

AN AGREEMENT WITH:

THE CITY OF BROKEN ARROW, OKLAHOMA,  
A Municipal Corporation

and

FRATERNAL ORDER OF POLICE  
Lodge No. 170

FISCAL YEAR 2024-2025

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## ARTICLE 1

### PURPOSE OF AGREEMENT

Pursuant to Title 11, Section 51-101 et seq. it is the intent and purpose of this Agreement, entered into by and between THE CITY OF BROKEN ARROW, OKLAHOMA, hereinafter referred to as EMPLOYER, and LODGE NO. 170, FRATERNAL ORDER OF POLICE, hereinafter referred to as LODGE, to achieve and maintain harmonious relations between the parties hereto, to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement and to establish wages, hours and other terms and conditions of employment.

## ARTICLE 2

### AUTHORITY AND TERM

Section 1. The Employer and Lodge have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall be effective as of the 1<sup>st</sup> day of July 2024 and shall remain in full force and effect until midnight the 30<sup>th</sup> of June 2025 in accordance with the provisions of the Fire and Police Arbitration Act.

## ARTICLE 3

### RECOGNITION

Section 1. The City of Broken Arrow recognizes the Fraternal Order of Police Lodge #170 as the exclusive bargaining agent for all employees covered by this agreement.

Section 2. The term employees as used herein shall be all fulltime commissioned officers of the City of Broken Arrow Police Department but does not include, for the purposes of exclusive recognition, the Police Chief, and Administrative Assistant to be designated by the Police Chief and in certain circumstances probationary employees. A fulltime commissioned police officer is an officer who is scheduled to work at least 40 hours in a work week and who is

certified as a law enforcement officer by the Council on Law Enforcement, Education and Training.

The parties acknowledge that City of Broken Arrow Code of Ordinances and personnel rules require that new employees of the Police Department serve a one-year probationary period from the date of hire. At the discretion of the Chief of Police, the probationary period may be extended up to an additional three (3) months for those employees who exhibit difficulty in properly responding to training during the Broken Arrow Police Academy and/or Field Training Program. The probationary period is defined as a trial period considered as part of the selection process during which a new employee is required to successfully demonstrate his or her ability to perform the duties required of the position.

To ensure compliance with relevant state law and with the intent and purpose of the City of Broken Arrow Code of Ordinances and personnel rules probationary employees who have become full time commissioned officers, as defined by this section, but have not completed the one year employment probationary period shall be covered by the labor agreement only to the extent required by state law. Fulltime commissioned officers who have not completed the employment probationary period as required by the City of Broken Arrow Code of Ordinances and personnel rules, and noted in Section 2 above, shall not be provided any grievance rights pertaining to any form of discipline up to and including dismissal within the agreement until the probationary period has been successfully completed as required by the City of Broken Arrow Code of Ordinances and personnel rules.

Probationary employees who have not become fulltime commissioned officers, or have not met provisions as noted in Section 2 above, shall not be covered by the labor agreement.

#### ARTICLE 4

#### MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of the Agreement are retained by the Employer and remain exclusively without

limitations, within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the ordinances and regulations promulgated there under:

- A. To determine Police Department policy, including the right to manage the affairs of the Police Department in all respects, except as stated above;
- B. To assign working hours, including the use of voluntary or mandatory overtime as determined necessary for adequate staffing levels for Officers per shift to properly meet the department's mission to ensure citizen safety, protection of properties as well as employee safety;
- C. To direct the members of the Police Department, including the right to hire, promote or transfer any bargaining unit member; and, to terminate, suspend, demote or otherwise discipline any bargaining unit member for just cause;
- D. To determine the table of organization of the Police Department, including the right to organize and re-organize the Police Department and the determination of job classifications and ranks based upon duties assigned;
- E. To determine the safety, health and property protection measures for the Police Department;
- F. To allocate and assign work to police officers within the Police Department;
- G. To be the sole judge of the qualification of applicants and training of new employees;
- H. To schedule the operations and to determine the number and duration of hours of assigned duty per week, including the right to establish processes involving Officer voluntary or mandatory call back, call back roster establishment and roster tracking/maintenance; (also, see Article 23)
- I. To establish and enforce Police Department rules, regulations and orders;
- J. To introduce new, improved or different methods and techniques of operations of the Police Department or to change existing methods and techniques;
- K. To determine the amount of supervision necessary;
- L. To control the departmental budget;

- M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

## ARTICLE 5

### PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operations and administration of the Broken Arrow Police Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of such Agreement.

## ARTICLE 6

### PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being part to such activities. The Lodge shall not be in breach of Agreement where the acts and actions heretofore enumerated are not caused or authorized by the Lodge. Lodge shall not aid or assist any person or parties engaged in the above prohibited conduct, by giving direction or guidance to such activities and conduct, or by providing funds, financial and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, the Lodge may provide legal representation.

Section 2. Upon notification confirmed in writing by the Employer to Lodge that certain of its members are engaging in an alleged wildcat strike, the Lodge shall, within a reasonable time period, in writing, order such members to return to work at once and provide the Employer with a copy of such an order and an officer of the Lodge shall publicly order them to return to work. Such characterization of the strike by the Employer shall not establish the nature of the strike. Such notification by the Lodge shall not constitute an admission by it that the alleged wildcat strike is in progress or has taken place or that any particular member is or has engaged in an alleged wildcat strike. The notification shall be made solely on the representations of the

Employer.

ARTICLE 7  
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation 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, governance, management, or administration of either party hereto, or by change geographically of the place of business or the seat of government or either party hereto.

ARTICLE 8  
SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in rank. It shall commence from the date on which the Employee was hired as a police officer, upon satisfactory completion of one (1) year probationary period.

Section 2. Where two (2) or more employees are hired on the same date, their relative seniority standing shall be determined in the order of their employment application. When two (2) or more officers are promoted on the same date, their seniority shall be determined by their ranking on the promotion list. Provided, if two (2) or more officers are tied on the promotion list and are promoted on the same date, their relative seniority standing shall be determined by the date of their employment application.

Section 3. Seniority shall be lost upon the occurrence of any of the following:

- A. Discharge, if not reversed;
- B. Resignation;
- C. Unexcused failure to return to work upon the expiration of a formal leave of absence; from a notification of return to work after layoff; after having been laid off for a period of twelve (12) months.
- D. Retirement.



Section 4. Bargaining unit members demoted in rank shall have their seniority adjusted to reflect their years of service at the greater rank(s) included in their years of service at the newly assigned rank.

## ARTICLE 9

### MANAGEMENT-BARGAINING AGENT MEETINGS

Section 1. The City Manager or designated representative and the president of the Lodge or designated representative shall meet at the request of either party any time or place mutually agreed upon. If at any such meeting, either party shall request a progress report on a particular subject or problem, the requested party shall deliver the report at the next Management-Bargaining Agent meeting.

Section 2. The purpose of such meeting shall be to encourage and facilitate communication between the parties and to determine recommendations concerning all problems of mutual concern, including but not limited to potential grievance situations.

Section 3. The function of these meetings shall neither supersede, nor limit the provision of this Agreement relating to the grievance procedure. These meetings shall not be used to circumvent the collective bargaining process or the grievance procedure established herein.

## ARTICLE 10

### UNION BUSINESS

Section 1. Any employee elected as an officer of the Lodge or as a delegate to a Lodge activity pertaining to Lodge business shall be granted a leave of absence without pay, subject to the staffing requirements of the Department. Written notice for such a leave shall be forwarded to the Chief of the Broken Arrow Police Department at least five (5) business days in advance for his or her approval.

In lieu of a leave of absence without pay elected officers of the Lodge may utilize a one hundred sixty (160) hour paid leave bank to attend national, state or local FOP conventions, conferences, meetings and/or seminars. The paid leave bank shall not exceed one hundred sixty

(160) hours during the term of the agreement. Use of the paid bank shall be subject to the scheduling priorities described in this section.

Section 2. It is agreed by the Employer that members of the negotiating team shall be allowed time off with pay for all meetings which are mutually set by the Employer and the Lodge. For the purposes of this Article, the negotiating team shall not exceed four (4) members plus the Lodge President.

Section 3. The duly elected grievance committee may be granted up to four (4) hours, without loss of pay, during any one work week, for the purpose of investigating and/or processing alleged or actual grievances from members of the bargaining unit. Such time may be accumulated up to a maximum of four (4) hours. Such time shall be requested and approved by the appropriate Major and shall be scheduled such that the Police Department operations are not impeded by the absence from duty.

Section 4. The Lodge may have a bulletin board within the Police Station, its size not to exceed 4' X 6' and with a location in close proximity to the Patrol Division Squad Room, placement will occur in a mutually agreed upon location. It is for notices concerning Lodge, educational, recreational and social affairs and such other matter as may be agreed upon by the Lodge, and material shall be signed by an officer of the Lodge. It shall be the responsibility of the Lodge to maintain the materials they post, to insure that the posting of such material is limited only to the bulletin board.

It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purposes of this Article, political shall be defined to include matters dealing with the administration of public affairs or pertaining to the political activities at the local, state or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed towards the administration of the police department, local government, or toward elected officials of the City of Broken Arrow.

## ARTICLE 11

### REDUCTION IN FORCE

In case of a personnel reduction, the employee with the least seniority will be laid off first.

