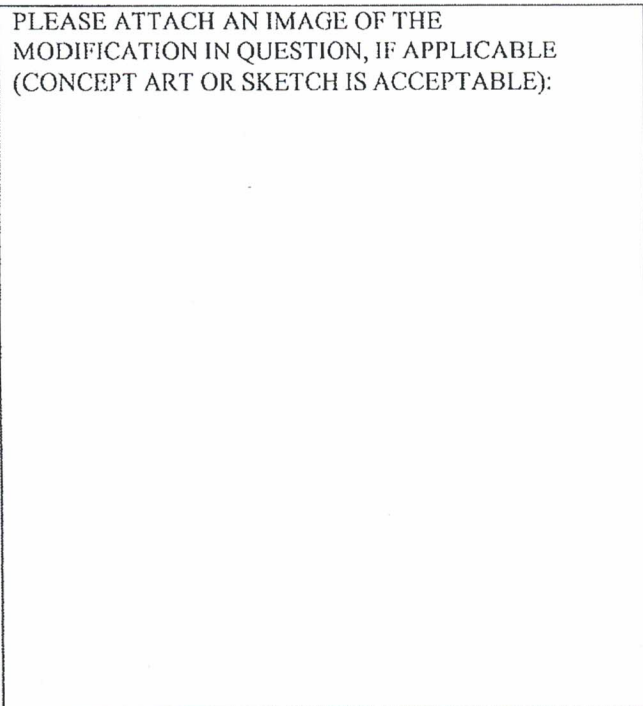
TO BE COMPLETED ONLY IF INTENDED MODIFICATION MAY BE READILY VISIBLE WHILE WEARING ANY AUTHORIZED UNIFORM OR ATTIRE:

OFFICER: _____ DATE OF REVIEW: _____

DO YOU FEEL SUCH MODIFICATION WILL CONFORM TO POLICY STANDARDS? ☐ YES ☐ NO

PLEASE PROVIDE A BRIEF DESCRIPTION OF THE INTENDED MODIFICATION; INCLUDE ANY TEXT OR IMAGES WHICH MAY APPEAR, AND THE LOCATION IN WHICH THE MODIFICATION WILL BE MADE.

PLEASE ATTACH AN IMAGE OF THE MODIFICATION IN QUESTION, IF APPLICABLE (CONCEPT ART OR SKETCH IS ACCEPTABLE):



TO BE COMPLETED BY THE CHIEF OF POLICE:

THE APPLICATION HAS BEEN REVIEWED AND THE AFOREMENTIONED MODIFICATION HAS BEEN FOUND TO BE:

- ☐ **AUTHORIZED** – THE BODY ART IN QUESTION, AS DESCRIBED, HAS BEEN FOUND TO CONFORM TO POLICY STANDARDS; EMPLOYEE SHALL NOT BE REQUIRED TO COVER SUCH BODY ART DURING THE PERFORMANCE OF HIS/HER DUTIES.
- ☐ **UNAUTHORIZED** – THE BODY ART IN QUESTION, AS DESCRIBED, HAS BEEN FOUND TO BE IN DIRECT VIOLATION OF POLICY STANDARDS; EMPLOYEE SHALL BE REQUIRED TO COVER SUCH BODY ART DURING THE PERFORMANCE OF HIS/HER DUTIES. INTENTIONAL DISPLAY OF SUCH ART MAY BE GROUNDS FOR DISCIPLINARY ACTION.

IF UNAUTHORIZED: BODY ART MODIFICATION VIOLATES POLICY STANDARDS FOR THE FOLLOWING REASON(S):

AND SHALL REMAIN COVERED DURING THE PERFORMANCE OF HIS/HER DUTIES.

CHIEF OF POLICE

DATE

OFFICER

DATE

A COPY OF THIS FORM WILL BE PLACED IN EMPLOYEE'S PERSONNEL FILE. PLEASE RETAIN A COPY FOR YOUR RECORDS.

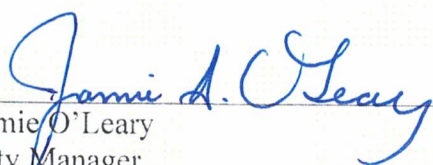
ARTICLE 35 - FULL & FINAL AGREEMENT

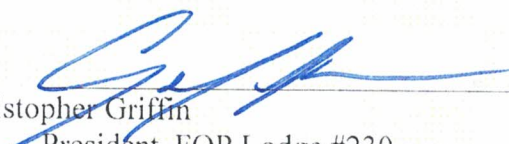
Section 1:

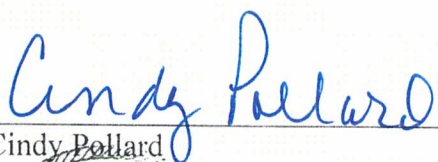
- (A) The Employer and the Lodge concur that this Agreement is intended to cover any and all matters affecting wages, hours and all other terms and conditions of employment, to include but not limited to similar or related subjects.
- (B) During the term of this Agreement, neither the Employer nor the 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 the police department, 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).
- (C) All modifications to this Agreement must be made in writing and signed by the Parties before such modification shall become effective.
- (D) Oral agreements, modifications or statements, whether made prior, contemporaneously, or subsequent to the execution of this Agreement, shall be utterly without force and effect.


RATIFICATION

IN WITNESS THEREOF, THE PARTIES hereto set their hands in confirmation of this Collective Bargaining Agreement for Fiscal Year 2022-2023, on this 16th day of February, 2023.


Jamie O'Leary
City Manager


Christopher Griffin
President, FOP Lodge #230



Cindy Pollard
City Clerk


Michael Palmer
Secretary, FOP Lodge #230



Approved by City Council on February 2, 2023.

Seal:


Danny Trent
Mayor, City of Harrah