
**COLLECTIVE
BARGAINING
AGREEMENT**

**Fiscal Year
2018-2019**

BETWEEN

THE CITY OF OKLAHOMA CITY

and

**THE
FRATERNAL ORDER OF POLICE
LODGE 123**

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AGREEMENT BETWEEN
THE CITY OF OKLAHOMA CITY
AND
THE FRATERNAL ORDER OF POLICE, LODGE 123

ARTICLE 1

PURPOSE OF AGREEMENT

Section 1.1 This Agreement, entered into by the City of Oklahoma City, Employer, and The Fraternal Order of Police, Lodge 123, (FOP) as the Collective Bargaining Agent, pursuant to Title 11, Oklahoma Statute Section 51-101 et seq., as amended, is made to:

- (a) Establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented officers of the Oklahoma City Police Department;
- (b) Provide for quality law enforcement and policing services throughout Employer’s boundaries on an uninterrupted basis for the benefit of the citizens of Oklahoma City;
- (c) Assist in the amicable adjustment of labor disputes.

ARTICLE 2

RECOGNITION

Section 2.1 The City Of Oklahoma City, hereinafter referred to as Employer, recognizes the Fraternal Order of Police, Lodge 123, hereinafter referred to as FOP, as the exclusive bargaining agent during the term of this Agreement. All commissioned officers, hereinafter referred to as “employees”, as listed in Addendum A of this contract, shall be covered by this contract.

Section 2.2 (a) Police recruits who have not completed the police training academy are not covered by this contract except as specifically hereinafter provided in subsection (c).

- (b) Police recruits who have not completed the police training academy cannot avail themselves of the grievance procedure set forth herein in Article 8.
- (c) The FOP shall have the right to bargain on behalf of recruits who have not completed the police training academy regarding the single issue of entry level pay.

Section 2.3 All commissioned officers listed in the pay plan of this collective bargaining agreement who have not successfully completed the twelve (12) month probationary period, following graduation from the police training academy, shall be considered probationary employees. The 12-month probationary period may be extended by agreement of the City and the FOP.

Probationary employees must complete the following service requirements to have access to the benefits listed below:

1. Tuition reimbursement will be provided only to those probationary employees who have successfully completed FTO Training;
2. Probationary officers shall not receive uniform allowance. They will be eligible to receive uniform maintenance allowances.
3. Management will establish a Probationary Officer Review Board to hear allegations of misconduct and/or unsatisfactory performance issues that may result in a Class III Reprimand, loss of pay, disciplinary probation, or termination. For the purpose of this section, a probationary officer shall be defined as an employee who has completed the police training academy, but has not yet completed the 12-month probationary period. The Probationary Officer Review Board shall be chaired by the Director of Training. The board shall consist of one additional Major, one Lieutenant, and one officer/sergeant.

The probationary employee shall have the right to be represented by one representative at the hearing. The probationary employee shall be provided with the evidence supporting the allegation(s) at the hearing. The employee shall have the opportunity to call witnesses, present exhibits, and cross examine witnesses at the hearing. If an employee needs to continue the hearing in order to provide additional evidence, or to respond to the evidence presented at the hearing, a reasonable opportunity shall be provided.

After the board has heard the evidence and deliberated, the Director of Training shall make a report and recommendation to the Chief of Police. The Chief of Police will make the final decision regarding the classification of the allegation(s) and disciplinary action, if any.

If the FOP disagrees with the decision of the Chief of Police, the Executive Board may take the matter to arbitration.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The Employer and the FOP have, by these presents, reduced to writing the Agreement entered into by the Employer and the FOP through the collective bargaining process as that term is defined in 11 OS 2001 Section 51-101, as amended.

Section 3.2 This Agreement shall be effective as of the 1st day of July, ~~2018~~ 2017 and shall remain in full force and effect through the 30th day of June, ~~2019~~ 2018 pursuant to the terms of 11 OS 51-101 et seq.

Section 3.3 The terms of this agreement, as well as bargaining and arbitration for the terms of a successor agreement shall be governed by the terms of the Fire and Police Arbitration Act, 11 OS 51-101 et. seq.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City shall hire employees for the Oklahoma City Police Department without regard to membership in the FOP, and any employee listed in Addendum A who is not a member of the FOP shall receive and shall be entitled to all benefits, rights, privileges, and agreements contained herein.

Section 4.2 The Employer expressly reserves the right to plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend, or discharge any member of the Oklahoma City Police Department, subject to the provisions of this contract.

Section 4.3 The Employer shall have the exclusive right to determine the source or sources from which new applicants for work in the Oklahoma City Police Department shall be secured; and shall be the sole judge of qualifications of employees for retention with the Employer subject to existing ordinances, state law, and the Merit Board and Grievance Procedures hereinafter specifically set forth.

Section 4.4 Except as specifically modified by this Agreement, all the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

Section 4.5 The Employer and the FOP specifically recognize the necessity of continuous improvement in efficient and effective police protection and services through the Employer's operations to all citizens of the City of Oklahoma City, and each party to this contract agrees to cooperate with the other in accomplishing this result. In this regard there is hereby created an employer-FOP Committee, to meet on an as needed basis, but not more than once monthly, to discuss areas of mutual concern.

Section 4.6 All rules, regulations, fiscal procedures, working conditions, departmental rules and practices and manner of conducting the operation and administration of the Oklahoma City Police Department in effect on the execution date of this agreement shall be deemed a part of this agreement unless and except as modified or changed by the specific terms of this agreement. This agreement shall also supersede any personnel policies of the City which conflict with its terms. Except as stated above, only the terms and conditions of employment of those individuals covered by this agreement shall not be altered except by agreement of the parties.

ARTICLE 5

BARGAINING AGENT SECURITY

Section 5.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the ownership, or management, of either party hereto or by change geographically, or place of business of either party hereto.

Section 5.2 The employer agrees to deduct, bi-weekly, dues and assessments in the amount certified to be correct by the Secretary of the FOP, from the pay of those employees who individually request by means of payroll deduction card authorization that such deductions be made.

The Employer further agrees to deduct, bi-weekly, a service fee from the wages of those employees who are in the bargaining unit but who are non-members of the FOP, Lodge 123, upon the condition that non-FOP employees execute and keep effective a valid payroll deduction authorization. The amount of this service fee shall be uniform among all non-FOP employees. The total amount of deductions shall be remitted by the Employer to the Treasurer of the FOP.

This authorization shall remain in force until canceled by the employee; cost for the Payroll Deduction Service shall be charged by the City in accordance with the following:

- (a) Any extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies, by the FOP, or due to the furnishing of indefinite, erroneous or conflicting data, shall be paid for or borne by the FOP. The charges are to be based on the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the FOP.
- (b) For normal services contemplated by this section the FOP shall be charged Two Hundred Fifty Dollars (\$250.00) annually, covering the period of this agreement. The FOP shall remit the above in twelve (12) equal installments prior to and before the fifth (5th) day of each month.

- (c) The City shall not be liable either at law or equity for any damages incurred by the FOP, which occurs from the City's non-performance or delay of the duties and obligations of this Article 5, Section 5.2 covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lockout, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

Section 5.3 The president of the Fraternal Order of Police, Lodge 123, shall be assigned Special Duty out of the Police Chief's Office to conduct FOP Lodge 123 business. Additionally, a second position shall be assigned Special Duty out of the Police Chief's Office to conduct FOP Lodge 123 business, subject to the following conditions: FOP shall reimburse the City for the full cost associated with the position, as specified in the Memorandum of Understanding ("MOU") executed by the parties. Upon assignment to the FOP duty, the officer will no longer be eligible for receipt of any incentive payments or shift differential that may have been received while on active department duty. The second Lodge position shall be limited to the rank of Captain or below. The FOP shall remit payment to the City on or before the 5th of every month once the FOP duty for the second position begins and payment shall be an amount equal to 1/12 of the annual sum specified in the MOU. If payment is not remitted, the special duty shall be revoked and the member will be reassigned to duty with the Police Department. The FOP shall determine which officer shall be assigned to this second position, and advise the Chief of Police by February 1 of each year. The Memorandum of Understanding ("MOU") containing the amounts of the wages and benefits for the officer assigned to the second position shall be executed by the parties prior to the assignment beginning, and updated each year for any adjustments in pay or benefits, or for a different officer being assigned to the second position. The beginning date of the second Lodge position shall be 14 days after notification to the Chief from the FOP president. The FOP may discontinue this second position assignment upon 30 days notice to the Chief.

Section 5.4 Upon giving five (5) days written notice, representative(s) of the FOP Lodge 123 may be granted a reasonable period of time off with pay, by the Chief of Police, to conduct bona fide FOP Lodge 123 business as determined by the Chief of Police. Business to be conducted must be defined and specified at the time the written request is made. Specifically, FOP Executive Board members may be granted up to forty-four (44) days off per fiscal year under this section for purposes of performing their official duties, as set forth in the FOP constitution and by-laws. No more than an additional one hundred (100) days per fiscal year, as a cumulative total, will be granted for non Executive Board members. No group in excess of five (5) individuals shall be granted identical time off under this provision. However, nothing shall preclude, upon five (5) days notice as above, the use of vacation or other recognized time off with pay by an individual or group of individuals for bona fide FOP Lodge 123 business.

Section 5.5 Employer agrees not to enter into any other agreement, written or verbal, with any employee association or department association which in any way conflicts with the provisions of this Agreement. Employer further agrees not to discriminate against any employee for activity ~~in~~ on behalf of, or membership in the FOP Lodge 123.

Section 5.6 No officer shall be required to participate in any City sponsored or recognized charity, nor shall any officer be discriminated against for failure to so participate. No officer shall be subjected to a review of his/her personnel records to determine the officer's participation or non-participation in any City sponsored charity.

ARTICLE 6

PROHIBITION OF STRIKE

Section 6.1 The FOP and the Employer are well aware of the public policy and the necessity that there shall be no strikes or other action which would tend to disrupt the provision of those services traditional to Employer's business; in that the public policy of the State of Oklahoma has been expressly stated by the Oklahoma Legislature and codified as Title 11 O.S. Section 51-101, as amended, that statutory provision is deemed to provide the spirit and intent under which the following sections of this Article are provided and the parties hereto are bound.

Section 6.2 Neither the FOP, nor any of its officers, agents, or employees, or any of the employees for which it bargains, shall in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, engage in, condone, or encourage any person to participate in any strike, work stoppage or slowdown. The FOP shall not aid or assist any persons, or parties, engaging in the above prohibited conduct nor shall the FOP provide funds, financial and other assistance for the conduct or direction of such activities for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, that the FOP may provide legal representation for itself or persons accused of such activities, or for any other purpose it may deem necessary.

Section 6.3 Upon notification confirmed in writing, by the Employer to the FOP, that certain of its members are engaging in a strike, the FOP shall immediately, in writing, order such members to return to work at once and provide Employer with a copy of such an order and responsible officials of the FOP shall publicly order them to return to work. Such characterization of strike by the Employer shall not establish the alleged existence of a strike.

Such notification by the FOP shall not constitute an admission by it that strike is in progress or has taken place or that any particular member is or has engaged in a strike. The notification shall be made solely on the representation of the Employer.

In the event that a strike occurs, the FOP agrees to take all reasonable effective and affirmative action to secure the members return to work as promptly as possible. The FOP shall not be in breach of this Agreement where the acts or actions herein before enumerated are not caused or authorized by the FOP.

ARTICLE 7

MUTUAL RESPONSIBILITY

Section 7.1 The Employer and the FOP agree that for the duration of this Agreement, neither the Employer or its agents, nor the FOP, its agents or members, shall discriminate against any employee because of his membership or non-membership in the FOP.

Section 7.2 Pursuant to Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family and Medical Leave Act of 1993; the Guidelines, Rules and Regulations of the Equal Employment Opportunity Commission; State of Oklahoma Human Resources Department Directives; and, the City of Oklahoma City Policy on Equal Employment Opportunities; each party recognizes itself to be legally bound to initiate and further the quality of employment for all persons receiving beneficial rights under this agreement.

Section 7.3 In the event that any portion of this contract shall be determined as in conflict with the statutory or administrative provisions identified in Section 7.2 above; or, should a provision of this contract in any manner negatively or adversely affect the Employer's compliance with the provisions of Section 7.2 above; then in either of these particular situations, the conflicting provision of this contract shall become null and void, without legal effect whatsoever and notwithstanding prior dealings, traditions or status quo positions.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 The FOP or any employee may file a grievance within ~~fifteen (15)~~ twenty (20) days of said occurrence, as hereinafter defined, and a grievance may also be filed by the FOP or any employee covered by this Agreement regarding unsafe conditions ~~of~~ or unsafe equipment.

Section 8.2 The Bargaining Agent may report an impending grievance to the Chief of the Oklahoma City Police Department or the City Personnel Director in an effort to forestall its occurrence.

Section 8.3 The purpose of this Article is to establish a mechanism for the fair, expeditious and orderly adjustment of grievances and settlement of disputes involving the interpretation or application of this collective bargaining agreement.

Section 8.4 Any formal grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts which supports a grievance position that an alleged violation has occurred.

Section 8.5 A grievance shall not be subject to resolution under this procedure if the aggrieved employee has submitted the dispute for resolution pursuant to procedures established under the grievance procedure of the City Personnel Policies.

Section 8.6 Any controversy or dispute between the Employer and the FOP or any employee concerning the interpretation, enforcement, or application of any provision of this Agreement, or concerning the terms or conditions of employment, may be an occurrence giving rise to a grievance which shall be adjusted in the following manner:

- Step 1:** An employee shall, and his employee counselor may first discuss a grievance with his immediate supervisor in an attempt to reach a satisfactory solution. In this step, it is not mandatory that the grievance be written. The supervisors are encouraged to counsel with the employee and with their supervisors in their review and handling of the situation. The supervisor's decisions shall be orally made to the employee and his employee counselor if he has one within five (5) calendar days. The majority of grievances should be resolved at this step.
- Step 2:** If the grievance is not resolved in Step 1, it shall be submitted in writing within five (5) calendar days, from the receipt of the supervisor's response in Step 1 to the Department Director for adjustment. The FOP President shall also send a copy of the grievance to the City Personnel Director. Grievances involving discipline or discharge shall be signed by the employee involved. The employee shall acknowledge that he/she elects to use this grievance procedure and waives any right to process the grievance through the grievance procedures in the City Personnel Policies. Grievances regarding discharge may begin at this step providing they are filed within the time limits of Section 8.1 of the Article.
- Step 3:** The grievant and the Department Director, or his designate, shall have a right to a conference at this step, at which time the employee shall have the right to the employee counselor of his choice.
- The Department Director shall submit his answer, in writing, to the employee involved, and the FOP President within ten (10) calendar days.
- Step 4:** If the grievance has not been settled at Step 3, the FOP President shall send the grievance within ten (10) calendar days to the City Manager, or designee for review, and possible resolution or if the parties mutually agree, the grievance shall be submitted for mediation to the mediator of the parties choice according to the rules of the Federal Mediation & Conciliation Service, (FMCS). If the parties are unable to mutually agree upon a mediator, the FMCS shall appoint a mediator to assist in adjusting the grievance at this level.