In determining seniority for the purpose of personnel reduction, only the length of continuous service as a Broken Arrow Police Officer, regardless of rank, shall be counted. Generally, no new employee will be hired until the laid off employee list is exhausted as to each available opening subject to the following requirements:

- A. At the time of layoff only accrued vacation, holiday and compensatory time shall be paid. Accrued sick leave shall be retained but will not be paid. All other benefits shall cease.
- B. All federal obligations due under COBRA health care continuation legislation shall be offered in accordance with the federal statute.
- C. Laid off employees shall possess limited recall rights for a period of twelve (12) months from the date of layoff notification as follows: should a full-time opening occur within the employee's classification the laid off employee will be notified in order of seniority by registered or certified letter to the last known mailing address.
- D. During such period of layoff there shall be no accrual of any contractual benefit except seniority as set forth in Article 8, Section 3c or except as may be required by applicable federal or state law.
- E. Bargaining unit members affected by a reduction in force will be notified at least 30 calendar days in advance of the date of the layoff.

## ARTICLE 12

### GRIEVANCE PROCEDURE

Section 1. The Lodge or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. Filing a grievance with the City shall be defined as submitting a written grievance to the grievant's immediate supervisor or if the immediate supervisor is unavailable a superior officer. If the FOP is filing a grievance it shall be submitted to the Police Chief or designated Administrative Assistant and be discussed with the Chief or designated Administrative Assistant simultaneous to its filing.

Section 2. The Lodge President or his or her authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence. If the impending grievance is settled at this stage, the settlement shall be in writing.

Section 3. Any controversy between the Employer and the Lodge or any employee concerning the interpretation, enforcement of or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

- A. If a grievance is filed by the employee, simultaneous with its written filing with the City as described in Section 1 the grievance shall be discussed by the employee with his or her immediate supervisor or the next officer in the chain of command. Said Employee's Lodge President, or alternate, shall be present at said discussion. The answer to the grievance shall be submitted in writing by the supervisor or next higher ranking officer, within five (5) business days to the Police Chief or his/her designee, to the Employee(s) involved and to the Lodge President.
- B. The supervisor will respond to those issues where that authority has been generally designated by the Police Chief. If they have not been so designated, they shall simply respond in writing that they do not have the authority to act on the grievance. In any case, the City/Police Chief shall not be bound by the supervisor's grievance response and shall have seven (7) days to notify the employee and/or the FOP in writing that the response is unacceptable and therefore void, or in the alternative, that the grievance response answer to the employee or Union is modified as noted in the Chief's response.
- C. If the grievance is not settled by the provision of Section 3A and B, the grievant shall submit in writing to the Lodge Grievance Committee the grievance within fifteen (15) business days from the date of the supervisor's response. The Lodge Grievance Committee shall determine, in its sole discretion and judgment within

fifteen (15) business days of the date of the supervisor's response, whether or not a grievance exists within the terms and condition of this agreement.

1. If the Lodge Grievance Committee finds a grievance does exist, the Committee shall submit the grievance, in writing, within the above stated fifteen (15) business days to the Police Chief for adjustment.
2. If the Lodge Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary. The Lodge shall notify the City in writing within the above stated fifteen (15) business days of its decision not to proceed with the grievance.

D. The Police Chief's answer shall be submitted in writing to the Employee(s) involved and to the Lodge Grievance Committee within ten (10) business days from receipt of the Lodge's grievance. If the grievance has not been settled in the determination of the Lodge, then it then shall be sent to the City Manager for adjustment within fifteen (15) days of receipt of the Chief's response.

E. The City Manager's answer shall be submitted, in writing, to the Chief of Police, the employee involved (as applicable), and the Lodge Grievance committee within ten (10) business days of receipt of the Lodge grievance. If the Lodge Grievance Committee determines the grievance has not been settled within fifteen (15) days of receipt of the City Manager's grievance response, the Lodge shall notify the City within the same fifteen (15) business day timeframe in writing of its request for arbitration. The grievance shall be submitted to arbitration for adjustment as follows:

1. The parties shall jointly request within five (5) business days from the date of the Lodge request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
2. Within seven (7) business days from the receipt of such a panel, a representative of the Lodge and the City shall meet and alternately strike

names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. In lieu of meeting the parties or their representatives may have a phone conference for purposes of striking the list. The party requesting arbitration shall strike the first name. Either party may totally reject one full panel and request a new panel.

3. Upon notification to the Federal Mediation and Conciliation Service (FMCS) of the selection of the arbitrator, and when the arbitrator is contacted, the date for the Arbitration Hearing shall be set by mutual agreement between the Lodge and City representatives and the arbitrator. It is the intent of the parties to attempt to have all grievance hearings scheduled and conducted within no more than sixty (60) days from selection of the arbitrator if it is reasonably possible.
4. The arbitrator is expected to render a decision and award within the timeframe set out in the FMCS rules and procedures. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.
5. With respect to the interpretation or application of the provisions of the Agreement, the decisions, findings and determinations of the arbitrator shall be final and binding upon the parties to this Agreement.
6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereof. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
7. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it, however the parties may, in advance of the hearing, agree to share equally the cost of the transcript and if so both parties shall receive the transcript.

Section 4. All time limits set forth in the Article may be extended by mutual consent, in writing, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, the party shall have no further right to continue the grievance.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal forum.

#### ARTICLE 13

##### MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties under state, federal and/or local laws respecting the obligation of the Employer and Lodge alike to abide by applicable anti-discrimination laws, and affirmative action responsibilities, if any. In this regard and not by way of limitation, the parties agree to promote anti-discrimination on account of race, color, size, national origin, religion, sex, status of Lodge membership, political affiliation, disability status and any applicable veterans' re-employment rights legislation.

Section 2. To the extent this Agreement conflicts with overriding federal, state or municipal equal employment or anti-discrimination laws then and only in that event shall those laws control.

#### ARTICLE 14

##### POLICY AND PROCEDURES

Section 1. All proposed amendments to the Broken Arrow Police Department Policy and Procedures Manual shall be posted and comment is invited from all officers for a fifteen (15)

calendar day period from the date of posting. The Lodge President or designee shall initial each amendment at the time of posting.

The Chief of Police shall give due consideration to all written comments submitted during the fifteen (15) calendar day period, but is not required to adopt or implement any of the comments submitted.

After the fifteen (15) calendar day comment period, the proposed amendment shall be affected or the proposed amendment shall be changed to reflect the language agreed to by the Chief and the commenting party.

If after the amendment has been affected, a member of the department wishes to oppose the amendment, he or she shall so notify the Chief of Police and the issue shall be placed before the City Manager. The City Manager shall receive comment from the parties and support or reject said comments with a written response to all parties within forty-five (45) calendar days of receipt of all comments.

Section 2. Each officer shall receive a copy of the policy amendment within thirty (30) calendar days of the effective date of the amendment.

## ARTICLE 15 DUES DEDUCTION

Section 1. The Employer agrees to deduct regular monthly Lodge dues from earned wages of those employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the Secretary-Treasurer of the Lodge local. A check for the total deductions shall be mailed to the Treasurer of the Lodge no later than fifteen (15) calendar days after the deduction is made. The payroll deduction shall be revocable by the employee notifying the City in writing. The Lodge shall be notified of any revocation.

Section 2. The City will deduct only Lodge dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In the event of any increase or decrease in Lodge dues, the Lodge will give the Employer thirty (30) calendar days written notice in order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not



sufficient to cover the amount deducted.

Section 3. The City will provide the Lodge Treasurer with a detailed report showing individual's name, division/department, and a deduction amount at the time of the payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Lodge. The Employer shall not be responsible for errors. In case of an error or improper deduction, made by the Employer and paid to the Lodge, a proper adjustment of the same shall be made by the Lodge with the employee affected.

Section 5. The Lodge shall indemnify, defend and hold harmless, the City against any claims made, and against any suits instituted against the City on account of payroll deduction of Lodge dues.

## ARTICLE 16

### EDUCATIONAL COMPENSATION

Section 1. Employees of the bargaining unit who are commissioned police officers shall receive monthly compensation for obtaining a degree from an accredited college or university as follows:

A.A.	B.S.	Masters
\$75	\$125	\$200

Section 2. Employees hired after September 6, 1994 shall be ineligible for the Associate degree pay described in Section 1.

Section 3. Bargaining unit members may be reimbursed up to a maximum of one hundred percent of tuition and book expense upon satisfactory completion of a college course(s) that is considered police related. The maximum amount reimbursed shall be based on the tuition, fees and book expense established by the State Regents for Higher Education for Oklahoma State supported public institutions. The City will also provide reimbursement for expenses related to media and/or software which is specific to a particular course of instruction (and not general Microsoft Office software packages for example). The amount of reimbursement shall be based

on the following:

If the bargaining unit member earns a grade below “C” or withdraws from the course no reimbursement shall be provided. The maximum amount of reimbursement shall not exceed \$1,200 per semester.

The following degree programs shall be considered police-related: Psychology, Sociology, Law Enforcement, Government, Political Science, Criminal Justice, Police Science, Corrections, Computer Science or other specific programs as approved by Management.

Section 4. An officer holding multiple degrees shall only receive the compensation identified for the highest single degree for which he or she qualifies.

## ARTICLE 17 FAMILY LEAVE

Section 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 death. The definition of immediate family in regard to funeral leave is spouse, employee’s parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of the employee or spouse, son, daughter and grandchildren, or “foster” or “step” situations within these categories, or any person whose relationship could justify the employee’s absence, provided special approval by the Police Chief is first obtained. The Police Chief or designee may extend funeral leave benefits if the travel requirements to attend the funeral are such that the regular three (3) day benefit is insufficient for the bargaining unit member to travel and attend the funeral. The maximum benefit shall not exceed five (5) days.

Section 2. Sickness in Family. In the event of a sickness or injury to a member of an employee’s immediate family, as qualified under the Family and Medical Leave Act, 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 and charge to sick leave. The Police Chief or designee may extend this benefit when the absence is certified by the attending physician. The employer reserves the right to obtain a second opinion as provided in the Family and Medical Leave Act and rely upon the second opinion findings.

Section 3. The parties recognize and agree both must comply with the Family and Medical Leave Act of 1993.

## ARTICLE 18

### UNIFORMS

Section 1. Officers assigned to canine duty and who are regularly assigned a dog shall receive \$10.00 per month for cleaning and maintenance allowance.

Section 2. Bargaining unit members shall receive a \$1,800 annual uniform allowance. Payment of this benefit shall occur by separate check in the second pay period in July of each year.

Section 3. The City will provide each officer covered by this agreement personal body armor. Each officer may select the type of body armor preferred among those approved by management. The City will pay toward the purchase of said equipment an amount equal to the cost incurred by the City to provide the standard issue vest to new hires. Bargaining unit members that select body armor that exceeds the cost of the standard issue shall be responsible for all cost in excess of \$1,100 or the normal amount that the City's bid or purchasing process is based upon in future years, whichever is greater. Each officer shall be required to wear the personal body armor while on duty, however, the Police Chief may waive this requirement when, in his or her sole authority, deemed appropriate. Replacement of the body armor will be provided by the City up to an amount equal to the cost incurred by the City to provide the standard issue vest to new hires.

Section 4. Bargaining unit members shall be allowed to wear their department uniform for off-duty police/security related employment or occupations that are considered by the Police Chief to be duty related. The Police Chief shall have sole authority in determining the off-duty occupations that are considered duty related.

## ARTICLE 19

### DESTRUCTION OF OFFICER'S PROPERTY

Section 1. The City shall repair, replace or reimburse an officer, within a reasonable length of time, for any of the below items which are suddenly and unexpectedly damaged,

destroyed, stolen or lost, as a result of a single incident on-the-job. Items include:

- a. Prescription Eye glasses and prescription sunglasses. Prescription glasses or prescription sunglasses will be repaired or replaced by the City based on the original (or original replacement receipt or similar form) purchase receipt from the vendor originally selling the glasses that were damaged and/or destroyed. Such repair or replacement shall be equal to the current cost of the damaged/destroyed item not to exceed a maximum of five hundred dollars (\$500).;
- b. Contact Lenses;
- c. Dentures;
- d. Braces;
- e. Hearing Aids;
- f. Civilian clothing;
- g. Uniform Clothing;
- h. Weapons;
- i. Watches (maximum - \$250.00);
- j. Jewelry (maximum - \$200.00);
- k. Eye Protection (sunglasses) - \$300 maximum
- l. Leather goods, uniform patches and brass, badges or other police equipment required by the Police Chief and provided to an officer at the initial issue of uniforms.
- m. Cellular telephones (up to \$1000 maximum with proof of no insurance plan to cover the phone replacement. If there is an insurance policy on the phone, the City will only reimburse the amount not covered by the insurance plan). The parties agree if the bargaining unit member is not under a contractual obligation to the cellular provider (i.e. on a month to month service plan) and the damaged or destroyed phone may be replaced with a new or renewed contract the City is then only obligated to replace the same or similar phone at the lesser rate.

Section 2. An officer shall be required to provide the City with a written statement concerning the circumstances surrounding the damaged, destroyed, stolen or lost personal property.

Section 3. An officer shall also be required to provide the City with a written estimate of repair, replacement, or reimbursement, of the damaged, destroyed or lost personal property.

ARTICLE 20  
HOLIDAYS

Section 1. Bargaining unit members will accrue one hundred twenty-two (122) hours of holiday leave on July 1<sup>st</sup> of each year. All holiday leave will be placed in an individual “bank” for each bargaining unit member. Bargaining unit members may schedule holiday leave subject to departmental scheduling requirements. Holiday leave may not be expended in less than one (1) hour increments. The City and the Lodge acknowledge through the Management Rights provisions of this contract that the Police Chief or designate shall have the sole authority to determine necessary staffing on a holiday. However, for purposes of this article only, the City agrees that a bargaining unit member may choose to work the Martin Luther King Jr., Good Friday, Memorial Day, Labor Day, Veterans Day, the day after Thanksgiving and the floating holiday . On the actual holidays of New Year’s Day (January 1<sup>st</sup>), Independence Day (July 4<sup>th</sup>), Thanksgiving Day (4<sup>th</sup> Thursday in November) and Christmas Day (December 25<sup>th</sup>) the Police Chief or his designate has the sole authority to direct bargaining unit members not to report to work and to charge the absence to a holiday in their bank. If holiday leave does not exist the employee shall charge the absence to vacation leave. If one of the above referenced holidays occurs on a Saturday or Sunday and the holiday is observed by the City on the preceding Friday or the following Monday the Police Chief does not have the authority to direct bargaining unit members to use a holiday. Bargaining unit members have the option of working on that day or scheduling the day off subject to department regulations. If a bargaining unit member schedules an actual holiday off, the leave will be charged to the officer’s holiday leave bank. If the officer does not possess any holiday leave at the time of the holiday, vacation or compensatory time may be used. In the event a bargaining member is “on-call” and is being compensated for such status, the Chief, or designee, does not have the authority to direct that specific member not to report to work. In this case, the bargaining unit member that is “on-call” may choose to work that holiday in which they are subject to call out.

Section 2. Bargaining unit members may maintain a maximum of 200 hours in their holiday leave bank. Only those bargaining unit members whose bank exceeds 160 hours as of July 1, 2000 shall be allowed to maintain a maximum balance equal to the amount of holiday leave in his or her bank as of July 1, 2000.

Section 3. Bargaining unit members who become covered by this agreement during its term shall receive all the remaining city recognized holidays for the balance of the fiscal year. A recognized city holiday is defined as a holiday that results in City Hall being closed on that day.

Section 4. Upon termination of employment bargaining unit members covered by this agreement will be compensated at their straight hourly rate for any unused holiday leave. In the event of death, the bargaining unit member's estate will be compensated at the deceased employees straight hourly rate for all accrued holiday leave. An employee dismissed or who resigns due to embezzlement of City funds, theft, or deliberate destruction of City property shall not be compensated for any unused holiday leave. All property owned by the City but furnished to the employee for his/her use must be returned in usable condition, normal wear and tear excepted, in order to qualify for holiday leave compensation.

Section 5. Bargaining unit members assigned to and who actually work the entire schedule on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day or Memorial Day shall be paid one and one-half time the employees base hourly rate. Employees trading time or exchanging shifts are ineligible for this benefit.

## ARTICLE 21

### SICK LEAVE

A regular full-time employee begins to accumulate sick leave upon completion of his or her first full month of employment:

- A. Accrual. Sick leave is accrued in units of twelve (12) hours per month.
- B. Expenditure. Sick leave can be expended in units of no less than one hour. Any sick leave extending beyond three (3) consecutive days must be accompanied by a physician's written statement certifying the employee's inability to report to work and that the employee has recovered sufficiently to return to work if deemed

appropriate by the Police Chief. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

- C. Eligibility. An employee is eligible to take sick leave for one of the following reasons:
1. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.
  2. Serious illness of a member of the employee's immediate family requiring the employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the employee's absence, providing special approval by the department head is first obtained.
  3. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.
  4. All disabilities caused or contributed by pregnancy, childbirth, or related medical conditions. For all job-related purposes, said disabilities shall be treated the same as disabilities caused or contributed to by other medical conditions.
- D. Procedure. An employee who is unable to report for work due to one of the above reasons shall report the absence to his/her supervisor before the regular starting time the employee is expected to report for work. Any reports of absence beyond the employee's normal starting time shall be granted by utilizing accruals, or leave without pay, at the discretion of the department head.
- E. Accumulation. Sick leave may be accumulated to a maximum 1,040 working hours. On the execution date of this agreement bargaining unit members whose sick leave exceeds the maximum shall not have their balance adjusted until the individual officer's accrued leave falls below the maximum. An employee who consumes all the sick leave benefits for which he or she is eligible, shall be placed on inactive status, without pay if so determined necessary by the department head and approved by the City Manager.

- F. Separation. Upon separation, an employee will not be compensated for any unused sick leave.
- G. Unauthorized use of sick leave. If upon investigation, the City Manager or department head does not consider the circumstances warrant, or did not warrant the absence of an employee, the employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and is subject to disciplinary action.
- H. After an employee covered by this agreement has accrued a balance of seven hundred twenty (720) hours of sick leave the employee shall be eligible to participate in an attendance bonus program based upon the following schedule:

If during the fiscal year the employee uses:

0-1 days sick leave taken - 30% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

2-day sick leave taken - 22% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

3 days sick leave taken - 15% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

4 days sick leave taken - 9% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued..

Any bargaining unit member using more than four (4) days of sick leave during the fiscal year shall not be eligible for this benefit. Payment to be made in the first pay period after June 30th.

ARTICLE 22  
COMPENSATION



Section 1. On the effective date of this Agreement, the attached "Schedule A" rates of pay shall go into effect and be paid on the existing bi-weekly schedule. Effective July 1, 2024, the "Schedule A" rates of pay are increased 4.5% from the pay rates in effect on June 30, 2024. Effective January 1, 2025, the "Schedule A" rates in effect on December 31, 2024, will be increased by an additional 0.5%.

Section 2. Bargaining unit members who promote shall be placed at the first pay step in the new range that provides a minimum 10% increase. Nothing in this article shall limit the City's right or authority to determine the method of selection or determine the eligible candidates for a promotion to Assistant Chief.

Section 3. During the term of this agreement, bargaining unit members not at the top of the pay schedule shall be entitled for a satisfactory performance increase on the employee's anniversary date (see Attachment B). Each employee must, as a pre-requisite to the increase, receive a satisfactory performance evaluation.

Section 4. Upon agreement, the Lodge President and a City Representative will jointly agree to execute and submit form number 101 to the Oklahoma Police Pension and Retirement System.

Section 5. Bargaining unit members assigned by management to serve as a Field Training Officer shall receive \$4.00 per hour that the bargaining unit member actually is assigned to and participates in the training of a probationary officer as defined in Article 3 of this agreement.