If the parties do not mediate the grievance, or mediation does not resolve the grievance, the City Manager shall submit his answer to the Chief of Oklahoma City Police Department, the employee(s) involved, and the Bargaining Agent Grievance Committee within ten (10) calendar days after the grievance is submitted to the City Manager or the conclusion of mediation if it is used. The FOP Executive Board shall constitute the Grievance Committee.

Within twenty (20) days of receipt of the City Manager's response, the FOP Grievance Committee shall determine, in its discretion and judgement, whether or not a grievance exists as defined in Section 8.6 above. If the FOP Grievance Committee finds a grievance does exist, and that the grievance warrants further processing, it shall notify the City Manager and give notice of arbitration. The grievance shall be submitted to arbitration for adjustment as follows:

- (a) Within seven (7) calendar days from the date of the notice to the City Manager for arbitration, the FOP and the Employer shall request, the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

Within seven (7) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the Employer and the FOP shall alternately strike the name of one (1) arbitrator from the list of five (5) until one (1) name remains, with the Employer making the first strike from said list.

- (b) Within fourteen (14) days, the Employer and FOP shall agree on a hearing date and place. The hearing shall be informal and the rules of evidence prevailing in judicial proceeding shall not be binding. Any and all documentary evidence and other data deemed relevant by the Arbitrator may be received in evidence. The Arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented to the Arbitrator for determination.
- (c) Within an appropriate period of time after the conclusion of the hearing, the Arbitrator shall issue a written award resolving the grievance. A copy of said award shall be mailed or otherwise delivered to the FOP and the employer.
- (d) The Arbitrator's award shall be final and binding on the parties to this Agreement. The City maintains that should a conflict arise between the terms of this Agreement and the City's statutory and Charter authority, the latter should prevail.

The FOP recognizes the City’s reliance upon statutory and Charter reservations of authority but does not concede that any statutory or Charter provisions prevent any of the terms or conditions in this Agreement from being binding on the City.

- (e) The cost of the Arbitrator shall be shared equally between the FOP and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 8.7 In matters of interest arbitration the parties will follow the procedures set forth in 11 OS Section 51-106 through 51-110, as amended.

ARTICLE 9

SKILL INCENTIVE PAY

Section 9.1 Officers who are assigned as field training officers (FTO) shall receive additional incentive pay in the amount of two (2) hours pay per (10) hour shift and one and six tenths (1.6) hours pay when assigned to eight hour shifts while attending FTO training and during any period in which an FTO has a rookie assigned to him or her. This shall include trainers in the Motorcycle Unit the K-9 unit, the Hit & Run unit, and the Signal 30 unit, when they have new officers assigned to those units. This training pay incentive shall not apply to routine training that may be conducted in the units periodically.

Section 9.2 Officers assigned as Investigative Training Officers shall receive additional incentive pay in the amount of two (2) hours pay when assigned to ten (10) hour shifts and one and six tenths (1.6) hours pay when assigned to eight hour shifts during each shift they are assigned as trainers.

Section 9.3 Currently assigned Personnel who hold Investigation Bureau Badges, including the Lieutenants and Captains that supervise them shall receive \$50.00 per pay period, beginning with the first full pay period in Fiscal Year ~~2018-2019~~ ~~2017-2018~~. In addition to the \$50.00 per pay period, these personnel will also receive 2 additional SDOs beginning with the first full pay period of Fiscal Year 2007-2008. The skill incentive pay will automatically expire at the close of business on June 30, ~~2019~~ ~~2018~~, unless both parties mutually agree to its continuation.

The Personnel eligible to receive this benefit are as follows:

<u>Investigations Bureau</u>	<u>Chief’s Office</u>
Homicide	Professional Standards
Assaults	Internal Affairs
Robbery	Office of Public Integrity
Missing Persons	
Auto Theft	<u>Special Projects</u>
Burglary	

Larceny
 White Collar
 Child Abuse
 Domestic Violence
 Sex Crimes
 Crime Scene Unit
 Offender Registrations

Major Violators (Narcotics)
 Criminal Intelligence
 Gang Intelligence (Drive-By Inv.)
 Vice
 Computer Forensics
 Interdiction Unit

Additional Units (These units are not required to have an Investigation Bureau badge to be eligible for the skill incentive pay.)

Hit and Run
 Nuisance Abatement
 Signal 30
Bomb Squad Investigative Unit

Section 9.4 Officers who speak Spanish and/or Vietnamese and/or Sign Language fluently will receive the following:

Basic	\$50/pay period
Intermediate	\$75/pay period
Advanced	\$100/pay period

The Chief of Police may authorize additional languages when justified as beneficial to the department and subject to existing program requirements.

Officers receiving such pay will be required to serve as interpreters on an as-needed basis. Officers must provide proof of fluency to the Police Chief or designee before interpretive pay will be approved. Fluency will be determined through a fluency exam administered by a college, vo-tech, university or other agency mutually agreed to by the City's Personnel Department and the FOP. The Chief of Police or his designee reserves the right to verify the authenticity of the certification. Any Officer who submits a falsified certificate is subject to disciplinary action.

Section 9.5 Officers who are certified and assigned to work clandestine lab cases only, will receive fifty dollars (\$50.00) per pay period.

Section 9.6 The Chief of Police established the Crisis Intervention Team (CIT) for the purpose of providing officers trained and certified to respond to incidents involving the mentally ill. Active and certified officers assigned to the CIT, including Lieutenants and the CIT Commander, shall receive \$50 per pay period. Certified shall mean any police officer who has successfully completed all required CIT training by the Oklahoma City Police Department. Active means the officer is a listed member of the CIT. Any officer assigned to the CIT is required to respond to incidents involving the mentally ill, whether self-initiated or upon request.

The Chief of Police or his designee, the Director of Training, shall have sole discretion to determine suitability for selection and retention of all CIT officers Participating officers must be

assigned to the Operations Bureau. Officers may be removed from the CIT if unable to perform routine field duties, placed on special assignment, promoted, transferred, or for any other reason the Chief of Police or his designee determine the CIT officer can no longer meet the requirements of the program.

Section 9.7 An Air Support Pilot who is a Certified Rotorcraft Flight Instructor may serve as a flight training officer with the approval of the Uniform Support Division Commander. Officers who are assigned as flight training officers to train new personnel assigned to the Police Department's Air Support Unit shall receive additional incentive pay in the amount of two (2) hours pay per shift for the shifts the flight training officer provides training and completes a DOR.

Section 9.8 Officers who are certified and assigned as Drug Recognition Experts (DRE) will receive \$50 per pay period. The Chief of Police or his designee reserves the right to verify the authenticity of the certification. Any Officer who submits a falsified certificate is subject to disciplinary action.

The Chief of Police or his designee shall have sole discretion to determine suitability for selection and retention of all Drug Recognition Experts. DRE-participating officers must be assigned to the Operations Bureau. Officers may be removed from the DRE if unable to perform routine field duties, placed on special assignment, promoted, transferred, or for any other reason the Chief of Police or his designee determine the DRE officer can no longer meet the requirements of the program.

ARTICLE 10

SENIORITY

Section 10.1 "*Seniority*" as the continuous length of service of a commissioned officer with the Oklahoma City Police Department within each job classification.

Seniority shall commence from the last date which the employee is employed in the Oklahoma City Police Department as a commissioned officer; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of said probation, the initial probationary service shall count as a part of the officer's seniority. Throughout this contract job classification and rank are synonymous.

Section 10.2 Seniority shall be determined as between two or more employees by highest rank. When two or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two or more employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous service as a police officer with the Oklahoma City Police Department. If, after the application of the criteria set forth in this Section, there still remains a question as to seniority between two or more officers, then, and in that event, seniority shall be determined between them by the highest grade ranking in their Police Academy class.

Section 10.3 Except where impractical due to skill levels of officers, or where special working conditions exist which would preclude certain officers from working specific shifts, sub-stations, or days, and considering manning levels, (in which cases the ruling of the Chief shall be final) seniority shall be the dominant factor to be considered by the Chief of Police in determining the priority of each employee to:

- (a) Time when annual vacation is granted
- (b) His or her first choice as to scheduling time off on Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's, it being understood that New Year's Eve is not a designated holiday under this Agreement.
- (c) Regularly scheduled days off
- (d) Order of layoff and recall shall be as set forth in Article 11.

Section 10.4 Seniority shall have no bearing on promotion decisions except as outlined in Article 24.

Section 10.5 Seniority shall be lost upon the occurrence of any of the following events:

- (a) Discharge
- (b) Resignation from employment
- (c) Retirement
- (d) Unexcused failure to return to work upon expiration of a leave of absence
- (e) When an employee has been laid off for a period of more than two years.

Section 10.6 In the event an employee is reduced in classification, the seniority previously accrued in the former classification shall not be lost; however, the employee so reduced shall not be able to exercise his seniority with respect to Article 10, Sections 10.3 (a) through 10.3 (d) for ninety (90) days.

Section 10.7 Vacancies and assignments will be made in accordance with the procedures set forth in the Police Operations Manual.

Section 10.8 Employees who hold investigator positions will be assigned functional, non-compensatory working titles to distinguish years of service in those positions. Employees will be issued badges while assigned to the Investigator positions, which will remain the property of the City of Oklahoma City, and must be relinquished upon transfer, promotion, resignation, termination, or retirement from Investigator positions. Badges cannot be worn on uniforms. Functional titles and badges will be assigned to employees according to years of service in Investigator positions, based on date of assignment.

Employees with 0-5 years of service will be issued Detective badges, 5-10 years of service – Investigator, and 10+ years or service – Inspector. Functional titles will not derive any monetary review and will not impact the current rank classification structure.

ARTICLE 11

PERSONNEL REDUCTION

Section 11.1 In the event it becomes necessary to layoff employees for any reason, employees shall be laid-off in the inverse order of their seniority by job classification.

Section 11.2 When an employee is laid-off due to reduction in the work force, he shall be permitted to exercise his seniority rights to bump or replace an employee with less seniority. Such employee may, if he so desires, bump any employee in lower classification under the following conditions:

- (a) He has more seniority
- (b) He can do the available work
- (c) Such bump request is initiated within two (2) working days of the date the employee receives written notice of lay-off.

Section 11.3 Employees shall be recalled from lay-off according to their seniority within the job classification.

Section 11.4 Notice of recall shall be sent to the employee at his last known address by certified mail.

If the employee fails to notify the Office of the Chief of Police within five (5) calendar days after receipt of such recall notice that the employee intends to return and if the employee after giving such notice of intent to return fails to be available to return to work within ten (10) calendar days after receipt of such recall notice, such employee shall be deemed to have quit.

Section 11.5 No new employees shall be hired into a classification until all employees who are on lay-off status from that classification have been offered recall.

ARTICLE 12

SICK LEAVE

Section 12.1 An employee injured on the job shall continue to receive the regular salary or rate of pay during absence from work, not to exceed six (6) calendar months (1,044 hours); provided, however, after the first ninety (90) days a physician's statement verifying the officer's inability to perform assigned duties shall be required at 30-day intervals to carry said officer on "*injured on duty recuperative leave (I.O.D.)*". Provided, however, any disability payment received by reasons of worker's compensation coverage, for the same injury, during the period the officer is

carried on I.O. D. status shall be credited to the City. In accordance with flex time provisions in Section 17.1 of this Agreement, officers who are required to attend medical appointments and/or treatment during off duty hours for a work related injury shall be allowed to temporarily adjust their regular work hours by substituting the appointment/treatment time for their regularly scheduled hours. This substitution shall take place within the FLSA work period so the substitution hours do not cause overtime. The appointment/treatment time shall be counted as OJI leave to make the practice consistent across the Department. Additionally,

- a. The amount of time per 14-day work period that an officer can use for flex time shall not exceed 2 hours per shift, unless otherwise verified by the treating health care provider.
- b. The officer shall provide verification from the health care provider of the appointment and estimated time of attendance for approval of flex time.
- c. The officer and the supervisor must agree (per Section 17.1) on the shift and hours on that shift that the flex time will be used.
- d. The supervisor may deny the flex time on the officer's requested day if the needs of the operation dictate.
- e. Flex time used under the terms of Section 12.1 shall be deducted from the 1,044 hours in the first sentence of Section 12.1.
- f. Flex time under the terms of Section 12.1 shall become effective from the first work period after approval of the CBA through June 30, ~~2016~~2019.

Section 12.2 Employees shall accrue five (5) hours of sick leave per pay period, with a maximum allowable accumulation of two thousand (2,000) sick leave hours.

Section 12.3 Termination/payment for sick leave balance shall be fifty (50) percent of the sick leave balance paid to the employee at time of retirement, voluntary resignation, disability allowance or death in the municipal service; provided that, the fifty (50) percent maximum payment will be reduced two and one-half (2 ½) percent for each year less than twenty (20) years of creditable service; one hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Police Department.

Section 12.4 An employee who used no more than three (3) days (3 shifts) of sick leave during the current year shall be granted an additional two (2) days (2 shifts) of vacation accrual on the employee's leave anniversary date.

Section 12.5 An Officer who incurs a non-work related illness or injury requiring that Officer to miss work, and who has exhausted his or her sick leave, annual leave, and compensatory time, may accrue additional sick leave donated by other Officers. Donated sick leave must be on an hour for hour basis. Donating employees shall have 240 hours of accrued sick leave available in order to be eligible to donate. The maximum amount of sick leave that can be donated to a single Officer per fiscal year, by any one Officer, shall be an amount equal to twenty-four (24) hours of leave of the injured or ill Officer. The donated leave shall be used in the order it is donated.

Should the injured or ill Officer return to work, take disability retirement, or die, with donated sick leave which was not used by the Officer, the unused donated leave shall revert to the Officer who donated the leave.

ARTICLE 13

INSURANCE

Section 13.1 All terms, benefits, procedures, policies, methods and manner of operating and administering the current health and dental benefits plans shall continue in full force and effect except for those changes included in Addendum C. The FOP agrees to the changes recommended in Addendum C.