When the job performance of a non-probationary bargaining unit member falls below a satisfactory level and management has determined that remedial training is necessary then those bargaining unit members who are actually assigned by management to ride with the subordinate officer as part of a remedial training program shall be eligible for the \$4.00 per hour benefit as described above.

When an officer is assigned to train a new K-9 officer and dog, that training officer shall receive \$4.00 per hour for each shift that the bargaining unit member actually is assigned to and participates in the training.

Section 6. In an effort to increase the number of experienced police officer applicants the Lodge and City agree to an amendment to the existing base compensation program that

traditionally requires a new hire to start at step one of the pay plan. This section will allow an experienced police officer to start at a pay step greater than step number one in the police officer pay range. An applicant must meet the following qualifications to be eligible for consideration above step number 1:

1. The applicant must meet the minimum educational requirement, successfully complete the pre-employment written, oral, polygraph, background and physical dexterity tests and successfully complete all medical requirements required by and successfully enter the Oklahoma Police Pension and Retirement System prior to employment.
2. The applicant must be certified by the Oklahoma Council on Law Enforcement, Education and Training prior to employment. If the applicant is from outside the state of Oklahoma he/she must be able to obtain Oklahoma CLEET certification within six months of initial employment.
3. Any applicant who meets the above stated criteria may be placed anywhere from step 1 to step 7 of the pay range. The Police Chief shall recommend, in consultation with the FOP Lodge 170 union president, the pay step he/she believes would be appropriate and the City Manager shall approve or reject such recommendation prior to a job offer being extended.
4. The parties agree that the implementation of this section is for base pay purposes only and does not in any way impact issues such as seniority, eligibility to test for specialty positions or other working conditions. Any new employee hired under the provisions of this section shall be required to complete the established probationary period and will be extended the collective bargaining rights and benefits as any other new hire would receive if any. This section shall not override any other provision of the existing labor agreement.

Section 7. Bargaining unit members shall be eligible to participate in the City of Broken Arrow Bilingual Pay Compensation Program as outlined in the City of Broken Arrow Employee Handbook.

## ARTICLE 23

### FLSA IMPLEMENTATION/OVERTIME

Section 1. The City declares the use of Section 7(k) of the Fair Labor Standards Act in order to establish the work period for Police Officers. All bargaining unit members at the rank of

Police Officer, Corporal, Sergeant, and Captain are eligible for overtime compensation paid at the rate of one and one half times the total actual hours worked beyond eighty (80) hours in a fourteen (14) calendar day cycle.

Section 2. For the purposes of this article only, actual hours is defined as all hours an officer is scheduled to work, required to work beyond the regular schedule, called back to work, vacation, compensatory time or holiday leave scheduled and taken by the officer. Sick leave, or any other paid or unpaid leave will not be considered as hours worked. However, if an officer reports to a medical facility while on duty for reason of a first time, medical care visitation only that is related to a specific on the job injury or exposure, the officer's time shall be considered hours worked if he/she returns from the medical visitation back to duty on the same shift or at the beginning of the next, scheduled work shift and based on the terms of the medical release.

Section 3. Officers working overtime beyond their regular work schedule and not held over or called back to work by management, must have prior approval to work overtime from the Chief or designate. Failure to obtain prior approval may result in a disciplinary action.

Section 4. The City at any time may direct a non-exempt employee to stop working and leave the premises immediately and not return to work until so directed by the Chief. The purpose being not to allow the employee to work in excess of eighty (80) hours. Such action will not reflect negatively on the employee, is not considered disciplinary action and the employee will be paid for the hours actually worked.

Section 5. Those officers who work beyond their regular work schedule, but fail to exceed the fourteen (14) day eighty (80) hour threshold to earn overtime benefits as set forth in this Article, will be paid for those hours worked at a straight hourly rate and shall not be subject to the FLSA minimum requirement adopted to receive said benefit. The accumulation of this benefit in this Article shall not be cumulative.

Section 6. Bargaining unit members eligible for overtime may elect to earn compensatory time off in lieu of receiving overtime wages when overtime benefits are earned with such election to occur at the time overtime is approved. Each member is limited to a maximum in the compensatory time bank of 150 hours. Once an officer achieves a balance of 150 hours, he or she shall be compensated wages for any additional overtime earned.

The parties agree the June 30, 1993 balance presently credited to each member shall be

applied to the maximum accrual stated in this section and any hours exceeding 130 that an officer now has shall remain credited to the officer until those hours exceeding 130 are used by the officer.

The parties agree that overtime and/or compensatory time shall be managed by the City in accordance with the Fair Labor Standards Act and related case law.

Section 7. The parties recognize that the City is a recipient of grants from federal, state and / or quasi-governmental agencies. When grant funding is being used for wages that result in overtime expenses the compensatory time benefits described in Section 6 may not be earned by bargaining unit members. In these circumstances the bargaining unit member may earn overtime wages only.

Section 8. In the event an employee is placed "on-call" or on "stand-by", this shall be deemed to mean the following:

- (a). The employee is free to go or remain at any location of the employee's own choosing, so long as the employee can respond to the anticipated work place within thirty (30) minutes of receiving a call to work;
- (b). The employee is free to use the waiting time for any personal matters the employee chooses;
- (c). The employee must remain sober while on-call or on stand-by;
- (d). The employee must carry a working beeper, or otherwise leave a telephone number with employees which have been designated by the Department Director for such a service, where the needed employee who was on call or on stand-by can be reached if needed;
- (e). The Department Director may require an employee on- call or on stand-by to have a two-way radio which is operating for the purpose of requiring the employee to report to work.

Section 9. When management has determined that off-duty bargaining unit members are needed for scheduled community events of a non-emergency nature the following overtime assignment system will be used:

- A. When the Police Chief determines off duty bargaining unit members are needed and the event is scheduled at least fourteen (14) days in advance, notice will be posted on departmental bulletin boards advising officers of

the event, the types and ranks of officers needed, the dates of the event, and the number of volunteers being sought.

- B. If a bargaining unit member is interested in working the event the officer may sign a register in the Shift Commander's office indicating their desire to work overtime. The register will be available for sign up for five (5) calendar days.
- C. Overtime assignment will then be based upon the ranks management has determined it needs, then seniority, and will operate on a rotation basis. If a more senior officer has worked a previous event and less senior officers volunteering have not been utilized since the more senior officer has been assigned, the less senior officers will be given first consideration on a seniority basis. Officers assigned to certain specialty assignments may also be excluded from non-emergency overtime assignments.
- D. In the event a sufficient number of off duty officers at the needed ranks do not volunteer to work the event nothing in this article shall prevent management from calling in any officer and assigning overtime without regard to seniority as provided in Article 4 , Management Rights and Responsibilities.
- E. Nothing in this article shall prevent management from determining in its sole authority when bargaining unit members are needed and the ranks of officers needed for scheduled events nor shall anything in this article prevent management from utilizing on duty officers or reserve officers for events it deems appropriate.
- F. The Lodge recognizes and agrees scheduled events may require only the holding over of supervisory personnel or shift commanders. Nothing in this article shall prevent such action.
- G. The Lodge recognizes some scheduled events may require the use of only a special unit such as the Honor Guard, motorcycle officers, Special Operations Team, etc. In that event the system described in items A through

D shall be waived.

- H. The Lodge recognizes the right of the Employer to call back to work any officer in an unscheduled emergency situation or holdover officers when warranted without regard to seniority.
- I. In addition to (A-D) and (G) above, when the event has been scheduled less than fourteen (14) days in advance and management determined off duty bargaining unit members are needed, management will make a good faith attempt to notify all bargaining unit members of the event through bulletin board postings but are not bound by the provisions of this Article.

Section 10. Any bargaining unit member who is called back to work for additional duty including being subpoenaed to appear in court shall receive compensation based upon the specific provision of this Article with a minimum of two (2) hours. Officers held over for duty shall not be eligible for this benefit.

Section 11. Bargaining unit members may be assigned to call out status from time to time as described in the employee handbook (Stand-by Assignment). Call out status is defined as an officer who must mandatorily respond to a call after regular work hours, participates in a department recognized rotation and the call out assignment is for a seven (7) calendar day period. If the call out status is for a period less the eighty (80) hours in the seven (7) day period the officer shall receive four (4) hours of pay at the base hourly rate. If the call out status is for a period greater than eighty (80) hours in the seven (7) day period the officer shall receive eight (8) hours base pay.

## ARTICLE 24

### LONGEVITY

Section 1. The longevity service pay shall be paid by December 1st of each year and will be based upon the years of service a bargaining unit member has with the City of Broken Arrow (\$325 per year of continuous service). The schedule shall be as follows:

Years of Service	Amount
------------------	--------

25	\$8125
24	\$7800
23	\$7475
22	\$7150
21	\$6825
20	\$6500
19	\$6175
18	\$5850
17	\$5525
16	\$5200
15	\$4875
14	\$4550
13	\$4225
12	\$3900
11	\$3575
10	\$3250
9	\$2925
8	\$2600
7	\$2275
6	\$1950
5	\$1625
4	\$1300
3	\$975
2	\$650

less than 2 years of service \$0

Section 2. Bargaining unit members who terminate their employment before December 1st shall receive a prorated benefit by dividing by twelve the amount of the annual benefit the employee would have received for that year and then multiplying by the number of months worked in the calendar year.

Section 3. All applicable Federal and State withholding taxes and other mandatory

deductions will be withheld at the time of payment.