Section 13.2 During the duration of this Agreement, the parties agree to continue participation in the Oklahoma City Labor/Management Insurance Committee. Any changes recommended by said Committee which affect members of the bargaining unit shall be presented to the FOP negotiating team and members for a ratification vote.

Section 13.3 The parties agree the level of benefits, and the amount of employee contributions toward health care for plan year ~~2019 2018~~ (January 1, ~~2019 2018~~ – December 31, ~~2019 2018~~) is a resolved issue in collective bargaining negotiations for the Indemnity Plan and for the HMO, as set forth in Addendum C. Should any legal restriction upon the term of this agreement make this section voidable, the parties can reaffirm their intent in a subsequent agreement.

ARTICLE 14

EMERGENCY LEAVE

Section 14.1 *Death in Family.* In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) calendar days off, with pay, at the time of the emergency. Immediate family shall be defined as: spouse, children, step children, mother, father, step mother, step father, brother, step brother, sister, step sister, grandparents, and grandchildren of the employee and the employee's spouse.

Section 14.2 *Sickness in Family.* In the event of sickness or injury to a member of an employee's immediate family, as defined by Section 14.1, above, which is serious enough to warrant the presence of the employee, as certified by the attending physician, the employee shall be granted up to three (3) calendar days off with pay.

In the event of sickness or injury to an employee's immediate family member which qualifies under the Family and Medical Leave Act (FMLA), the employee may be allowed to use personal sick leave for the duration of the leave, as certified by a physician. For purposes of a FMLA-qualifying event, the FMLA definition of an immediate family member shall be used and the residency of the immediate family member shall not restrict the availability of the employee's personal sick leave.

Section 14.3 The emergency time off duty herein provided for applies only when the family death, sickness, or injury does in fact require time off from regularly scheduled duty and does not contemplate nor grant an accrual or other permissible leave with pay periods.

Section 14.4 All paid time off under Section 14.2 of this Article shall be deducted from accumulated sick leave.

ARTICLE 15

VACATION

Section 15.1 All employees with zero (0) to five (5) years continuous service shall accrue vacation leave at the rate of three and seven tenths (3.7) hours per pay period with a maximum accrual of Two Hundred Fifty (250) hours.

Section 15.2 All employees with five (5) to ten (10) years continuous service shall accrue vacation leave at the rate of four and three tenths (4.3) hours per pay period with a maximum accrual of Two Hundred Fifty (250) hours.

Section 15.3 All employees with ten (10) to fifteen (15) years of continuous service shall accrue vacation leave at the rate of five and three tenths (5.3) hours per pay period with a maximum accrual of Four Hundred (400) hours.

Section 15.4 All employees with fifteen (15) or more years of continuous service shall accrue vacation leave at the rate of six and two tenths (6.2) hours per pay period with a maximum accrual of Four Hundred (400) hours.

Section 15.5 All employees under this contract will be required to schedule at least a minimum of fifty six (56) hours vacation time each calendar year. Exceptions to this requirement must be reviewed and approved by the Chief of Police.

Section 15.6 All employees under this contract may convert up to forty (40) hours of sick leave to vacation leave if the vacation leave balance is below the maximum accrual. Employees can only convert sick leave to vacation leave in four (4) hour increments and converted sick leave must be taken in the pay period in which it is converted. Employees who elect to participate in the Sick Leave Conversion Program are not eligible to participate in the Earned Leave Buy-Back Program.

ARTICLE 16

HOLIDAYS AND DAYS OF EMPLOYMENT

Section 16.1 Officers who work a 40 hour week (8-hour shift) shall receive ten (10) holidays annually as follows:

- | | |
|---------------------------------------|---------------------------|
| 1. New Year's Day | 6. Veteran's Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Day After Thanksgiving |
| 4. July 4 th | 9. Day before Christmas |
| 5. Labor Day | 10. Christmas Day |

Section 16.2 Officers who work the ten (10) hour shift schedule, shall receive an average of thirteen (13) days off per month plus nine (9) additional SDOs per calendar year (90 hours of SDO time).

Section 16.3 Whenever new shifts are established by the Employer, the days off per month and per year shall be prorated on the same ratio as those currently established.

Section 16.4 If other organized groups of employees are awarded an additional holiday(s), officers shall also receive said additional holiday or additional day off depending on their assignment.

Section 16.5 Officers assigned to serve as Field Training Officers (FTOs) shall be allowed to carry a maximum of three (3) Special Days Off (SDOs) into the first quarter (January-March) of the next calendar year, if due to the business needs of the Police Department, they will not be allowed the use of the SDO time before December 31st. It is understood that any carry-over SDO time not used within the first quarter of the calendar year will be forever forfeited by the officer. All other existing terms and conditions of the SDO leave time program will remain in full force and effect. Officers in their initial probationary period after hire shall also be allowed to carry over SDOs on the same terms as FTOs.

Section 16.6 SDO time may be taken in increments of two (2) hours.

ARTICLE 17

OVERTIME COMPENSATION

Section 17.1 The City agrees to pay time and one-half for all authorized overtime worked in excess of the regularly scheduled working hours. By mutual agreement between the employee and the employee's supervisor, there may be flexibility in making temporary adjustments to an employee's regularly scheduled working hours to accommodate employee requests and departmental operational needs. In the event that flexible scheduling adjustments are made, the adjustment shall be treated as the employee's regularly scheduled working hours. Such payment shall either be in dollars or comp time off. The method of payment shall be selected by mutual agreement between the employee and a divisional supervisor. If a mutual agreement is not reached, the method of payment shall be in dollars. An officer may accrue a maximum of 480 hours of compensatory time. Once the maximum amount has been reached, overtime shall be paid in dollars.

Compensatory time accumulation records are maintained in Kronos and shall be made available to any affected officer during regular office hours.

Section 17.2 The City shall pay each officer time and one-half for all court appearances, other than during regularly scheduled duty time, or in the alternative, shall provide the officer with compensatory time off at the rate of time and one-half for all court appearances, other than during regularly scheduled duty time.

A minimum of two hours for municipal court, state district court or federal district court appearances shall be applied when calculating said court time.

Section 17.3 Effective October 5, 2007, Officers who are subpoenaed to appear in court and are placed on-call outside of their regularly scheduled work hours by the Police Department's Court Liaison shall receive one (1) hour of pay for each day the Officer is placed on-call. On-call pay shall not apply to officers who are subpoenaed and placed on-call for court during their regularly scheduled work hours.

ARTICLE 18

EDUCATION INCENTIVE PAY

Section 18.1 Educational incentive pay shall be paid as follows:

- (a) Associate Degree \$75.00 Per Month
- (b) Bachelor Degree \$150.00 Per Month
- (c) Advanced Degree \$175.00 Per Month

Section 18.2 All officers covered by this agreement shall receive tuition reimbursement for college level courses according to the following conditions:

- (a) Tuition Reimbursement will be limited to the three traditional semesters during the calendar year. The three semesters are:

Spring (First of January through the last of May)

Summer (First of June through the middle of August)

Fall (Last of August through the middle of December)

Intersession courses which fall outside of the three traditional semesters are eligible for reimbursement; however, the total amount reimbursed for a particular semester, including the intersession course(s) which precedes it or immediately follows it, will not exceed the maximum amount set forth in the CBA.

~~Courses must be taken for credit hours at an accredited college, university, or junior college. Courses not taken for credit (course monitoring, etc.) are not covered.~~

- (b) Courses to be reimbursed should be offered for college credits on a term or semester basis by an accredited college, university, or junior college. Online or correspondence courses are eligible for reimbursement if the courses are part of an approved degree plan. Reimbursement is not available for vo-tech courses.
- (c) The City will reimburse officers 100% of their tuition costs and mandatory fees for courses which are satisfactorily completed up to a maximum of \$1,250 per semester. Satisfactory completion shall mean a grade of C minus or above or evidence of satisfactory completion in a non-graded course.
- (d) The FOP and Police Department will jointly determine the degrees which will qualify for reimbursement.
- (e) Any officer involved in the Tuition Reimbursement Program must submit a copy of their degree program, once established, which includes a list of the required courses needed to complete the degree. If an officer changes a degree track, then he/she must resubmit a new copy of their degree program. Furthermore, any officer involved in the Tuition Reimbursement Program must submit their reimbursement application forms prior to the day of the semester. Should any change occur at the date of course enrollment or after, the tuition reimbursement will be updated at that time. Employees shall be notified of the approval/denial/modification of the tuition reimbursement application within 20 days of the day the application is received by the Director of Training. The employee will receive notification via their Departmental e-mail.
- (f) Requests for reimbursement must be submitted to the Director of Training within 45 days after the end of the semester for which reimbursement is sought. Any requests for exceptions should be outlined in a memorandum to the Director of Training.
- (g) The Director of Training shall notify involved officers of their reimbursement approval, or denial, or modification within 20 days of when the officer submits the requisite documentation showing satisfactory completion of the coursework. The officer will receive his/her notification via Departmental email.
- (h) Officers who are the recipients of educational financial assistance (scholarships, grants, etc.) or other compensation are not eligible to receive tuition reimbursement from the Department, except as to the amount of tuition not covered by the financial assistance, up to the amount established in the current collective bargaining agreement. This restriction is not applicable to loans that must be repaid by the officer.
- (i) The retirement, resignation, discharge or leave without pay status of an officer automatically terminates eligibility for the Tuition Reimbursement Program. The term "leave without pay status" refers to any officer involuntarily placed on Administrative Leave without Pay (ALWOP) and/or an officer who voluntarily

requests a Leave of Absence (LOA) from the Department. Furthermore, if an officer is placed on ALWOP or takes a LOA prior to the end of the semester, or before satisfactorily completing the coursework with evidence of a C minus or better, the officer will not receive reimbursement for that semester's tuition reimbursement, unless an Arbitrator or Court decides the officer should be reimbursed as part of a make whole remedy.

ARTICLE 19

RETIREMENT

Section 19.1 The Employer and the FOP agree to follow the provisions of the State of Oklahoma Police Pension and Retirement Systems law.

Section 19.2 Officers choosing to remain with the Department past their 20th year of employment will not lose seniority rights by virtue of participation of the “*deferred option plan*” of the State Pension System.

ARTICLE 20

WAGES

Section 20.1 The parties hereto agree that a determination of appropriate wage limits for members has been derived by a market approach using the average rates of pay as determined from the agreed to survey method and the ability of the City to pay. The survey methodology to be used by the parties is outlined in Addendum A-2. For FY 2018-2019 ~~2017-2018~~, the parties have agreed on the pay plan attached as Addendum A-1.

Section 20.2 A representative of the Union and the Management will meet during the term of the contract to agree on a methodology of how total compensation will be defined and incorporated into the salary survey next year.

Section 20.3 The positions which compose the Bargaining Unit shall be:

- | | |
|-----------------|--------------|
| Police Officers | Captain |
| Sergeant | Major |
| Lieutenant | Deputy Chief |

Section 20.4 Longevity payment will be as set forth in Addendum B.

Section 20.5 Officers who are permanently assigned to the second or third shift shall receive shift differential pay of \$0.50 per hour for second shift, and \$0.75 per hour for third shift. The Police Chief retains the exclusive right to re-assign all personnel to any shift as deemed

necessary, pursuant to current policy (refer to General Policy, Section 110.40, of the Police Operations Manual).

Section 20.6 Any employee covered by the terms of this Agreement in the rank of Lieutenant or above, who is temporarily assigned to do the work of a higher classification for a minimum of a continuous 80 hours due to a vacancy or absence (vacation leave, sick leave, job injury, administrative leave, etc.), shall be paid in accordance with the higher classification for the period of the temporary assignment. The temporary assignment into the higher classification shall be authorized by the appropriate Deputy Chief. The employee shall be paid at Step A of the higher classification worked for so long as the officer performing the duties of the higher classification. When the temporary assignment ends, the employee will return to his/her previous rate of pay.

Section 20.7 Lieutenants assigned by the Department to a Saturday through Saturday overlap shift will receive incentive pay in the amount of seventy-five (\$75.00) per pay period while so assigned.

Section 20.8 All bargaining unit employees are required to receive their bi-weekly paycheck in an electronic format, either through direct deposit or paycard.

ARTICLE 21

UNIFORMS

Section 21.1 Each officer is to receive in payment for uniform allowance the following sums:

- (a) \$450.00 payable with the last payroll check in November.
- (b) \$450.00 payable with the last payroll check in May.
- (c) \$35.00 per pay period.

The minimum withholding allowed by law will be withheld for this payment.

Section 21.2 The City shall repair or replace uniforms, to include leather goods, detective's garments, non-prescription sunglasses, and watches, damaged or destroyed in the line of duty. Reimbursement for non-prescription sunglasses and watches will not exceed \$75.00 per item. Prescription eyeglasses will be replaced at full value. Personal body armor will be replaced by the City only if said armor is damaged or destroyed in the line of duty or through normal wear and tear.

Section 21.3 The Department shall provide a uniform cleaning allowance of \$35.00 per pay period for those officers covered by a Memorandum of Understanding between the parties dated June 27, 1991.

Section 21.4 **Staff Sergeant/Master Sergeant Insignias** – Officers who have served in the Sergeant classification for five (5) or more continuous years are eligible to purchase and wear, at the Officer's expense, the Staff Sergeant insignia. Specifications for the Staff Sergeant insignia and proper placement on the uniform will be developed and approved by the Police Department Uniform Committee. Officers who are eligible to wear and elect to purchase the Staff Sergeant insignia will not receive any additional compensation and will not have any greater authority than the Sergeant classification.

Officers who have served in the Sergeant classification for ten (10) or more continuous years are eligible to purchase and wear, at the Officer's expense, the Master Sergeant insignia. Specifications for the Master Sergeant insignia and proper placement on the uniform will be developed and approved by the Police Department Uniform Committee. Officers who are eligible to wear and elect to purchase the Master Sergeant insignia will not receive any additional compensation and will not have any greater authority than the Sergeant classification.

ARTICLE 22

POLICE MERIT BOARD

Section 22.1 The Police Merit Board, as duly constituted, shall function as an advisory board to the Chief of Police on the following matters:

- (a) To hear initial appeals to make recommendations on an employee's disagreement with job performance evaluations submitted by supervisory personnel;
- (b) To hear initial appeals and make recommendations concerning promotional testing procedures and results; provided, however, that the Chief of Police may elect to accept or reject the Merit Board's recommendations without prejudice to the employee's option of seeking review of the Chief of Police's decision through the Grievance Review Board or the contract grievance procedure described in Article 8.