## ARTICLE 25

### VACATION

Section 1. Vacation shall accrue and be available for use after one year of service or after successfully completing the extended probationary period, whichever is later, and additional vacation time will accrue according to years of service on the employee's anniversary date. The amount of the accrual and the maximum accumulation is set forth in the following schedule:

<u>Years of Employment</u>	<u>Vacation Leave</u>	<u>Maximum Accumulation</u>
more than one year but less than five	80 hours	170 hours
five years but less than ten	120 hours	234 hours
ten years but less than fifteen	160 hours	290 hours
Fifteen years but less than twenty	176 hours	314 hours
Twenty or more	200 hours	354 hours

Section 2. Vacation leave cannot be expended in less than one (1) hour increments. Vacation leave cannot exceed the actual amount available for use or scheduling. For the purpose of expenditure accrued vacation shall be credited on the employees anniversary date. Vacation scheduling shall be in accordance with work requirements as determined by the Police Chief, and whenever possible as per the employee's request.

Section 3. Upon separation from employment if an employee has completed twelve (12) months of continuous employment, the employee will be compensated for any unused vacation



leave. In the event of death, the bargaining unit member's estate will be compensated at the deceased employees hourly rate of all accrued vacation leave. An employee dismissed for embezzlement of City funds, theft or deliberate destruction of City property shall not be compensated for any unused vacation. All property owned by the City but furnished to the employee, including uniform items must be returned in usable condition, normal wear and tear expected in order to qualify for compensation for unused vacation leave upon separation.

Section 4. The Lodge and the City agree to adopt a vacation scheduling policy effective January 16, 1996 as described in the attached exhibit "B".

## ARTICLE 26

### FURLOUGHS

Section 1. Upon one week's written notice to the Lodge, as a method of cost reductions, whether exercised independently of, or in conjunction with other cost reduction actions, the employer may "furlough" employees without pay under the following provisions:

- a. Any furlough must include, but not limited to, all employees covered by this Agreement;
- b. No employee will be furloughed more than one shift per month;
- c. No employee under this Agreement will suffer more furlough time than any other full time city employee and cannot be furloughed a second and/or subsequent time until all full time city employees have been furloughed an equal amount of time. For the purposes of this Article, water and sewer plant personnel are not considered members of the general employee population for the purposes of considering and/or calculating furloughs.

Section 2. During the term of said furlough the employee shall continue to receive and accrue all benefits including overtime and it shall be considered as unpaid leave.

## ARTICLE 27

### WORKING OUT OF CLASSIFICATION

Section 1. Any Police Officer directed by the Chief of Police or his or her designated assistant to work out of class for an absent Sergeant shall receive \$4.00 per hour commencing with the third consecutive shift worked out of class, with the benefit retroactive to the first shift. The parties acknowledge that upon implementation of the promotions to Corporal the benefits provided by this section shall be abolished.

Section 2. Any Sergeant directed by the Chief of Police or his or her designated assistant to work out of class for an absent Captain shall receive \$5.00 per hour commencing with the third shift worked out of class, with the benefit retroactive to the first shift.

Section 3. Any Captain directed by the Chief of Police or his or her designated assistant to work out of class for an absent Major shall receive \$6.00 per hour commencing with the third consecutive shift worked out of class, with the benefit retroactive to the first shift.

Section 4. Any Major directed by the Chief of Police or his or her designated assistant to work out of class for an absent Deputy Chief shall receive \$7.00 per hour commencing with the third consecutive shift worked out of class with the benefit retroactive to the first shift.

Section 5. To earn this benefit the bargaining unit member must work the full assigned shift.

Section 6. For the purposes of this Article, absence shall be defined as an employee scheduling and taking leave; specifically vacation, holiday, sick leave, compensatory time, approved leave of absence with or without pay, court leave, training leave, etc. Regularly scheduled days off shall not be counted in calculating the minimum shifts needed to earn the benefits. When a Sergeant or Captain assigned to patrol or investigations is absent for the above stated reasons management will assign an employee to work out of class Management may, but is not compelled to assign a bargaining unit member to work as a Major or to a greater ranking assignment in Internal Affairs.

## ARTICLE 28

### SAFETY AND HEALTH

Section 1. The lodge agrees to appoint two (2) members and the Employer agrees to appoint two (2) members to comprise the Joint Safety and Health Committee. The Lodge and the

Employer agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results or surveys and/or studies, new forms, procedures, materials, equipment, and any new concept in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet at times as deemed necessary by the Police Chief and/or Lodge.

Section 3. Committee members shall also be granted time off with pay to conduct investigation of safety and health problems if deemed necessary by the Police Chief.

Section 4. All recommendations and reports from the Joint Safety and Health Committee shall be in writing and copies submitted to the Employer and the Lodge. Nothing in this Article shall preclude the Lodge from petitioning the City Council on issues of safety and health.

Section 5. The City agrees to provide each bargaining unit member eye protection and hearing protection for use at the firing range.

Section 6. During the term of this FY 15-16 Agreement, the parties agree that the City (Chief and TBD) and FOP Representatives (four) will meet to discuss options acceptable to both parties regarding the optional use of differing external load bearing ballistic vest carriers and gear by Officers, at the Officer's expense, that would reduce the weight and/or address the discomfort, health and safety issues related to standard, department purchased body armor. The parties shall come to an agreement during these discussions on which specific external load bearing ballistic vest carrier can be worn by officers during their job functions.

## ARTICLE 29

### GROUP HEALTH INSURANCE

Section 1. The employer agrees to provide the employee with health, dental and life insurance at no cost to the employee through December 31, 2006. All bargaining unit members who elect individual coverage shall pay \$40 per month for employee health, dental and life insurance.

Section 2. The employer agrees to offer identical dependent coverage subject to compliance with all group plan provisions established in the City's Group Health Plan Benefit document. Bargaining unit members who elect to purchase family coverage shall pay 17.3% of the family rate as of July 1, 2024.

Section 3. The employer shall have the right to modify, alter or amend the plan in whole or in part, provided however that no amendment shall diminish or eliminate any pending claim for any benefit to which a participant was entitled prior to such amendment.

Section 4. The Lodge may select one delegate to serve on the Employee Insurance Advisory Committee. The delegate will be notified in writing of the committee meetings.

Section 5. During the term of this agreement and with a minimum of 60 days advance notice the Lodge may withdraw from the employer sponsored health, dental, life and vision insurance plan and obtain separate coverage for its bargaining unit members. If such option is exercised all bargaining unit members and dependents shall exit the employer sponsored insurance plan on the designated date and the FOP shall be responsible for providing health, dental, life and/or vision insurance benefits. For purposes of this article only, eligible members shall be interpreted to include probationary employees. The employer agrees to contribute to the FOP insurance plan at the same single and family monthly rates that it was contributing prior to FOP members exiting plan.

## ARTICLE 30

### RETIREMENT

Section 1. The City agrees to allow a retiring bargaining unit member with a minimum of twenty (20) years of service the opportunity to retain their city-issued handgun and two badges at no cost. No benefit is provided to an officer who retires with less than twenty (20) years of service. The handgun must be transferred out of the City's name to the employee's name and the appropriate A.T.F. weapons forms must be properly completed. Any and all transfer fees will be at the expense of the employee.

## ARTICLE 31

## DRUG AND ALCOHOL TESTING

The Lodge and its bargaining unit members agree to comply with all of the provisions described in the attached Exhibit "A". The employer will ensure that the drug testing location is in a location restricted from the general public. (An amended Exhibit A is attached).

### ARTICLE 32

#### USE OF CITY VEHICLES

Section 1. Bargaining unit members who are assigned a city vehicle may drive that city vehicle to and from home and their assigned workstation so long as the bargaining unit member's home is within the boundaries identified on the attached map. Those employees who on or before September 7, 2017 resided outside the map's boundaries and who were at that time authorized to take the city vehicle or a vehicle assigned by a federal task force home, are grandfathered ("9/7/17 Exception"). Any and all other previous exceptions for any other reasons must be re-authorized by the current Chief. Any such grandfathered employee who changes their home after September 7, 2017 and after that change remains outside the map's boundary loses their 9/7/17 Exception and the right to drive their assigned vehicle home. Employees subject to the 9/7/17 Exception will receive personnel orders placed in their personnel file reflecting their right to drive their assigned vehicle home or the loss of that right pursuant to the terms of this Article.

Those employees who after September 7, 2017 resided outside the map's boundaries and are assigned to a federal task force may only drive an assigned vehicle home if the current Chief grants an exception to the boundaries' requirements ("Post 9/7/17 Exception"). Any Post 9/7/17 Exceptions immediately end when an employee residing outside the map's boundaries is no longer assigned to the task force. Employees subject to a Post 9/7/17 Exception will receive personnel orders placed in their personnel file reflecting their right to drive their assigned vehicle home or the loss of that right pursuant to the terms of this Article..

Section 2. Bargaining unit members who are assigned a marked patrol unit may drive that unit to and from an off duty job within the Broken Arrow city limits. For purposes of this article, use of the assigned marked patrol unit shall be limited to occupations that are considered by the

Police Chief to be duty related. Prior to use of the assigned patrol unit the bargaining unit member shall in writing request and obtain approval from the Police Chief or his/her designate. The Police Chief shall have sole authority in determining the off duty occupations that are considered duty related.

Section 3. Bargaining unit members who are pursuing a job related higher education degree as defined in Article 16 of this agreement may drive their assigned city vehicle to and from the college campus that they are attending so long as the campus is within the city limits of Broken Arrow or Tulsa. Prior to use of the assigned vehicle the bargaining unit member shall request in writing and obtain prior approval from the Police Chief or his/her designate.

### ARTICLE 33 SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provision of the Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto.

Section 3. Any appendices to the Agreement shall be numbered, dated and signed by the Employer and the Lodge, and shall be subject to the provisions, of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that the time limits found in this Agreement may be extended by mutual concurrence.

### ARTICLE 34 PROMOTIONS

Section 1. For positions vacated/created after the effective date of this policy, the

following process will apply:

The cutoff date for eligibility will be the effective date of the test.