Section 22.2 Composition and Replacement of Member

- (a) The Merit Board shall consist of five members; two (2) of the same rank as the person appearing before the board and one (1) each of the next three (3) higher ranks.
- (b) The Chief of Police shall appoint Merit Board members for each case which is to appear before the Board.

Section 22.3 Conduct of Police Merit Board Business

- (a) Chairperson of the Board shall be the highest ranking officer.

- (b) The Board will meet when called by the Chief to review any of the aforementioned appeals.
- (c) Minutes of each Board meeting shall be given to the Chief following conclusion of the meeting. A copy will be provided to the officer appealing to the Board at the officer's request.
- (d) The Board may collect information it deems necessary to make a determination of an appeal.
- (e) The meetings of the Board shall be conducted in good order without the air of an adversarial proceeding and without resort to strict rules of evidence provided, however, the appellant will have the right to employee counsel to appear before the Board.
- (f) No member of the Board shall sit in review of a matter over which he has had prior dealings or contact. Substitutes will be allowed where a member of the Board has so declined to sit.

In the event the sitting members are unable to reach majority agreement, the appellant may seek direct resolution of the issues from the Chief of Police with full right of appeal from the decision of the Chief of Police to the Grievance Review Board or the grievance procedure described in Article 8 of this contract.

- (g) As to matters of Board procedures only, not provided for herein, the Board may as its option employ "*Robert's Rules of Order*" as proper guidance.

Section 22.4 An appeal to the Police Merit Board by an employee shall be taken in good faith only as to matters in issue relating to:

1. Job performance evaluations submitted by the employee's immediate supervisor;
 2. Promotional testing procedures and results directly affecting the employee;
 3. The omission of his/her name from any eligibility roster or the relative position of his/her name on any such roster. The Board shall be without jurisdiction to hear and/or decide any other matter or issue; provided, however, the Board shall have jurisdiction to determine if an appeal is properly before it is for consideration.
- (a) No appeal shall be entertained by the Board and no recommendation made if the appellant has failed to make application with the Chief for the Board's review within five (5) working days of receipt of the action complained of. A *working*

day will be defined as 0800 hours to 1700 hours, Monday through Friday, excluding holidays.

- (b) Upon receipt of notice from the Chief, the Board shall schedule the matter for review within ten (10) working days and notify the appellant of the date, time and location of the review.
- (c) The employee making the appeal shall appear before the Board as scheduled to present pertinent information and witnesses concerning his appeal. The Chairman of the Board shall request appearance by those witnesses desired of appellant and the Chief of Police.

ARTICLE 23

MANPOWER UTILIZATION AND PRODUCTIVITY

Section 23.1 The Employer and the FOP agree to cooperate together to promote productive utilization of manpower and equipment to best secure for the Mayor, the City Council and the citizens of Oklahoma City the maximum productivity for the tax dollars that they invest in police services.

ARTICLE 24

PROMOTIONAL PROGRAM

Section 24.1 The purpose of this procedure is to ensure all employees a fair and equitable opportunity for advancement.

Section 24.2 The goal of this procedure is to identify the most qualified individual for advancement in a demonstrably measured and organized manner.

Section 24.3 Testing and scoring will be administered under the direction of the Chief of Police and the Director of the Oklahoma City Personnel Department, as provided below. The Chief of Police will outsource the development, and testing of all written examinations and/or assessment centers identified in Sections 24.4, 24.5, 24.6, and 24.7.

Section 24.4 *Sergeant*

- (a) *Eligibility* – Applicants shall achieve the position of sergeant who have been employed as a police officer by this department for a period of five (5) continuous years of service from the graduation date of their recruit class or completion of re-hire probation and who have successfully completed the competency testing. An applicant may not be on disciplinary probation or suspension on the date the competency testing is administered.

- (b) *Procedure* – A Certification for Promotion Form must be completed by the applicant and submitted to the Director of Training at least two (2) days prior to the date of the examination. The competency test will be given within 60 days of the fifth anniversary of the officers' recruit class graduation. The examination will consist of 100 questions which covers materials in the Police Department Operations Manual. To meet the competency requirement, a minimum qualifying score of 70% must be achieved.

The qualifying score is defined as the sum of the written test score, the last Performance Evaluation score, and the points awarded for advanced education (1 point for an Associate's Degree, 2 points for a Bachelor's Degree, and 3 points for an advanced degree). If an officer achieves the minimum qualifying score, as determined by the Director of Training, a memorandum is sent to the Chief of Police recommending the officer's advancement to the position of sergeant.

For purposes of this Article, Sergeant shall not be considered a rank.

Section 24.5 Eligibility for Supervisory Ranks

- (a) *Lieutenant* – Applicants for the rank of Lieutenant are required to have attained the position of Sergeant two (2) continuous years prior to the promotional list going into effect for the fiscal year the Promotional Eligibility List is being established and to have been satisfactorily performing their duties in that position. Applicants must not be on disciplinary probation or disciplinary suspension, on the date upon which the written promotional examination is administered or the date of actual promotion. The examination will be given in the last two (2) weeks of January, of even-numbered years.
- (b) *Captain* – Applicants for the rank of Captain are required to have attained the rank of Lieutenant and to have served in that rank for three (3) continuous years prior to the promotional list going into effect for the fiscal year the Promotional Eligibility List is being established. Applicants must have been satisfactorily performing their duties as a Lieutenant.

Applicants may not be on disciplinary probation or disciplinary suspension on the date upon which the written promotional examination is administered or the date of actual promotion. The examination will be given in the last two weeks of January, of even-numbered years.

Applicants for the rank of Lieutenant and Captain hired before July 1, 2003 must fulfill one of the following two requirements to be eligible to test for promotion:

- 1) Complete a minimum of one (1) college course in basic police management, criminal justice or business management with at least a letter grade "C". or
- 2) Have at least 60 credit hours or an Associate's Degree.

Applicants for the rank of Lieutenant and Captain hired after July 1, 2003, must fulfill the following to be eligible to promote:

- 1) Have at least 60 credit hours to test for the rank of Lieutenant, or
- 2) Have a Bachelor's degree to test for the rank of Captain.

The college course, credit hours and degrees specified in this Section shall be taken at an accredited college or university. Any course taken pursuant to this Section shall be automatically eligible for tuition reimbursement under the terms of Article 18.2.

Section 24.6 If an Officer leaves the employment of the Oklahoma City Police Department and is later rehired by the Department, that Officer's prior service with the Department shall not be counted toward the years of service required in Sections 24.4 and 24.5.

Section 24.7 Promotional Process for Supervisory Ranks

(a) *Lieutenant*

The promotional process for the rank of Lieutenant shall consist of two (2) phases in which points are awarded based on the achievement of the individual candidates.

The first phase is the promotional examination in which a total of 100 points could be achieved. The second phase is the assessment center in which a candidate could earn up to 100 total points.

Each applicant's promotional examination points and seniority points will be totaled to determine the thirty (30) highest scoring candidates who will appear before the Lieutenant Assessment Center. Seniority points are calculated based upon ½ point for every completed, continuous year of service with the department, from the candidate's last date of hire with the department to the date of the written examination. In the event of a tie for the 30th position on the Lieutenant test, placement at the 30th position shall be determined by (1) date of employment and (2) recruit school class standing. The points achieved in the promotional examination will be combined with the points achieved on the assessment center, to obtain the rankings for the final Lieutenant eligibility list of twenty (20). The promotional examination and seniority points will count 1/3 and the assessment center will count 2/3 toward the final composite score.

The Personnel Department will be responsible for compiling the total scores (test and assessment center) in rank order and submitting the final Lieutenant

Promotional List to the Director of Training. In the event of a tie, placement shall be determined by (1) date of employment and (2) recruit class standing.

(b) Captain

The promotional process for the rank of Captain shall consist of four (4) phases. The first phase will be a written examination. The second phase will be an assessment center. The third phase will be a staff review process. The final phase will be selection by the Chief of Police.

Each applicant's promotional examination points and Lieutenant service points will be totaled to determine the fifteen (15) highest scoring candidates to appear before the Captain Assessment Center. Lieutenant service points will be calculated based on ½ point for every completed continuous year of service at the rank of Lieutenant from the date of promotion to Lieutenant to the date of the written examination. In the event of a tie for the 15th position on the Captain test, placement at the 15th position shall be determined by seniority as defined in Section 10.2 of the contract. The ten (10) highest rated candidates determined by the scores achieved in the assessment center will be alphabetically listed as an eligibility pool and advanced to the staff review phase.

Section 24.8 Procedural Steps

- (a) *Promotional Examination* – A Certification for Promotion form must be completed and submitted to the Director of Training. The examination for both Lieutenant and Captain ranks will consist of one hundred (100) objective (multiple choice) job knowledge questions. The sources, from which the questions are derived, will be the OCPD Operations Manual, Municipal Ordinances and State Statutes, the FOP and AFSCME contracts, and the Oklahoma City Personnel Policies. The time and location of the test sites will be announced by the Director of Training. The examination will be developed by an entity outside the Police Department who will be selected by the Chief of Police or his/her designee. A control identification number will be assigned to each candidate at the examination and the assessment process. Any posted scores shall be by the control identification number rather than by individual name. The Director of Training will establish and announce a date within ten (10) working days of the posting of test scores on which individual candidates may review the questions which they missed and the correct answers to those questions. The review will be conducted one candidate at a time by the Director of Training. A *working day* will be defined as 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Any appeal of the examination to the Police Merit Board shall be pursuant to Article 22 and must be perfected within five (5) working days following the last candidate's review. The Director of Training through Departmental e-mail, will announce the initiation of the five (5) working day period. The Police Merit Board will make recommendations to the Police

Chief. The Police Chief will make the final decision regarding appeals of promotional examinations.

- (b) *Assessment Center* – The Assessment Center will be no less than a three-day process consisting or not more than three (3) exercises for each candidate. ~~The Police Department will conduct assessment training for the Personnel Department of the City of Oklahoma City.~~ The Personnel Department will conduct assessment training for all assessors prior to the commencement of the assessment center. During the first half of the first day of each Assessment Center, at which time assessor training/orientation takes place, the Chief of Police or his designee and the FOP President or his designee will be included to brief assessors on issues specific to the Oklahoma City jurisdiction.

The Police Department will furnish to the Personnel Department the scenarios to be used in the assessment process for the ranks of Lieutenant and Captain.

The Assessment Center will use assessors, of comparable rank or no more than one rank above, who are selected from other police departments. The Assessment Center will be conducted exclusively by the Personnel Department. Assessors will not come into contact with members of the Oklahoma City Police Department, prior to or during the process, except in the course of their assessment duties. Any questions that might arise will be resolved by contact between the Police Department's Director of Training and the Personnel Department.

The last exercise of the Lieutenant Assessment Center will allow for evaluation of candidates' career achievements. Completed standardized resumes will be required to be submitted to the candidates' division commanders ten (10) working days prior to the assessment center and will be reviewed for authenticity by the candidate's chain of command and the Director of Training prior to submission to the assessor panel. Division commanders will be required to submit the candidates' resumes to the Director of Training within five (5) working days prior to the assessment center. The term "*working days*" shall be defined as 0800 hours to 1700 hours, Monday through Friday, excluding holidays.

A candidate will not be allowed to participate in the assessment process if on the date the assessment begins, the candidate is on disciplinary probation or disciplinary suspension. Should any of the candidates for either assessment center become ineligible to participate in the assessment center, their position will be filled by the next highest scoring candidate, up until two (2) weeks of the scheduled start of the assessment process. Vacancies occurring in the list of eligible candidates within two (2) weeks of the scheduled start of an assessment will not be filled.

The Police Department agrees that every consideration will be afforded those applicants for both Lieutenant and Captain Assessment Centers to utilize

authorized leave time, excluding sick leave, to help them prepare for the process and be fully rested.

- (c) *Staff Review Process for Captain* – the ten (10) highest rated Captain candidates, after the results of the assessment center as defined in Section 24.7(b), will be placed in an eligibility pool and advanced to the staff review phase. There will be a staff review of the candidates in the Captain eligibility pool for each promotion to Captain, except as defined later in this section. During the staff review phase, the eligibility pool will be evaluated by seven or more sworn members of the command staff. The command staff is comprised of all existing Majors and Deputy Chiefs. Completed standardized resumes will be required to be submitted to the candidates' division and/or bureau commanders prior to the staff review and will be reviewed for authenticity by the candidates' chain of command. Division and/or bureau commanders will be required to submit the candidates' resumes to the Director of Training prior to the staff review. In the event of a tie, Section 10.2 of the contract will determine placement in the pool.

The following selection criteria for the staff review phase has been established to provide structure to the process, thereby allowing staff to recommend in rank order by scores achieved in the process, the best six (6) candidates to the Chief of Police for each captain promotion. The Chief can choose anyone from the list and is not required to choose the top scoring candidate.

The criteria to be considered in the staff review phase may include, but not be limited to the following:

- An oral review board
- A review of the candidates' resumes
- Attendance records (leave sheets)

When multiple Captain vacancies exist at the time of a Staff Review, or exist within 120 calendar days of the most recent Staff Review, an additional review will not be necessary.

When multiple vacancies exist at the time of a Staff Review, or exist within 120 calendar days of the most recent Staff Review, Staff will present a ranked list of names to the Chief of Police so the Chief has six names to choose from for each promotion. (Example, if one vacancy exists, the Chief will receive a list of the six best candidates. If two vacancies exists, the Chief will receive a list of the seven best candidates. If three vacancies exist, the Chief will receive a list of the eight best candidates, etc.)

Whenever the eligibility list for Captain candidates is six or less, there will not be a Staff Review Process. The remaining names on the list will be forwarded to the Chief of Police in rank order. The Chief can choose anyone from the list and is not required to choose the top scoring candidate.

Section 24.9 Lieutenant Promotional Eligibility List/Captain Promotional Eligibility Pool

The top twenty (20) candidates for Lieutenant, as determined by the compilation of scores by the Personnel Department, will be placed on the Promotional Eligibility List for two (2) full fiscal years beginning July 1, of even numbered years and ending upon promotion or expiration of the list on June 30 two years after the list becomes effective. The top ten (10) candidates for Captain will be placed in the eligibility pool for two (2) full fiscal years beginning July 1 of even numbered years and ending upon promotion or expiration of the pool on June 30, two years after the pool became effective. Any candidate thus established on the promotional eligibility list or in the eligibility pool who is thereafter placed on disciplinary probation or disciplinary suspension shall not be eligible for promotion during the term of his or her suspension or probation. Should the candidate's disciplinary suspension or disciplinary probation end prior to the expiration of the list/pool, he or she shall assume his/her previous eligibility.