All phases of testing and the vacancy will be filled as follows:

1. When an officer provides 90 or more calendar days advance notice of termination the City will have the promotion process completed within 90 days calendar days of termination.
2. When an officer provides 60 to 89 days advance notice of termination the City shall have the promotion process completed within 120 calendar days of termination.
3. When an officer provides 30 to 59 calendar days advance notice of termination the City shall have the promotion process completed within 150 days of the termination.
4. When an officer provides less than 30 calendar days advance notice of termination the City shall have the promotion process completed within 180 days of termination.

Nothing in this article shall limit the City's right to exercise its contractual rights within the Management Rights article.

If exigent circumstances exist, this time frame may be extended by agreement between the Human Resources Director, the Chief of Police and the FOP President.

Notice of Testing and a sign-up sheet for the vacant position(s) will be posted on the Squad Room Bulletin Board, for a period of ten (10) business days. Interested candidates who meet the qualifications must sign up for testing within the ten day time period.

Candidates will be notified of applicable study material and preparation guides a minimum of 30 days prior to the test.

**Special Restriction:**

The rank achieved after the promotional process is the top factor in assignment of personnel. Upon promotion a candidate may be required to resign from a Specialty Assignment as defined in

ADMIN 011. Exceptions to this restriction will be made if a vacancy is available within the Specialty Assignment at the new rank. Promoted candidates must possess the special skills and abilities needed to hold the new rank assignment if it falls within the Specialty Assignment. Candidates have the option of not accepting the promotion if they desire to keep their current Specialty Assignment.

Section 2.

MINIMUM ELIGIBILITY STANDARDS TO TEST:

Sergeant:

1. Five consecutive years of service as a commissioned police officer with the City of Broken Arrow
2. Must hold a satisfactory performance evaluation for the previous two (2) years prior to the promotional testing.
3. Must not have received a disciplinary demotion within the last three (3) years prior to the test date.
4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past three (3) years prior to the test date.

Captain:

1. One (1) consecutive year at the rank of Sergeant
2. Must hold a satisfactory performance evaluation for the last three (3) years prior to promotional testing date.
3. Must not have received a disciplinary demotion within the last four (4) years prior to the test date.



4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past four (4) years prior to the test date.

Major:

1. One (1) consecutive year at the rank of Captain.
2. Must hold a satisfactory performance evaluation for the last four (4) years prior to promotional testing date.
3. Must not have received a disciplinary demotion within the last five (5) years prior to the test date.
4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past five (5) years prior to the test date.

Section 3.

Method of Testing for Sergeant and Captain:

Sergeant:

1. A written examination will be given to all qualified candidates. The written test will be specific to Broken Arrow. It will consist of two parts. The first part is a closed book section and will consist of forty (40) questions, which will be taken from no more than two (2) outside reading sources, selected by the Police Chief, from the list provided by the selected outside vendor. The second part is a closed book section and will consist of sixty (60) questions, which will be taken from the following reading materials: Local ordinances,

state statutes, the labor contract and departmental policy and procedures. The written examination will be a 2.5 hour timed test.

Candidates must score a minimum of 70% on the written examination, to be eligible for participation in the assessment center and to be considered for promotion.

2. Candidates who successfully complete the written examination will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested or above.
3. Candidates who complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of seven (7) members of the Broken Arrow Police Department who are at the rank of Sergeant and Captain. The Chief of Police and the Fraternal Order of Police President will select the Internal Review Panel by a lottery of eligible participants for the rank being sought. A new panel will be drawn before each promotional process. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.
  - A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.
  - B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

- A. Job Knowledge
- B. Communication Skills
- C. Work Habits
- D. Interpersonal Relations/Teamwork
- E. Decision Making
- F. Motivation
- G. Cooperation/Attitude
- H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining five members will be totaled for the final score for the Internal Review Panel.

4. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exam, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

Captain:

1. A written examination will be given to all qualified candidates. The written test will be specific to Broken Arrow. It will consist of two parts. The first part is a closed book section and will consist of forty (40) questions, which will be taken from no more than

two (2) outside reading sources, selected by the Police Chief, from the list provided by the selected outside vendor. The second part is a closed book section and will consist of sixty (60) questions, which will be taken from the following reading materials: local ordinances, state statutes, the labor contract, departmental policy and procedures and the Broken Arrow Police Department's Internal Affairs Manual. The written examination will be a 2.5 hour timed test.

Candidates must score a minimum of 70% on the written examination, to be eligible for participation in the assessment center and to be considered for promotion.

2. Candidates who successfully complete the written examination will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested or above.
3. Candidates who successfully complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of seven (7) members of the Broken Arrow Police Department who are at the rank of Captain and Major. The Chief of Police and the Fraternal Order of Police President will select the Internal Review Panel by a lottery of eligible participants for the rank being sought. A new panel will be drawn before each promotional process. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.

- A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.

- B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

- A. Job Knowledge
- B. Communication Skills
- C. Work Habits
- D. Interpersonal Relations/Teamwork
- E. Decision Making
- F. Motivation
- G. Cooperation/Attitude
- H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining five members will be totaled for the final score for the Internal Review Panel.

4. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exam, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

## Section 4.

### Method of Testing for Major:

1. A written exemplar may be required in lieu of the written examination. The written exemplar would be incorporated into the assessor's grading system.
2. Candidates who successfully complete the written portion will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested for, or above.
3. Assessors will score candidates. A ranking list will be developed utilizing an objective scoring process, ordered from high score to low score. Ties will be indicated. The final ranking for the rank of Major will be calculated by the assessment center score.
4. Candidates who successfully complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of five (5) members of the Broken Arrow Police Department. One will be the Deputy Chief, both Majors, the Fraternal Order of Police President and one (1) Captain selected by the Chief of Police. If one or more of the above persons are not available the Chief of Police will select a sworn replacement. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.
  - A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.

- B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

- A. Job Knowledge
- B. Communication Skills
- C. Work Habits
- D. Interpersonal Relations/Teamwork
- E. Decision Making
- F. Motivation
- G. Cooperation/Attitude
- H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining three (3) members will be totaled for the final score for the Internal Review Panel.

- 5. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exemplar, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

## Section 5.

Selection for Promotion ALL RANKS (except Deputy Chief):

1. The Chief has the authority to select from among the top three ranked candidates subject to the approval of the City Manager. For subsequent promotions, the Chief would select from the next highest three candidates. The ranking list will be valid for one (1) year.
2. The Chief, in making the final selection, may conduct interviews with the ranked candidates to assist in assessing their character and motivation to perform the job.
3. The Human Resources Division will supervise the entire examination process.
4. The City may choose to develop its own exercises and supervise the process or it may choose to use a professional consultant experienced in developing and implementing law enforcement promotional processes.

ARTICLE 35

OFFICER BILL OF RIGHTS

A. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against bargaining members received from any person. Bargaining members will be afforded their constitutional rights as they relate to either a criminal investigation or an administrative investigation.

B. Whenever a bargaining member is under investigation for allegations of misconduct and is subject to interrogation or interview or a request for a written statement as part of an internal investigation or administrative inquiry by members of the police department, city attorney's office or city manager's office, for any reason which could reasonably lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

1. Bargaining members shall be informed of the name of all complainants, if known. The bargaining member may request to be confronted by the complainants. This shall be allowed where deemed necessary by the investigating officer.

2. Preliminary discussions with supervisory personnel within the police department, in



relation to a complaint received, shall not be considered as interrogation as used herein.

3. Bargaining members under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the bargaining member under interrogation shall be asked by and through one interrogator at any one time.

4. Bargaining members under investigation shall be informed of the nature of the investigation prior to any interrogation.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

6. Bargaining members under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.

7. The bargaining member under interrogation shall be completely informed of all his/her rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions and this notification shall be included on the tape recording or written record of the session.

8. At the request of any bargaining member under investigation, he/she shall have the right to be represented by counsel or any other representative during interrogation.

9. Interrogation of bargaining members under investigation may be taped or recorded in written form at the discretion of the investigating officer. Bargaining members under investigation may record the proceedings with his/her own equipment or record at his/her own expense. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

C. Written notification of a complaint must be made to the bargaining member within five (5) business days of the complaint being filed. Complaint investigation should be completed within 30 days, but circumstances occasionally arise which require additional time to complete the investigation. If an investigative extension is requested the investigator shall notify IAD, the bargaining member and the member's Division Commander regarding the delay. The bargaining member will be notified upon the completion of the investigation.

D. A bargaining member under investigation shall receive written notification within ten (10)

business days as to the disposition of the complaint investigation. Bargaining members shall also be notified in writing of the disciplinary action being taken and the reasons for those actions.

## ARTICLE 36

### FUNERAL EXPENSES

Section 1. The City shall provide a special death benefit in the amount of \$20,000 to the survivor of any employee covered by this Agreement who is killed while directly performing duties as peace officer for the City of Broken Arrow. For purposes of this Agreement, the survivor shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law.

Section 2. While this special death benefit shall be paid by the City to the employee's survivor(s) without any restriction, it is the intent of the City and Lodge that such monies be used to assist in the payment of the employee's funeral expenses.

## ARTICLE 37

### TATOO POLICY

Section 1. All employees will abide by the Broken Arrow Police Department's tattoo policy as written or modified. Additionally, as of July 1, 2023, tattoos on the arms above the wrist shall be exempt from being covered unless the content of the tattoo is deemed to violate the image of professionalism, brings embarrassment or discredit to the department, is determined to be prohibited under the sexual harassment policy and/or otherwise is determined to violate the employee standards of conduct expected within the Police Department.

Section 2. A Tattoo Review Committee (the Committee for purposes of this article) will be convened if a tattoo is brought into question as to possibly violating the above standards, i.e., professional manner. This committee shall be comprised of the FOP President, the Police Chief and the Major over the Officer in question. A simple majority of the committee shall be required to make a final determination but a quorum shall require all three members be available for a review and decision process to occur. Effective July 1, 2023, all tattoos shall be documented.

Section 3. The committee will review the appropriateness of any tattoo based solely on

factors involving whether the tattoo is offensive, unprofessional and/or otherwise violates the Department's policies. The content of the tattoo shall be reviewed, not the fact that the tattoo is visible. The mere presence of a visible tattoo alone does not constitute or render the tattoo offensive or unprofessional, nor will the Committee review process be required for a particular tattoo unless questions are raised within the department as to whether the tattoo may violate one of the above standards and/or has been the subject of complaints by the general public.

Section 4. Once a review is completed by the Committee, a majority determination (two votes) shall be made as to whether the subject tattoo must be or will not be required to be covered. Based on this review process agreement, all determinations of the Tattoo Review Board shall be binding on all parties and shall not be subject to the grievance/arbitration procedures within the contract or state collective bargaining statute.

ARTICLE 38  
DURATION OF AGREEMENT

This contract shall be effective as of the 1<sup>st</sup> day of July 2024 and shall remain in force and effect until June 30, 2025. IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF BROKEN ARROW, OKLAHOMA  
Municipal Corporation

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

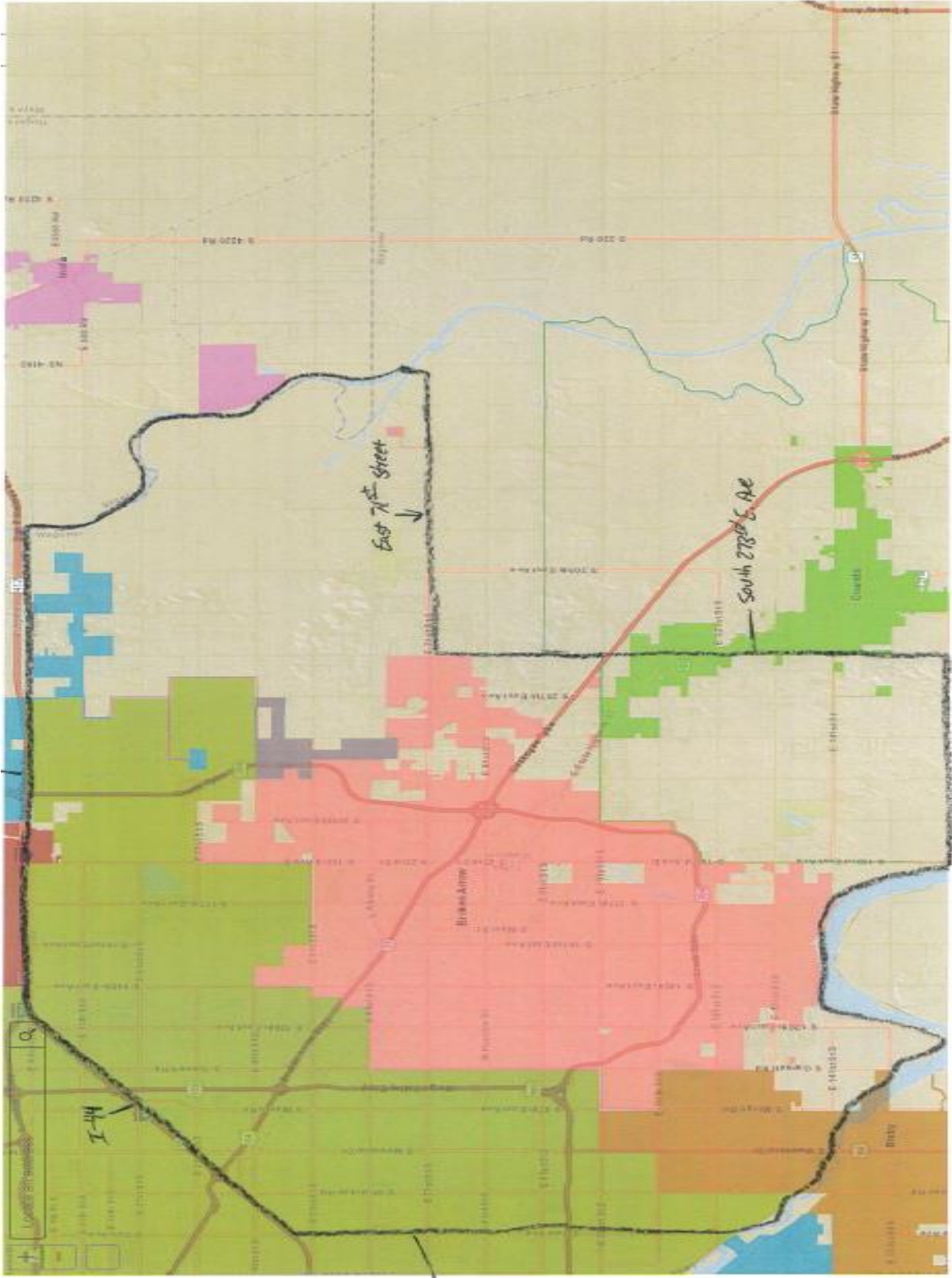
CITY CLERK

FRATERNAL ORDER OF POLICE,  
LODGE NO. 170

BY: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_



East 7th Street

South 2780 E. Ave

East 16th Street

South Yale

I-14

## **Drug and Alcohol Testing Policy (Non-DOT)**

### 1.0 PURPOSE:

The City of Broken Arrow considers its employees to be its most valuable resource and is concerned about the health, safety, wellbeing, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.

### 2.0 ORGANIZATIONS AFFECTED:

This Policy shall apply to all employees of the City of Broken Arrow ("City") with the exception of employees governed by the Department of Transportation drug and alcohol testing regulations for commercial drivers. Those persons should refer to the City's [Drug and Alcohol Testing Policy \(DOT\)](#).

### 3.0 POLICY:

The possession, use, manufacture, dispensation, sale, or distribution of alcohol and/or illegal drugs (this includes illegally obtained prescription medication) while on duty or while in or on City property is prohibited.

Being under the influence of alcohol and illegal drugs (this also includes illegally obtained prescription medications) while on duty or while in or on City property is prohibited.

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or refusing to submit to testing) may be subject to disciplinary action, up to and including termination. Employees may also be subject to suspension with pay pending further investigation. In addition, the City may, at its' discretion, require employees who violate this policy to successfully complete a substance abuse assistance or rehabilitation program as a condition of continued employment.

**Medical Marijuana Notice:** The City prohibits the use, possession, or consumption of marijuana, including medical marijuana, on its property or premises as well as during an employee's hours of employment or fulfillment of employment obligations regardless of whether an employee holds a medical marijuana license (MML). The City prohibits all employees from being under the influence of marijuana, including medical marijuana or medical marijuana product, while at work or during the fulfillment of any employment obligations, regardless of whether an employee has an MML. The City will discipline, up to and including termination, any employee in a Safety-Sensitive Position or performing safety-sensitive job duties, as defined in this policy, who tests positive for marijuana, its components, or metabolites, regardless of whether that employee holds an MML. No employee needs to disclose that he or she holds an MML except if an employee tests positive for marijuana, in which case that employee may be asked to produce a valid Oklahoma MML for inspection and consideration.

### 4.0 DEFINITIONS:

4.1 "Alcohol" means ethyl alcohol or ethanol.

- 4.2 "City property" includes, but is not limited to, any City facility, employee or contractor parking lots, and City or contractor owned or leased vehicles, vessels, aircraft, and other equipment.
- 4.3 "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility. A breath or blood specimen may be used for the confirmation test for alcohol. A urine, saliva, or blood specimen may be used for the confirmation test for drugs.
- 4.4 "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids, or products.
- 4.5 "Drugs" include, but are not limited to, amphetamines, cannabinoids (for example marijuana, hashish), cocaine, phencyclidine (PCP), hallucinogens (for example LSD), methaqualone, opiates / synthetic narcotics (for example codeine, heroin, morphine), barbiturates, benzodiazepines, designer drugs, or a metabolite of any of the substances listed herein. The substances tested shall be for drugs and alcohol as defined in the Standards for Workplace Drug and Alcohol Testing Act, including controlled substances approved for testing by rule by the State Commissioner of Health.
- 4.6 "Employees" means all City employees except those subject to the drug and alcohol testing policy for Commercial Drivers. If you have questions, see your department director of Human Resources.
- 4.7 "Medical Review Officer" - means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test result together with the individual's medical history and any other relevant information.
- 4.8 "On duty" means any time an employee is acting on behalf of the City, any time during which the employee is being compensated by the City, and non-paid breaks of one hour or less.
- 4.9 A "positive" test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol at or above the cutoff level, established by the

State Board of Health.

4.10 "Safety-Sensitive Position" or "performing safety-sensitive job duties" is defined in Section 6.9.

4.11 "Sample" means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

4.12 "Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

## 5.0 RESPONSIBILITY:

### 5.1 Employee:

It is the responsibility of each employee when reporting to work to be free from the influence and use of any illegal drug or alcohol and to comply with the City's [Alcohol and Drug Free Workplace Policy](#).

### 5.2 Supervisor, Manager, Department Director:

It is the responsibility of supervisors, managers, department directors and other administrative employees to administer this policy and identify and report possible violations of this policy to the Human Resources Department.

### 5.3 Human Resources Department:

It is the responsibility of the Human Resources Department to periodically schedule substance abuse education and awareness training for employees, drug and alcohol detection training to supervisory and management personnel, schedule when necessary drug and alcohol testing and to maintain confidential records of such results (see also section 6.7).