Section 24.10 Promotional Selection

The Chief of Police will make all promotions. He will make promotions to Captain from each alphabetical list of candidates submitted to him by command staff. He will promote in rank order from the top of the list, in making promotions from the Lieutenant's Eligibility List. All position vacancies in the ranks of Lieutenant and Captain shall be filled within thirty 30 days of the date the vacancy occurs, unless the list is exhausted before the end of the fiscal year.

Section 24.11 Major and Deputy Chief

A practical assessment exercise related to current law enforcement issues or management shall be required before a promotion can be made to the ranks of Major and Deputy Chief. Selections for promotion to Major shall be made from the rank of Captain.

Major Promotion Eligibility Requirements:

(a) To be a candidate for Major, an employee must have met the following requirements:

- 1) Must have been a Captain at least three (3) years at the time of the vacancy, with at least one year of supervisory experience in the Operations Bureau and at least one year assigned as a detective, investigator, inspector, or supervisor in one of the units listed in Article 9, §9.3, with the exception of the Additional Units. Anyone promoted to Captain prior to July 1, 2016, is exempt from the requirement to be assigned as a detective, investigator, or inspector.
- 2) Must have completed a Bachelor's degree.
- 3) Must not be on disciplinary probation or suspension.

(b) Major's Promotional Process:

- 1) All Captains applying for the promotion to Major shall submit an updated resume' to be reviewed and scored by the department review committee comprised of at least seven members of the Chief's command staff. Resumes shall be in a standardized format provided by the department. A uniform scoring system will be established by the Police Department with Personnel Department review. Additional points shall be awarded for advanced college degrees, and these points will be included in the resume score. The points are not added in after the final resume score is obtained. Additional resume points are not added for completion of the F.B.I. National Academy or Police Executive Research Forum training. A member of the Personnel Department shall be present during the review and scoring of resumes.
- 2) Points shall be added for service as a Captain. Each full year of service in the rank of Captain shall count as ½ point. The number of service points shall not exceed 10.
- 3) A practical exercise related to current law enforcement issues or management shall be administered by the Personnel Department. At least seven members of the Chief's command staff will score each candidate. ~~A member of the Personnel Department shall be present during the review and scoring of resumes.~~
- 4) The scores of the resume' review shall be weighted 45%, the scores of the practical exercise shall be weighted 45%, and the service points shall be weighted 10%.
- 5) A list of the four top scoring candidates, in rank order, shall be forwarded to the Chief of Police for promotional consideration. The Chief can choose anyone from the list and is not required to choose the top scoring candidate. In the event of a tie in the fourth place, both candidates shall be on the final list.
- 6) Each Major's promotional list shall remain in effect for sixty days from completion of the most recent Major's promotional process.

Deputy Chief Promotion Eligibility Requirements:

- (a) To be a candidate for Deputy Chief, an employee must have met the following requirements:
 - 1) Must have been a Major for at least one year at the time of the vacancy.
 - 2) Must have completed a Bachelor's degree.
 - 3) Must not be on disciplinary probation or suspension.
- (b) Deputy Chief's Promotional Process:

- 1) All Majors applying for the promotion to Deputy Chief shall submit an updated standardized resume' to be reviewed and scored by the Deputy Chiefs of the Police Department. A scoring system will be established by the Police Department with Personnel Department review. Additional points shall be awarded for advanced college degrees. Additional resume points are not added for completion of the F.B.I. National Academy or Police Executive Research Forum training. A member of the Personnel Department shall be present during the review and scoring of resumes.
- 2) A list of the top scoring five candidates, or if less than five, all candidates that apply, shall be interviewed by an Interview Board comprised of a Deputy Chief; a representative from the City Manager's Office; and one other interviewer selected by the Personnel Department and approved by the Chief of Police. The Personnel Department will monitor the interview board.
- 3) The interview board shall forward a list of the three top-scoring candidates in rank order from which the Chief of Police will make the promotion. The Chief can choose anyone from the list and is not required to choose the top-scoring candidate.

After all vacant Deputy Chief positions have been filled, the list shall become null and void.

Section 24.12 Other Issues

- (a) Applicants whose names appear on the Promotional Eligibility List will be allowed to attend specialized supervisory and/or management training offered by the department to prepare them for promotion to the rank they are seeking.
- (b) The positions of helicopter pilot, K-9 officer, documents examiner, and photographer, for the purposes of pay, will be assigned to the position of Sergeant or above by the Chief of Police.
- (c) Officers previously promoted to Specialist, Senior Police Officers or Detectives are eligible for reassignment to other duties upon request and with the approval of the Chief of Police. Any involuntary reassignment or transfer is grievable.
- (d) The purpose and intent of the Sergeant position is to provide career opportunity for tenured officers of the Oklahoma City Police Department. The intent is not to change the current assignments of officers who enter that position. However, the Chief of Police shall have the discretion to assign other duties within the position of Sergeant subject to past practice and voluntary transfer requests.

Section 24.13 Investigations Bureau

- (a) When vacancies exist within the functional job title of “*Inspector, Investigator, or Detective*”, those officers presently occupying one of those functional job titles will be given first opportunity to transfer into one of those vacancies.
- (b) Any vacancies remaining in the functional job titles “*Inspector, Investigator, or Detective*” following the exercise of the provisions of Subsection A, above, shall be advertised to the entire department. An announcement will be made to the entire Department regarding the vacancies in the functional job title of “*Inspector, Investigator, or Detective*” with a cut off date for those to respond in ten (10) working days, if interested. A “*work day*” shall be defined as 0800 hours to 1700 hours, Monday through Friday, excluding observed holidays.
- (c) Candidates for transfer into the functional job titles of “*Inspector, Investigator, or Detective*” who do not currently occupy one of those functional job titles must have attained the position of Sergeant.

Those officers who have attained the position of Sergeant and have provided the information listed in subsection (d) will constitute the eligibility pool of those who will be allowed to request transfer into the functional job titles of “*Inspector, Investigator, or Detective*”.

- (d) As vacancies are announced, candidates will notify the Chief of Police or designate of their intention to request a transfer to the functional job title of “*Inspector, Investigator, or Detective*” by providing to the Director of Training, the following information packet within ten (10) working days:
 - 1. Recommendations of three supervisors, the officer’s Lieutenant, Captain and Major in most instances;
 - 2. The officer’s last performance evaluation;
 - 3. Activity records for the previous twelve (12) months or a facsimile of such depending on the officer’s current assignment;
 - 4. Leave records for the previous twelve (12) months.
 - 5. A copy of two (2) arrest reports completed by the officer within the last twelve months that he/she considered to be his/her best reports.

Candidates must update the above information each time they wish to be considered for an announced vacancy. The Director of Training or his designee will delete all names and other identifiers from the packet of documents, then shall assign a control number in lieu of names to each packet. A control number list shall be maintained by the Director of Training. The packets will then be delivered to the Chief of Police or designee.

- (e) The Central Review Committee will be selected by the Chief of Police, or his designee, and be composed of three (3) Investigators, one (1) Lieutenant, and one (1) Captain which will be currently assigned to the Investigations Bureau. The Committee will be convened to review all candidate information packets

submitted in response to the posted vacancy announcement. The Committee will recommend the names of candidates for consideration which will double the number of vacancies posted. The Committee will forward their recommendations to the Office of the Chief of Police or designate for review and consideration.

- (f) The Chief of Police or his designate will review the information packets, the recommendations from the Committee, the control number and name list provided by the Director of Training, and will make the final selection of candidates to fill the vacant positions in the functional job titles of *“Inspector, Investigator, or Detective”*.

ARTICLE 25

SAVINGS CLAUSE

In the event any Article, Section or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically held invalid in the court's decision; and upon issuance of such a decision, the employer and the FOP agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 26

RIGHT TO LEGAL REPRESENTATION

All police officers who are sued for violation of constitutional rights while acting in the capacity of a police officer in which they are individually named as Defendants and punitive damages are sought shall have the right to representation by outside counsel. The officer shall be represented by private counsel who is approved by FOP Lodge 123 and the City Council as having expertise in the defense of police officers in civil rights actions.

The City agrees to pay the reasonable fees and costs for said services as set forth in the contract between the City and outside counsel and pursuant to 11 O.S § 23-101.

ARTICLE 27

EARNED LEAVE BUY-BACK

Section 27.1 During fiscal year ~~2018-2019~~ ~~2017-2018~~ only, the employer will buy-back up to forty (40) hours of earned vacation leave or sick leave from bargaining unit employees, at their regular straight-time hourly rate of pay. The buy-back program shall occur semi-annually in the months of November and May. Employees will be allowed to sell back sick leave, vacation leave, or any combination of their vacation leave or sick leave for a maximum buy-back of

twenty (20) hours per buy-back period. Under no circumstances will employees be allowed to sell back more than a total of twenty (20) hours of earned leave during any one buy-back period. Employees wishing to participate in the buy-back program must give written notice of their intent to participate on a form provided by the employer, and the number and type of earned leave hours the employee wishes to sell back. The notice must be given to the Police Department's Personnel Office prior to October 1st for the first buy-back period and prior to April 1st for the second buy-back period. Payment will be made in the first pay check in November, ~~2018~~ 2017 and May, ~~2019~~ 2018. The minimum withholding allowed by law will be withheld for this payment.

The earned leave buy-back program shall automatically expire on June 30 ~~2019~~ 2018, unless both parties mutually agree to its continuation. Employees who elect to participate in the Earned Leave Buy-Back Program are not eligible to participate in the Sick Leave Conversion Program.

Section 27.2 Plan B participants may sell back up to 100 hours of sick leave per fiscal year at their regular straight-time hourly rate of pay during their first four (4) years of participation in Plan B, and up to 200 hours of sick leave at their regular straight-time hourly rate of pay during their fifth (5th) year. Plan B participants who retire prior to the fifth (5th) year shall only be allowed to sell back a maximum of 100 sick leave hours for the fiscal year in which they retire.

Plan B participants are not eligible to participate in the Earned Leave Buy-Back or Sick Leave Conversion Programs.

ARTICLE 28

TRADE DAYS

Section 28.1: Bargaining unit members have the opportunity to trade days with other bargaining unit members, subject to the following conditions:

- (a) Only officers assigned to the Operations Bureau are eligible to participate in the trade days program; and
- (b) Officers desiring to trade days must be assigned to the same division and the same shift; and
- (c) Trade days must be traded within a 28-day work cycle; and
- (d) An officer is allowed to avail himself/herself of a shift exchange opportunity two (2) times per 28-day work cycle; and
- (e) All time exchanged in the trade days program shall be recorded as hours worked by the officer originally assigned to work that shift in accordance with the Fair Labor Standards Act (FLSA).

Section 28.2: Since the time needs to be tracked by the Division Time Keeper, the level of authority to approve the shift exchange shall be at a Captain's level at least. However, the Chief of Police retains the right to determine the level of authority at which trade days shall be approved.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2018.

THE CITY OF OKLAHOMA CITY

BY: _____
MAYOR

ATTEST:

CITY CLERK

FRATERNAL ORDER OF POLICE
LODGE 123

BY: _____
PRESIDENT

REVIEWED FOR FORM AND LEGALITY.

ASSISTANT MUNICIPAL COUNSELOR

ADDENDUM A

An employee is eligible for Step B pay of Police Officer Recruit after completing the Recruit Academy.

It is understood and agreed that advancement between steps in each classification should be based on acceptable performance, improved job skills, and length of service within the classification. Advancement to the next step shall occur upon completion of said officer's annual performance evaluation (anniversary date).

The performance of employees shall be evaluated at least annually and performance evaluation forms submitted to the Personnel Department for inclusion in the personnel history folder. Employees in the classifications of Major and Deputy Chief may receive pay increases upon approval of the department head's recommendation and completed performance evaluation which substantiates levels of performance sufficient to merit the increase. Pay increases for all other classifications shall be automatic unless the member is under disciplinary probation.

ADDENDUM A-1

PAY MATRIX

TITLE	RANGE		A	B	C	D	E	F	G	H	I	J	K	L
Recruit	116	H	22.26	25.25										
		M	3873.24	4393.50										
		Y	46478.88	52722.00										
Police Recruit – Lateral	120	H	27.18	27.79										
			4729.32	4835.46										
			56751.84	58025.52										
Officer	128	H	27.18	27.79	28.41	29.06	29.72	30.39	31.08					
		M	4729.32	4835.46	4943.34	5056.44	5171.28	5287.86	5407.92					
		Y	56751.84	58025.52	59320.08	60677.28	62055.36	63454.32	64895.04					
Sergeant	155	H	30.58	31.29	32.02	32.71	33.44	34.20	34.96	35.76	36.56	37.38	38.20	39.05
		M	5320.92	5444.46	5571.48	5691.54	5818.56	5950.80	6083.04	6222.24	6361.44	6504.12	6646.80	6794.70
		Y	63851.04	65333.52	66857.76	68298.48	69822.72	71409.60	72996.48	74666.88	76337.28	78049.44	79761.60	81536.40
Lieutenant	176	H	39.94	40.84	41.77	42.71								
		M	6949.56	7106.16	7267.98	7431.54								
		Y	83394.72	85273.92	87215.76	89178.48								
Captain	187	H	43.66	44.65	45.67	46.69	47.73	48.80						
		M	7596.84	7769.10	7946.58	8124.06	8305.02	8491.20						
		Y	91162.08	93229.20	95358.96	97488.72	99660.24	101894.40						
Major	198	H	49.92	51.04	52.20	53.36	54.56	55.81	57.03	58.33				
		M	8686.08	8880.96	9082.80	9284.64	9493.44	9710.94	9923.22	10149.42				
		Y	104232.96	106571.52	108993.60	111415.68	113921.28	116531.28	119078.64	121793.04				
Deputy Chief	200	H	59.64	60.97	62.35	63.74	65.19	66.67	68.16					
		M	10377.36	10608.78	10848.90	11090.76	11343.06	11600.58	11859.84					
		Y	124528.32	127305.36	130186.80	133089.12	136116.72	139206.96	142318.08					

Effective July 1, 2018

ADDENDUM A-2

WAGE SURVEY METHODOLOGY

The City of Oklahoma City and FOP Lodge 123, entered into a collective bargaining agreement for FY ~~2006-2007~~ 2017-2018, and are currently negotiating a collective bargaining agreement for FY ~~2007-2008~~ 2018-2019. One of the issues in negotiations concerns amendments to the market survey methodology. The parties have a past practice of utilizing a market survey methodology as the factor in determining appropriate wage levels for bargaining unit members, subject to the City's ability to pay. The market methodology dictates the comparison of the City's top rate of pay for each rank to the average of the top rates of pay for each rank in each of the ten (10) peer cities. In the event a peer city does not have a corresponding rank to compare to one of the City's ranks, then a "no match" is reported and that City is not factored in to that specific rank comparison.

To facilitate an agreement for FY ~~2007-2008~~ 2018-2019, bargaining team representatives for the City and the Union have agreed to compare the minimum and maximum base pay of police officers to that of previously established police officer ranks in the agreed universe of cities, with the following exceptions:

1. The comparison of the maximum base pay of the Oklahoma City - Police Sergeant will include the Tulsa - Police Corporal, Range PD 02, Step P pay rate.
2. The comparison of the maximum base pay of the Oklahoma City - Police Major will include the Nashville - Police Commander, Range ~~PS09~~ PF 13 pay maximum.

3. The comparison of the maximum base pay of the Oklahoma City - Police Officer, Range 128, Step G, will be compared to: Austin - Police Officer, Grade H, Step 80 pay rate; El Paso – Advanced Police Officer, Grade P2, Level 4 pay rate; Ft. Worth - Police Officer, Range X03, Step ~~G~~ 8; Kansas City – Police Officer, ~~Class 806, Range 30, Step H~~ Step 7; Nashville – Police Officer II, Grade ~~PS04~~ PF 04, Step 7th; Omaha – Police Officer, Class Code, 9010, Range 3 UP, Step F; St. Louis – Police Officer, ~~Base Pay, Year 8~~ Code 2514, Grade 69D, Base Pay, Year 8; Tucson – Police Officer, Grade 302, Step 8; Tulsa – Police Officer, Grade PD 01, Step P; and Wichita – Police Officer, Range 723, Step H.
4. The comparison at the Deputy Chief rank is a match to Assistant Police Chief at Austin, excluding the Chief of Staff position.
5. The comparison at the Police Major rank is a match to the Police Commander position at Austin.

The agreements made in this Memorandum of Understanding are made for the purpose of establishing the salary survey methodology to be used during negotiations for a collective bargaining agreement for fiscal year ~~2008-2009~~ 2018-2019, and successor collective bargaining agreements, unless the parties agree to a different process.

ADDENDUM B**LONGEVITY SCHEDULE**

Years of Service	Hourly Longevity Pay	Monthly Longevity Pay	Annual Longevity Pay
3	\$0.67	\$116.58	\$1,398.96
4	\$0.89	\$154.86	\$1,858.32
5	\$1.11	\$193.14	\$2,317.68
6	\$1.34	\$233.16	\$2,797.92
7	\$1.56	\$271.44	\$3,257.28
8	\$1.78	\$309.72	\$3,716.64
9	\$2.00	\$348.00	\$4,176.00
10	\$2.23	\$388.02	\$4,656.24
11	\$2.45	\$426.30	\$5,115.60
12	\$2.67	\$464.58	\$5,574.96
13	\$2.89	\$502.86	\$6,034.32
14	\$3.12	\$542.88	\$6,514.56
15	\$3.34	\$581.16	\$6,973.92
16	\$3.56	\$619.44	\$7,433.28
17	\$3.78	\$657.72	\$7,892.64
18	\$4.01	\$697.74	\$8,372.88
19	\$4.23	\$736.02	\$8,832.24
20	\$4.45	\$774.30	\$9,291.60

An officer rehired by the Oklahoma City Police Department may combine all years of service for purposes of longevity calculation. Longevity does not go into effect until the beginning of the fourth year and the maximum that can be received is twenty (20) percent. Longevity is calculated by taking one (1) percent of the beginning pay rate for Police Officer Recruit times the years of service. Employees previously assigned as Rangers prior to 7/1/89 shall enter this longevity plan with credit for all years of service as a Ranger.

Effective July 1, 2018

ADDENDUM C

INSURANCE

Management representatives for the City of Oklahoma City and the Fraternal Order of Police, Lodge 123, have reached tentative agreement on the following insurance issues for fiscal year ~~2018-2019~~ 2017-2018:

A. The City of Oklahoma City will continue to offer group health insurance through comprehensive health care (medical indemnity plan) as amended and Health Maintenance Organization provider (HMO plan) for fiscal year ~~2018-2019~~ 2017-2018.

B. HMO PLAN

1. (a) ~~Effective January 1, 2018~~ 2017, employees enrolled in the HMO plans shall make a monthly contribution toward the cost of providing the HMO, at the rate of 15% of the actual premium charged by the HMO for plan year ~~2018~~ 2017, (as based upon the plan design going into effect January 1, 2018). The monthly contribution shall be divided equally and withheld during the first two pay periods of each month. The monthly contribution is as follows for the following tiers:

Employee Only	\$119.24
Employee plus spouse	\$268.32
Employee plus child	\$208.70
Employee plus children	\$256.40
Employee plus spouse, plus children	\$369.70

(b) ~~Effective January 1, 2018, the parties adopt the level of benefits for the United Healthcare medical plan of N8V/N9V and prescription drug plan of ON7. The general features of these plans are as follows:~~

Calendar year deductible	
Individual	\$0
Family	\$0
Primary Care Physician (PCP) Office Visits	\$15 copayment
Specialist Physician (PCP) Office Visits	\$15 copayment
Inpatient Hospitalization	\$100 copayment/admission
Outpatient Surgery	\$50 copayment
Emergency Room Services	\$50 copayment
(\$0 if admitted as an inpatient from the ER)	
Annual out of pocket maximum	
Individual	\$1,500

Family	\$3,000
Retail Generic Formulary Prescriptions	\$10
Retail Brand Formulary Prescriptions	\$25
Retail Non Formulary Prescriptions	\$40
Mail Order Generic Prescriptions	\$20
Mail Order Brand Prescriptions	\$50
Mail Order Non Formulary	\$80

~~For other benefits available under these plans, please refer to plan documents N8V/N9V and ON7 from United Healthcare.~~

~~Should any legal restriction upon the term of this agreement make this addendum voidable, the parties can reaffirm their intent in a subsequent agreement.~~

- ~~2. (a) Effective May 1, 2018 e~~Employees enrolled in the HMO plans shall make a monthly contribution toward the cost of providing the HMO, at the rate of 15% of the actual premium charged by the HMO for plan year 2018, (as based upon the plan design going into effect May 1, 2018). The monthly contribution shall be divided equally and withheld during the first two pay periods of each month. ~~The monthly contribution is as follows for the following tiers:~~

The monthly contributions in effect on July 1, 2018, will remain in effect through December 31, 2018, as follows:

<u>Employee Only</u>	<u>\$113.41</u>
<u>Employee plus spouse</u>	<u>\$255.20</u>
<u>Employee plus child</u>	<u>\$198.49</u>
<u>Employee plus children</u>	<u>\$243.86</u>
<u>Employee plus spouse, plus children</u>	<u>\$351.61</u>

For plan year 2019, effective January 1, 2019, the monthly contribution is as follows for the following tiers:

Employee Only	\$113.41	<u>\$121.46</u>
Employee plus spouse	\$255.20	<u>\$273.32</u>
Employee plus child	\$198.49	<u>\$212.58</u>
Employee plus children	\$243.86	<u>\$261.17</u>
Employee plus spouse, plus children	\$351.61	<u>\$376.58</u>

- (b) Effective May 1, 2018, the parties adopt the level of benefits for the United Healthcare medical plan of N8V/N9V and prescription drug plan of ON7. The general features of these plans are as follows:

Calendar year deductible	
Individual	\$0

Family	\$0
Primary Care Physician (PCP) Office Visits	\$30 copayment
Specialist Physician (PCP) Office Visits	\$30 copayment
Inpatient Hospitalization	\$100 copayment/admission
Outpatient Surgery	\$50 copayment
Emergency Room Services	\$50 copayment
	(\$0 if admitted as an inpatient from the ER)
Annual out-of-pocket maximum	
Individual	\$1,500
Family	\$3,000
Retail Generic Formulary Prescriptions	\$15
Retail Brand Formulary Prescriptions	\$30
Retail Non-Formulary Prescriptions	\$65
Mail Order Generic Prescriptions	\$30
Mail Order Brand Prescriptions	\$60
Mail Order Non-Formulary	\$130

For other benefits available under these plans, please refer to plan documents N8V/N9V and ON7 from United Healthcare.

Should any legal restriction upon the term of this agreement make this addendum voidable, the parties can reaffirm their intent in a subsequent agreement.

3. The parties will continue to evaluate proposals with the intent of maintaining or improving benefit levels, through the HMO Selection Committee and the Joint Insurance Committee. Any changes made in benefit levels must be mutually agreed upon by the Fraternal Order of Police and The City.

C. INDEMNITY PLAN

1. Effective January 1, ~~2019~~ 2018, the City will provide the following medical indemnity plan benefit level through December 31, ~~2019~~ 2018, subject to additional changes approved in this Addendum and changes under Section C. The following changes to the medical indemnity plan have been approved:

- (a) *Employee Contributions*

The monthly contributions in effect on July 1, 2018, will remain in effect through December 31, 2018, as follows:

<u>Employee Only:</u>	<u>\$184.44</u>
<u>Employee plus spouse:</u>	<u>\$348.62</u>
<u>Employee plus child:</u>	<u>\$258.24</u>
<u>Employee plus children:</u>	<u>\$332.02</u>
<u>Employee plus spouse, plus children:</u>	<u>\$470.36</u>

Effective January 1, ~~2019~~ ~~2018~~, Employees enrolled in the Comprehensive Healthcare Plan (Medical Indemnity Plan) shall contribute a rate equivalent to 20% of the projected premium equivalent rates as calculated for the period ending, ~~June 2017~~ May 2018, (as reflected in the Blue Cross and Blue Shield of Oklahoma actuary report dated June 22, 2018, for plan year ~~2018~~ 2019 only. Premium equivalent rates for future years shall be established by the August immediately preceding the next plan year. Employees shall be notified of the projected premium equivalent rates and the required premium contribution prior to the annual open-enrollment period. The monthly contribution for plan year 2019 ~~2017~~ shall be based on the following tiers and shall be divided equally and withheld during the first two pay periods of each month. The monthly contributions are as follows.

Employee Only:	\$184.44	<u>\$184.68</u>
Employee plus spouse:	\$348.62	<u>\$349.04</u>
Employee plus child:	\$258.24	<u>\$258.55</u>
Employee plus children:	\$332.02	<u>\$332.42</u>
Employee plus spouse, plus children:	\$470.36	<u>\$470.93</u>

(b) *Deductibles*

Individual deductibles will be \$300 for non-network and \$250 for network providers. Family Deductible will be \$900 for non-network and \$500 for network providers.

(c) *Co-Payments*

Network Office Visit Co-payments will be \$15, which applies to the deductible, but not to coinsurance.

(d) *Co-Insurance*

Individual out-of-pocket maximum will be \$1000 in network plus deductible and \$3000 family out of network plus deductible.

(e) *Mental Health – Substance Abuse*

The Patient Protection and Affordable Care Act treats these benefits as other medical benefits. Deductibles, copayments, and co-insurance apply.

(f) *Outpatient Mental and Nervous*

The Patient Protection and Affordable Care Act treats these benefits as other medical benefits. Deductibles, copayments, and co-insurance apply.

(g) *Outpatient Hospital Services*

Same as in-patient services, coverage at 90% in network, with prior authorization.

(h) *Outpatient Surgery Services*

Same as in-patient services, coverage at 90% in network, with prior authorization.

(i) *Spinal Manipulation/Chiropractic Care*

There is a \$15.00 copay for chiropractic visits, which applies to the deductible, but not to coinsurance.

(j) *Preventative Care Allowable Maximums*

Coverage at 100% in-network for essential benefits pursuant to the Patient Protection and Affordable Care Act, and as determined by the United States Secretary of Labor.

(k) *Filing Requirements*

Claims must be filed within 12 months of date of service.

(l) *No-Claims Bonus*

The bonus for no claims filed against the Plan by the participating employee has been eliminated.

(m) *Breast Implants*

The City's medical indemnity plan will be amended to reflect that the removal of breast implants will be a covered medical expense if medically necessary and, will be covered consistent with other medical coinsurance benefit coverage.

(n) *Services Provided by a Christian Science Practitioner*

The City's medical indemnity plan will be amended to reflect that the plan covers services provided by a Christian Science Practitioner, if he or she is deemed by state law to be the same as a legally qualified physician and is

acting within the lawful scope of this license, subject to all plan provisions including deductible and coinsurance.

(o) *Coordination of Benefits -- Benefit Credits*

The City's medical indemnity plan will be amended to eliminate the practice of calculating a benefit "*credit*," for use at a later date within the plan year, when applying coordination of benefits provisions of the plan.

(p) *Hospice*

The City's health indemnity plan will be amended to define a Hospice Facility as a public or private organization licensed and operated according to the law, primarily engaged in providing palliative support, and other related care for a covered person diagnosed as terminally ill with a medical prognosis that life expectancy is six months or less. The Hospice must have an interdisciplinary medical team consisting of at least one physician, one registered nurse, one social worker, one volunteer and a volunteer program. A Hospice is not a facility or part thereof which is primarily a place for rest, custodial care of the aged, drug addicts, or alcohols, or a hotel or similar institution.

(q) *~~Co-payment~~ insurance Percentages*

The City's medical indemnity plan will be amended for the purpose of changing the co-payment percentages on services provided by non-PPO providers as follows:

The medical indemnity plan does not pay 30% of certain covered medical expenses of an individual when treatment, supplies or services are provided by a non-preferred provider (non-PPO) and a preferred provider (PPO) is available within the area. (Benefits are payable at 70% of those expenses from a non-PPO provider when a PPO provider is available in the area). The ~~co-payment~~ insurance amount will remain at 20% of certain covered medical expenses of an individual when a PPO provider is not available within the area. (Benefits will remain payable at 80% for those expenses). The ~~co-payment~~ insurance amount will remain at 10% for certain covered medical expenses of an individual that are provided by a PPO provider (Benefits remain payable at 90% for those expenses). When the 30%, 20% or 10% reaches the ~~co-payment limit~~ out of pocket maximum in a calendar year, this plan will pay a benefit equal to 100% of such reasonable and customary expenses incurred in the rest of that year.

(r) *Eligible Dependents*

The City’s medical indemnity plan document will be amended to redefine an eligible dependent as follows: An eligible dependent will mean a spouse; a common law spouse as defined by Oklahoma law; children to the age of 26 as provided under the Patient Protection and Affordable Care Act; unmarried children who are physically or mentally incapable of self-support on the date coverage would otherwise end. The word “*Children*” will include natural, stepchildren, adopted children, and children for whom the employee is the legal guardian and qualify as a dependent under the Internal Revenue Code.

(s) *Inpatient Hospitalization*

There is a \$50.00 copayment for inpatient hospitalization.

(t) *Emergency Room Services*

There is a \$50.00 copayment for emergency room services.

(u) *TMJ Benefits (temporomandibular joint disorder)*

There is a \$2,000 lifetime maximum benefit for the treatment of TMJ.

(v) *Hearing Benefits*

There is a \$500 maximum benefit for hearing benefits available to plan participants every 24 months.

(w) *Preferred Provider Network*

In plan year 2016, the preferred provider network is Blue Choice. Effective January 1, 2017, the preferred provider network will be Blue Preferred offered by Blue Cross and Blue Shield of Oklahoma.

2. The parties will continue to evaluate proposals to maintain or improve current benefit levels, through the Joint Insurance Committee.

D. PRESCRIPTION DRUG PLAN

Employees participating in the Prescription Drug Plan will pay the following co-pays during plan year 2019 ~~2018~~, effective January 1, 2019 ~~2018~~:

1.	Retail Generic Drug Co-pay	\$15.00
2.	Retail Brand Drug Co-pay	\$30.00
3.	Mail Order Generic Drug Co-pay	\$30.00
4.	Mail Order Brand Name Drug Co-pay	\$60.00

The formulary for the Prescription Drug Plan will be a closed formulary as defined by the Pharmacy Benefit Manager.

E. SECTION 125 CAFETERIA PLAN

For fiscal year 2018-2019 ~~2017-2018~~, the parties agree to continue participation in the cafeteria plan, authorized under Section 125 of the Internal Revenue Code, on the same terms now in effect.

ADDENDUM D

LABOR MANAGEMENT COMMITTEES

CITY OF OKLAHOMA CITY AND FRATERNAL ORDER OF POLICE, LODGE 123

1. Joint Labor-Management Committee will be formed during FY 2018-2019 ~~2017-2018~~ to address the following issues:
 - a) Evaluation of a total compensation formula prior to conducting the annual salary survey for the FY 2018-2019 ~~2017-2018~~ wage adjustment consideration. Such formula will be used to calculate the survey results;
 - b) Performance Measures/Evaluations;
 - c) Minimum Staffing Levels for Operations;
 - d) Travel Reimbursement Policy
 - e) Wellness Program
 - f) Professional Development and Training
 - g) Health Insurance Plan Options
 - h) Transfer Policy
 - i) Promotions
 - j) Hours of Work in Investigation Bureau and Administrative Bureau

One or more Labor-Management Committee(s) will be formed to address all the above issues. The Committee will consist of no more than three (3) members from Labor and no more than three (3) members from Management. Article 5, Section 5.4 will control F.O.P. committee member time off for committee work, provided time off is necessary.

2. The Labor-Management Committee will meet and submit any recommendations to the bargaining committee by March 1, 2019 ~~2018~~.

ADDENDUM E

POLICE OFFICER BILL OF RIGHTS

Section 1: The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against Police Officers received from any person.

Section 2: Whenever a member of this bargaining unit is under administrative investigation for allegations of misconduct and is subject to an interrogation or interview or a request for a written statement as part of an internal investigation by members of the police department, City attorney's office, or City Manager's office, for any reasons which could lead to the officer being disciplined in any manner, such interview or interrogation shall be conducted under the following conditions:

- A. If known, the officer shall be informed of the name of all complainants. Upon request, the officer under investigation shall be given a copy of a complaint or a statement of the factual allegations upon which the complaint is based if there is no written complaint.
- B. The Officer's Bill of Rights shall not apply to routine questioning or inquiries of officers by a supervisor during the normal course of duty unless the involved officer or supervisor determine that disciplinary action may occur as a result of the officer's activities. Preliminary discussions with supervisory personnel within the Police Department not involved in the investigation shall be limited to giving notice to the officer of the complaint received. Preliminary discussions shall not include questioning or require oral or written documentation about the complaint.
- C. The officer under investigation shall be informed of the rank, name, and command of the officer or official in charge of the investigation, the name of the interviewing official and all persons present during the interrogation or interview. All questions directed to the officer during the interview shall be asked by and through one and only one person at any time and the employee shall be given an opportunity to respond.
- D. The officer under investigation shall be informed the nature of the investigation is administrative prior to any interrogation.

The involved employee will be afforded his/her constitutional rights in an administrative investigation, in accordance with the "Garrity Decision". The employee will also have the right to consult with a representative of his choosing and have the representative present during any questioning or interviews. The representative is present to assist the employee, and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The

interviewer, however, is free to insist that he is only interested, at that time, in hearing the employee's own account of the matter under investigation.

- E. All interviewing shall be specifically, directly and narrowly related to the officer's actions which formed the basis for the investigation.
- F. Interviewing sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably required.
- G. The officer being interviewed shall not be subjected to any questioning intended to confuse or entrap the officer into providing conflicting responses or to offensive language or threatened with transfer, dismissal, or disciplinary action. An officer can be informed a failure to answer questions may result in disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
- H. The interviewing of the officer under investigation may be taped and/or recorded in written form at the discretion of the investigating officials. Officers under investigation may record the proceedings with the officer's own equipment at the officer's own expense. Records and tapes compiled by the City shall be retained by the city, and may be used at the discretion of the City in administrative hearings or for other administrative purposes.
 - 1. The FOP can request the employer make a presentation of the sustained allegations of an administrative investigation to the FOP Executive Board at step 4 of the grievance procedure, on behalf of an officer who has been disciplined in the form of a class III reprimand, demotion, loss of pay or termination, and has filed a grievance with the FOP under section 8.6, step 2, of the grievance procedure. Should the Executive Board need further information beyond the presentation, the FOP president (or designee) and the FOP attorney can meet with the employer and review the documentation of the investigation. The parties acknowledge the need for confidentiality of a personnel hearing at this stage of the grievance procedure. Only two FOP representatives shall be allowed to review an investigation for any single case. Should the grievance proceed to arbitration, the parties agree to continue their practice of exchanging information under an agreed protective order.

Section 3: An officer under administrative investigation shall receive written notification from the Chief of Police or his designee as to the status of the investigation and why it is still continuing if the investigation has not been completed within 90 days. The officer shall receive written notification for each 90 day period until the investigation is completed. An officer under investigation shall receive written notice from the Chief of Police or his designee as to the outcome of any investigation.

Section 4: No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the officer's employment, or threatened with any such treatment, by reason of an officer's exercise of rights granted by this Article.

Section 5: Prior to discipline that may include a Class III reprimand, demotion, loss of pay, or termination there shall be a pre-determination hearing. The officer shall be entitled to certain rights, including:

1. Written notice of the charges against him at least 10 days prior to the pre-determination hearing;
2. An explanation of the employer's evidence;
3. An opportunity to present his side of the story;
4. A choice of three due process options
 - a. A Departmental Review Board as outlined in Procedure 160.10.
 - b. A hearing chaired by the Chief's designee, or
 - c. Upon admission of guilt to all allegations, may appear before the Chief.
5. The right to a representative appointed by the FOP to assist him in the pre-determination hearing.
6. The right to call witnesses on his behalf and the right to personally respond to the allegations and evidence in the pre-determination hearing.
7. The right to examine any witnesses presented during the pre-determination hearing.
8. If an employee needs to continue the hearing in order to provide additional evidence, a reasonable opportunity shall be provided.

ADDENDUM F

OKLAHOMA CITY POLICE DEPARTMENT DRUG AND ALCOHOL TESTING

1. POLICY

The City of Oklahoma City (City) and the Fraternal Order of Police Lodge 123 (FOP), jointly recognize that as a condition of employment each employee must abide by the terms of the City of Oklahoma City's Drug Free Workplace Policy, Policy 245 Use of Intoxicants of the Police Operations Manual, Procedure 126 Use of Intoxicants in the Police Operations Manual; Rule 355.0 Consumption of Alcohol and Intoxicants of the Police Operations Manual, and the Drug and Alcohol Policy approved by the City Council on March 27, 1990, as amended and incorporated into this collective bargaining agreement, except to the extent that any provision of this Addendum conflicts with such in which case the provisions of this Addendum will control.

It is further the goal of this Policy to eliminate or absolve such substance abuse and to educate employees concerning the danger of substance abuse, provide assessment referral to appropriate counseling services and/or monitor employees with identified substance abuse problems. Any employee found using, possessing, selling, distributing, testing positive, or under the influence of an illegal chemical substance and/or alcohol during working hours will be subject to disciplinary action up to and including termination, according to the provisions of this Addendum, the above-referenced policies and/or the collective bargaining agreement, as applicable, unless the use or possession is necessary in the performance of an official assignment by the Police Department or a joint task force with the Police Department.

The drug and alcohol testing done by authority of this Addendum shall be done for administrative purposes only. Because the testing is compelled as a condition of employment, the results may only be used in administrative or disciplinary actions as set forth in this policy and no other.

2. SCOPE OF APPLICATION

The procedures outlined in this Addendum for drug and alcohol testing shall apply to all employees covered by the Collective Bargaining Agreement between the City of Oklahoma City and FOP, Lodge 123. Employees may choose to have a union representative present at any time during this process, except during sample collection, but the representative may not interfere or impede in the agreed process.

3. POSTING REQUIREMENTS

In addition to its inclusion in the collective bargaining agreement, each Police Department facility shall post a copy of this Addendum in a prominent place accessible to employees. In

addition, each employee and applicant, upon receiving a conditional offer of employment, shall be provided a copy of this Addendum.

4. EDUCATION AND GENERAL INFORMATION

Employees should know the dangers of substance abuse in the work place, including the City's policy regarding substance abuse and available assistance concerning such abuse.

The City of Oklahoma City has an Employee Assistance Program available to its employees. Through the Employee Assistance Program (EAP), the City will institute an educational program for all employees concerning the dangers of substance abuse in the work place. This education program will include the distribution of the City-wide policy regarding substance abuse, the danger of substance abuse in the work place, and the penalties that will be imposed for substance abuse violations occurring while on duty and/or on City premises. The City will also provide supervisory training to assist in identifying and addressing substance abuse in the work place.

Employees who voluntarily participate in the EAP, or are required to participate as a condition of continued employment, will be referred on a *confidential basis*. Participation in an assistance program may be covered by the employee's health insurance plan. However, any costs associated with the employee's participation in an assistance/rehabilitation program which are not covered by the employee's insurance plan will be borne by the employee. Accrued leave may be used during the time an employee is participating in an in-patient treatment program. Leave without pay may be granted for those employees who have insufficient accumulated leave to complete the program.

5. DRUG/ALCOHOL TESTING

The City of Oklahoma City Police Department will require testing for drugs and/or alcohol in the following circumstances, and the employee may choose to have a union representative present, but said representative may not interfere or impede in the process. The union representative may remain with the employee at all times while at the collection site, but shall not be present in the room while the employee is providing a sample. The FOP representative must report to the facility within either 60 minutes from the time of the employee's notification or 30 minutes of the employee's arrival for testing. If the FOP representative is not present with these times, the testing may proceed without the FOP representative.

Prior to testing, the employee will be required to sign a drug/alcohol testing consent form (attached hereto as "Attachment 1"). The consent form will include the time the employee left the worksite to travel to the testing facility. Failure or refusal to sign the consent form and to submit to testing will be cause for a conclusion of a "non-negative" test and appropriate disciplinary action up to and including termination may be administered in accordance with this policy and the CBA.

All testing shall be done in accord with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, Title 40, Okla. Stat., §§ 551 *et seq.*, and the regulations under said Act

implemented by the Oklahoma State Department of Health (DOH), and regulations of the Substance Abuse and Mental Health Services Administration (SAMSHA) as applicable per the DOH regulations.

5.1 Pre Placement Testing

All external applicants for police officer positions shall undergo drug and/or alcohol testing prior to assignment. Such notice shall be placed in each job application announcement. Job applicants shall only be tested after a conditional offer of employment is made. Refusal to undergo a test, or a confirmed positive test, shall result in a withdrawal of a conditional offer of employment.

5.2 Reasonable Suspicion Testing

- A. If objective evidence exists establishing reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse or violation of this policy, the employer will require the employee to undergo a test consistent with the conditions set for in this Addendum. Reasonable suspicion testing shall be initiated after the circumstances are reviewed and agreed upon by at least two (2) supervisor level personnel (Lieutenant, Captain, Major, Deputy Chief, or Chief). However, only one supervisor is necessary to require an employee to submit to drug/alcohol testing if an officer observes the employee ingest, smoke or use a controlled substance or alcohol. Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion.
- B. If reasonable suspicion exists, the employee must be prohibited from working or continuing to work and should be placed on administrative leave with pay. Written documentation of the observations of the officer/supervisor leading to a drug and/or alcohol test shall be created prior to the end of the shift in which the behavior was observed and forwarded to the Chief's office. Additionally, when possible, the officer/supervisor should communicate the basis for the reasonable suspicion to an Assistant Municipal Counselor through the Chief or his designee, prior to requiring such a test.
- C. The employee shall be transported immediately to the designated testing facility by a supervisor. The employee will not be permitted to return to work prior to receiving the results of the drug/alcohol test. The supervisor shall make arrangements for safe transportation to the employee's residence or a place selected by the employee or a relative or friend of the employee, if the employee appears incapable of making a selection.
- D. If the results of the drug/alcohol test prove to be negative, the employee shall be returned to work. If the drug/alcohol tests prove to be positive, the process of Section 14 of this Addendum shall apply.

5.3 Random Testing

- A. All sworn employees are subject to random drug testing in accordance with this Addendum.
- B. All sworn employee names will be provided to the testing agency for placement into a computer program for random selection. A random list containing ninety-one (91) names of sworn personnel employed by the Oklahoma City Police Department shall be generated by the testing agency at the beginning of each quarter and shall be known as the random list. The random list shall be provided in a sealed envelope marked as confidential to the Personnel Department drug testing coordinator. The Personnel Department's drug testing coordinator shall keep the random list in a secure location to which only this individual has access, and the random list shall remain completely confidential to only this individual. The drug testing coordinator shall review the random list daily to determine which employees on the random list are on-duty by confirmation with the Deputy Chief of the Administration Bureau or his designee, who shall notify the selected employee's supervisor informing the supervisor to ensure the employee reports as soon as possible to the identified testing facility. The Deputy Chief of the Administration Bureau or his designee, shall ensure that on-duty employees are scheduled for the random testing during the first shift available, and he/she will have flexibility in scheduling during that shift. All employees on the random list must be tested during that quarterly period, or on the first shift assigned to work thereafter, not to exceed 15 days after the end of the quarter. The drug testing coordinator shall indicate on the random list the date and time the Deputy Chief of the Administration Bureau or his designee, and the employee's supervisor was notified. In cases where an employee is on leave time for the entire quarterly period, they will be stricken from the random list for that quarterly period and a notation will be added to the list explaining why the individual was removed. A representative from Lodge 123 will review the random list every quarter, upon the completion of testing of each individual on the random list, to verify the selections ensuring that no employee is being unfairly singled out or protected. In all cases, the names on the random list shall not be disclosed to anyone other than the drug testing coordinator and the Deputy Chief of the Administration Bureau or his designee, prior to the individual being directed to testing.
- C. Employees selected for random testing shall report as soon as possible to the testing facility upon notification from their supervisor. Prior to the test, the employee will be required to sign a drug/alcohol testing consent form.
- D. The sample will be collected in accordance with Section 6 of this policy.
- E. The Occupational Health Manager, located in the City's designated medical facility, shall receive and retain all drug and alcohol testing related information, and provide the results to the Labor Relations Division of the Personnel Department. Drug/alcohol test results will only be disclosed to those persons who have a "need to know". The laboratory will advise no one, other than the Medical Review Officer, of

- results. The Medical Review Officer can only release the results of a positive drug test to the Employer through the Occupational Health Manager once the Medical Review Officer has completed his/her review, and analysis of the laboratory's test, and an interview with the employee involved.
- F. Willful disclosure of test results to persons not involved in the disciplinary procedure or who do not have a need to know, or failure to uphold the strictest confidentiality in dealing with the random list, or tampering with the random list, or intentionally deviating from these procedures shall result in appropriate disciplinary action, up to and including termination.
 - G. The parties agree the City shall use its current practice of requiring Random Drug Testing wherein a 50% equivalency (45 officers) of individuals on the random list are tested for the 5 panel drug screening as provided for under Section 8; a 25% equivalency (23 officers) of individuals on the random list are tested for alcohol, and a 25% equivalency (23 officers) of individuals on the random list are tested for both the 5 panel drug screening and alcohol.

5.4 Post Accident Testing

- A. Post vehicle collision (as defined in Procedure 132.11) drug and alcohol testing shall be conducted on employees involved in a vehicle collision resulting in death or an injury to a non-department employee. For the purpose of this section, an injury is defined as a non-department employee being transported from the vehicle collision by ambulance to a hospital.
- B. All other accidents or collisions will be evaluated for drug and alcohol testing by the standards of reasonable suspicion, as defined in Section 5.2 of this Addendum.
- C. Employees subject to post accident or collision testing shall be tested for drugs and alcohol after an accident or collision.
- D. If such testing cannot be administered within two (2) hours of an accident, the supervisor shall prepare and maintain a written record of the reasons. After eight (8) hours, such efforts to administer testing shall cease and a copy of the written record shall be forwarded to the City's Occupational Health Manager through the Chief/designee.

5.5 Post-Rehabilitation Testing

The City of Oklahoma City Police Department may require an employee to undergo drug or alcohol testing without prior notice for a period of two (2) years, after the employee's return to work following a confirmed positive test, or following participation in a drug or alcohol dependency program ~~under a City benefit plan or~~ attended on a mandatory basis, as a condition of continued employment. Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this policy.

6. SAMPLE COLLECTION

The collection and testing of the urine or breath samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the State Department of Health (DOH) and the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory used shall also be one whose procedures are periodically tested by the DOH and/or SAMHSA. The results of employee tests shall be made available to the Medical Review Officer, who is a physician.

Collection of urine samples shall be conducted in a manner, which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by DOH and SAMHSA. City agrees that it will make every effort to respect the privacy and dignity of the employee during the testing process, and City agrees to make any reasonable accommodation necessary to aid the employee in the testing process.

The Union and the Employer agree that security of the biological urine sample is absolutely necessary; therefore, the Employer agrees that if the security of the sample is compromised before a confirmatory test, test results shall be invalidated.

Urine samples will be submitted as per DOH standards. The employee shall have the right to notify his/her FOP representative and have representation at the testing facility, provided the representative can report to the facility within either 60 minutes from the time of the employee's notification or 30 minutes of the employee's arrival for testing. If the FOP representative is not present with these time periods, the testing shall proceed without the FOP representative.

A split urine sample for drug screening shall be reserved in all cases for an independent analysis in the event of a challenge to a positive test result of the main specimen. All samples must be stored in a scientifically acceptable, preserved manner as established by DOH and SAMHSA. All positive confirmed samples and related paperwork must be retained by the confirmatory testing facility for a minimum of one year. Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

7. CHALLENGING TEST RESULTS

Employees wishing to challenge the results of the City's test as provided for in, 6. *Sample Collection*, above, must do so at his/her own expense and in accordance with the standards set forth by DOH and SAMHSA.

8. DRUG TESTING

The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within DOH standards. The initial test shall use an immunoassay, which meets the requirements of the Food and Drug Administration (FDA) for commercial distribution. The substances for which tests may be given includes the related metabolites:

- 1.) Marijuana
- 2.) Cocaine
- 3.) Amphetamines
- 4.) Opiates and semi-synthetic and synthetic narcotics
- 5.) Phencyclidine (PCP)

If initial testing results are negative, testing shall be discontinued. Only specimens identified as positive on the initial test shall be confirmed using the Gas Chromatography/Mass Spectrometry (GC/MS) techniques as provided within the DOH and SAMHSA standards. If confirmatory testing results are negative, all test results are considered negative.

9. ALCOHOL TESTING

A breath-alcohol testing device shall be used to screen for alcohol use. A testing facility certified by the Oklahoma Department of Health shall perform the testing. Initial test results less than .020 shall be considered negative. Initial test results of .020 or higher shall require confirmatory testing. Confirmatory testing less than .020 are considered negative. Confirmatory testing of .020 or higher are considered positive.

10. MEDICAL REVIEW OFFICER

The City of Oklahoma City shall engage the services of a State Board of Health qualified Medical Review Officer who must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Officer shall be familiar with the characteristics of drug tests, the laboratories running the tests and the medical conditions and the work exposures of the employees. The role of the Medical Review Officer will be to review and interpret all non-negative test results. No test shall be confirmed positive until the Medical Review Officer examines alternate medical explanations for the results. This action shall include conducting an interview with the affected employee, review of the employee's medical history, examining the possibility that any positive drug tests could be the result of an exposure in the line of duty, and review of any other relevant biomedical factors. The Medical Review Officer must review all documents made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication, and he/she must also review any work related explanation for a confirmed positive test result. The Medical Review Officer is the only person who may advise the Employer, through the Occupational Health Manager, of an employee's positive test result.

11. LABORATORY RESULTS

The laboratory will report all negative test results to the Occupational Health Manager. The laboratory will advise no one, other than the Medical Review Officer of any non-negative test results. Once the review and analysis of the laboratory's test has been completed, the Medical Review Officer may only release the results of a positive drug test to the employer through the Occupational Health Manager. The results of a positive drug test can only be released to the Employer by the Medical Review Officer once he has completed his review and analysis of the laboratory's test. All negative test results will be reported from the lab or Medical Review Officer directly to the Occupational Health Manager. The Occupational Health Manager will file the negative test results in the appropriate files until they are destroyed per the city's document retention policy, and said records are considered as confidential medical and personnel records.

12. COSTS ASSOCIATED WITH TESTING

The City of Oklahoma City Police Department is responsible for costs associated with drug or alcohol testing. However:

- 1.) If an employee requests a retest to challenge the findings of a confirmed positive test, the employee is responsible for the cost of the test, unless that test is negative, in which case the City of Oklahoma City Police Department is responsible for the cost and for reimbursing the employee for the cost of the test.
- 2.) Any test requested by the City of a current employee must be performed during or immediately contiguous to the employee's scheduled work period, if reasonably possible. If this process extends beyond the employee's scheduled work period it will be deemed compensable work time as applicable under the Fair Labor Standards Act (FLSA).
- 3.) In the event that the challenge results in a negative result, the City will reimburse the employee for the incurred expense.

13. REFUSAL TO UNDERGO TESTING/TAMPERING WITH SAMPLE

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action up to and including termination. Refusal, as used in this policy, means that the employee will not provide a sample for testing, does not arrive for a scheduled drug or alcohol test without having been excused or will not leave their worksite after having been required to proceed to the testing facility. Employees found supplying or attempting to supply an altered sample or a substitute sample, not their own, by alternative means, shall be subject to disciplinary action, up to and including termination.

14. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Any employee who tests positive for drugs or alcohol shall be evaluated and counseled by an EAP counselor. Subsequent to this counseling, an employee shall be given one opportunity during the employee's career to continue employment after an initial occurrence of a positive drug or alcohol test, provided that if the employee has a second positive test for alcohol or as a result of addiction to a medically prescribed drug for treatment for an actual, medically documented injury, the Chief may determine to allow the employee an additional opportunity to retain employment with discipline and/or counseling. Any other second positive test shall result in the employee's termination per Section 15. Non-probationary employees who test positive and successfully complete a rehabilitation program will be afforded continued employment contingent upon the employee being required to undergo random periodic drug and/or alcohol post-rehabilitation testing for a period of two (2) years, and satisfactorily participating and completing the Employee Assistance Program. If in-patient rehabilitation treatment is required, the employee may be permitted to use leave under the Family and Medical Leave Act (FMLA), which includes accrued vacation leave and sick leave. Compensatory time may be used for an FMLA reason but cannot be applied toward FMLA leave.

An employee may voluntarily enter rehabilitation without a requirement or prior to notification of testing. Employees who enter a program of their own initiative shall not be subject to the two-year, post-rehabilitation testing; however, they will continue to be subject to random testing in the same manner as all other sworn employees. To the extent that there are treatment and rehabilitation costs over and above the employee's insurance coverage, the difference shall be the responsibility of the employee.

If an employee subject to post-rehabilitation random testing tests positive any time during the twenty-four (24) month, period, they shall be subject to disciplinary action up to and including termination.

If any employee has completed a treatment regimen set forth by a physician as a result of a documented on-the-job injury and the treatment regimen included the prescription of an addictive or habit forming drug, and if the drug is no longer prescribed and the employee tests positive for that drug, or if the Medical Review Officer determines in his/her professional opinion that the drug being abused is a result of the OJI treatment regimen, then the employee will not be subjected to the disciplinary standards of this policy. The employee will be required to submit to a treatment and recovery program as prescribed by the EAP counselor. Upon completion of the prescribed treatment and recovery program, the employee will be subject to the two-year post-rehabilitation testing period. In these cases, an employee who has successfully completed the prescribed treatment and recovery program and post-rehabilitation testing may petition to have his/her medical file purged of any reference to his/her drug problem immediately upon completing the post-rehabilitation testing period.

15. DISCIPLINARY ACTION

The City of Oklahoma City shall not take disciplinary action against an employee who tests positive for drugs or alcohol unless the test results are confirmed by a second test performed on the same sample, using one of the methods prescribed in this policy. After a first positive test in an employee's career, the employee shall be given one opportunity to successfully complete a rehabilitation program and continue employment, per Section 14. On a second positive test in an employee's career for alcohol or as a result of addiction to a medically prescribed drug for treatment for an actual, medically documented injury, the Chief shall determine the appropriate discipline, up to and including termination. Any other second positive test shall result in the employee's termination.

If an employee refuses to test or tampers with a test in violation of the provisions of this policy, he or she will be subject to discipline up to and including termination.

At no time shall the City of Oklahoma City discipline an employee who tests positive as a result of said employee's lawful exposure to or contact with drugs or alcohol. An officer shall be expected to explain any lawful exposures arising out of the course and scope of the employee's job, if not documented in official police reports.

Continued employment after a first positive test shall be contingent upon the employee being required to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years, and satisfactorily participating and completing the Employee Assistance Program. If in-patient rehabilitation treatment is required, the employee may be permitted to use leave permitted under the Family Medical Leave Act (FMLA), which includes accrued vacation leave, sick leave, and compensatory time.

16. DUTY ASSIGNMENT AFTER TREATMENT

Once an employee successfully completes rehabilitation, and/or obtains a release to return to work, from the treatment provider he/she shall be returned to full-duty upon submission to the Labor Relations Division of a negative drug and/or alcohol test obtained at the employee's expense. However, management reserves the right to determine the suitability of the officer's full-duty assignment as it pertains to drug and/or alcohol exposure. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee successfully completed the program, the employee may petition to have his medical file purged of any reference to his/her drug or alcohol problem. Such information should at no time be a part of or included in the employee's personnel file.

17. RIGHT OF APPEAL

The employee has the right to challenge the actions of management alleged to be in violation of this Addendum, the results of the drug and/or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this agreement is grievable under Article 8.

18. CONFIDENTIALITY

The City of Oklahoma City shall maintain confidentiality in the administration of the drug and alcohol testing program and shall treat all tests and all information related to such tests, including interviews, memoranda, reports and statements as confidential, except where release of information is required under the Open Records Act.

- 1.) All records to drug/alcohol testing shall be kept separated from personnel records.
- 2.) Such records may not be used in any criminal proceeding or civil or administrative action, except in actions taken by the City of Oklahoma City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records.
- 3.) Records shall be the property of the City of Oklahoma City and will be made available to the affected applicant or employee for inspection and copying upon written request.

OCPD

Drug And Alcohol Consent Form

In compliance with the collective bargaining agreement between the City of Oklahoma City and FOP, Lodge 123 the undersigned employee shall appear for drug and/or alcohol testing at the Professional Office Building Laboratory at St. Anthony Hospital.

Employee Name

Employee ID#

Shift

Supervisor Name Print

Supervisor Signature

Departure Time

I consent to provide a urine and/or breath sample for a pre-employment, random, post accident, post rehabilitation or reasonable suspicion drug and/or alcohol test. I further consent to allow the laboratory at St. Anthony Hospital to make the results of the test available to the City of Oklahoma City Occupational Health Clinic and/or Medical Review Officer, Dr. Randy Morgan.

Employee Signature

Date