### 5.4 Employee Assistance Program:

The City currently maintains an Employee Assistance Program which means an in-house or contracted program which at a minimum provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

## 6.0 PROCEDURES:



6.1 Types of Testing:

6.1.1 Applicant Testing: Upon a conditional offer of employment, all applicants for employment will be required to undergo drug testing. Refusing to submit to testing or a confirmed positive test result is grounds to refuse to hire.

6.1.2 For Cause Testing: The City may require an employee to undergo drug or alcohol testing if it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

1. drugs or alcohol on or about the employee's person or in the employee's vicinity,
2. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
3. a report of drug or alcohol use while at work or on duty, or
4. information that an employee has tampered with drug or alcohol testing at any time.

6.1.3 Post-accident Testing: The City may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment.

6.1.4 Random Testing: The City may require the following employees to undergo drug or alcohol testing on a random selection basis: 1) police or peace officers including all bargaining unit members of the Fraternal Order of Police; 2) those with drug interdiction responsibilities; 3) those authorized to carry firearms; 4) those engaged in activities which directly affect the safety of others such as firefighters, EMS personnel including all bargaining unit members of the International Association of Firefighters, employees who operate any City construction equipment or any City vehicles, dispatchers or any employee assigned to operate communication equipment or jailers; 5) those who work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services.

"Random Selection Basis" means a mechanism for selecting employees

for drug or alcohol testing that results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected which, does not give the City discretion to waive the selection of any employee selected under the mechanism.

Every employee who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification, unless the employee is actively performing a safety-sensitive function at the time of notification which will not reasonable allow his or her replacement. In such cases, the employee's supervisor shall ensure that the employee proceeds to the testing site as soon as possible.

Generally, employees will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collection shall occur as soon as possible after the beginning of the work shift.

6.1.5 Post-rehabilitation Testing: If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests without notice for a period of up to two years from the date of the employee's return to work.

6.1.6 Results and confirmation testing: Positive results will receive a confirmation test. If the confirmation test yields a positive result, the test result will be a "confirmed positive."

The employee or applicant may have the same sample re-tested if the employee/applicant requests, in writing, such a re-test within twenty-four (24) hours of receipt of notification of the positive result in order to challenge the results. See also Section 6.4, entitled Cost of Testing. In addition, the employee or applicant shall, at all times, have the right to explain the test results in confidence.

## 6.2 Testing Methods and Collection Procedures:

6.2.1 All collection and testing shall be done in accordance with the rules promulgated by the State Board of Health.

6.2.2 All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

4. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the

premises of the employer;

5. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;
6. The collection of samples shall be performed under reasonable and sanitary conditions;
4. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen;
5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
6. Sample collection shall be documented, and the documentation procedures shall include:
  - a. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and
  - b. an opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;
7. Sample collection, storage, and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;
8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff levels as determined by Board rule, before the result of any test may be used as a basis for refusal to hire a job applicant or any action by

an employer pursuant to Section 6.5 herein; and

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

6.3 Time of Testing:

All testing of current employees required by the City shall occur during or immediately after the regular work period of such employee and shall be deemed work time for purposes of compensation and benefits to an employee.

6.4 Cost of Testing:

The City shall pay all costs of testing for drugs or alcohol required under this policy, including confirmation tests required. The City will pay the cost of transportation if the testing of a current employee is conducted at a place other than the workplace. Provided, however, an individual who requests a retest under Section 6.1.6 shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test in which case, the City shall reimburse the individual for the costs of the retest.

6.5 Potential Adverse Personnel Actions:

6.5.1 If an employee reports to Human Resources that he or she has a drug or alcohol abuse problem prior to being requested to test under this policy and prior to being charged with violating any provision of this policy, that employee will be given the option to complete a City approved rehabilitation program and agree to the post rehabilitation testing as described in Section 6.1.5. If the employee accepts that option and completes all requirements listed herein, the employee will not receive any discipline for self-reporting. However, at all times, the employee remains subject to this policy. Merely selecting the option described herein does not relieve the employee of discipline which may be imposed due to a positive result as described in Section 6.5.2 or which may be imposed for any other violation of this or any other regulation, policy, practice, law or the like.

6.5.2 The City may take disciplinary action, up to and including termination, against an employee who refuses to undergo drug or alcohol testing or who tests positive for the presence of drugs or alcohol. Such discipline will follow a pre-determination hearing, if applicable. In addition to the alleged offense, the appropriate course of action shall be determined based on the

employee's total work record including but not limited to any prior drug or alcohol problems.

6.5.3 The City, in its sole discretion, may offer continued employment after discovering a violation of this regulation which shall be contingent upon the employee agreeing in writing to undergo Post-Rehabilitation Testing as provided in Section 6.1.5 and to satisfactorily participate in the Employee Assistance Program or another program recommended by the EAP as directed by the City.

6.5.4 Grievances arising from implementation and operation of this drug testing policy will be handled through the [Grievance Policy](#) or applicable collective bargaining procedures.

6.5.5 **Medical Marijuana Notice:** The consequences described in this section will apply to a person who tests positive for marijuana if that person (i) does not possess a valid Oklahoma medical marijuana license (MML); or (ii) possesses, consumes, or is under the influence of medical marijuana or medical marijuana product while at the place of employment or during the fulfillment of employment obligations; or (iii) is or would be assigned to a Safety-Sensitive Position or is performing safety-sensitive job duties, as defined in this policy.

6.6 **Rights of an Applicant or Employee to Explain Test Results:** An applicant or employee may have a reasonable opportunity to explain, in confidence, any reasons that the test result, in the applicant's or employee's opinion, may have been positive, including the opportunity to explain in confidence to the City's Medical Review Officer the presence of any drug in the applicant or employee's system, or any other relevant information, and to substantiate such explanation with medical evidence.

6.7 **Confidential Records:**

Records of all drug and alcohol test results and related information maintained by the City shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee tested. The City will not release such records to any person other than the applicant or employee tested, except that the City may release the records for any of the following purposes:

- As admissible evidence by the City or the individual tested in a case or proceeding before a court of record or administrative agency if either the City or the individual tested are names parties in the case or proceeding;

- In order to comply with a valid judicial or administrative order; or
- To the City's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.

Notwithstanding the foregoing, the City may enter into a contract with another employer allowing the entities to share the results of drug or alcohol testing of any tested person who works pursuant to such contractual agreement.

6.8 Available Appeal Procedures:

Any employee who disagrees with a personnel action taken as a result of his or her refusal to undergo drug or alcohol testing, or because of a test result, will upon request, be given an opportunity to discuss such matter with the Human Resources Director, or his or her designated representative. Such discussion shall constitute the employee's or applicant's appeal to any personnel action taken, except to the extent that the employee has other grievance rights via City personnel policies and procedures or a collective bargaining agreement.

6.9 Safety-Sensitive Position or performing safety-sensitive job duties

Being in a Safety-Sensitive Position or performing safety-sensitive job duties includes tasks or duties that the City reasonably believes could affect the safety and health of the employee performing the task or others.

Safety-Sensitive Positions: The City's designated Safety-Sensitive Positions are maintained, reviewed and updated as needed, on the City's Safety-Sensitive Position List.

Generally, the City designates any employee engaged in the following duties as an employee in a Safety-Sensitive Position and/or performing safety-sensitive job duties:

- i. Duties may risk injury to themselves or others; or
- ii. Employees whose job responsibilities involve public safety or the safety of others; or
- iii. Must use dangerous tools/equipment in the performance of their job duties; or
- iv. Must perform job duties at heights; or
- v. Must perform job duties and use dangerous chemicals or hazardous materials, including potentially volatile, flammable, combustible materials, elements, chemicals or any other highly regulated component;

- vi. Operate, repair, monitor equipment or motor vehicles, machinery or power tools;
- vii. Perform duties in residential or commercial premises of a customer, supplier or vendor;
- viii. Perform the operation, maintenance or oversight of critical services and infrastructure (water);
- ix. Prepare or handle food; or
- x. Must carry a firearm in the performance of job duties.

The City designates any employee regularly driving a vehicle in the course and scope of employment as performing safety-sensitive job duties. Regularly driving a vehicle (personal or City vehicle) means two or more times a week in the course and scope of employment.

The City reserves the right to modify the Safety-Sensitive Positions List in keeping with the law as positions or duties may change from time to time. If you have a question as to whether your job has been designated a Safety-Sensitive Position or whether you are performing safety-sensitive job duties, as your manager or Human Resources.

6.10 Questions about this policy:

This Policy is governed by and subject to the laws of the State of Oklahoma, Okla. Stat. tit. 40 § 551 et seq. Should you have any questions about this Policy, please contact the Human Resources Department.

## ***Exhibit "B"***

The purpose of this exhibit is to establish a fair and equitable procedure for bargaining unit members to schedule paid leave time. Nothing in this exhibit shall limit the employer's authority in determining the number of employees who may schedule paid time off, determining sufficient staffing nor limit management's authority as provided by the contract, department policy or practice.

**Section 1** For scheduling purposes all members of the bargaining unit will be given a ranking to coincide with their seniority based upon the criteria in Article VIII. For purposes of scheduling paid leave, employees at the same rank and assignment and/or shift will compete against one another. Paid time off is defined as vacation leave, holidays and compensatory time.

**Section 2** Paid leave requests shall be submitted by the bargaining unit member to their immediate supervisor. The supervisor in conjunction with other management will approve or reject the request.

**Section 3** Paid leave requests for a minimum of forty (40) work hours; the leave will be granted on the basis of seniority up to ninety (90) days prior to the first day of the leave requested. A more senior employee may bump an employee ninety (90) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. Once the ninety (90) day threshold has been reached the employee who has made the scheduling request may not be bumped. If a request for paid time off is made less than ninety (90) days prior to the date and it is approved, the requesting employee may not be bumped. (Example-if an employee requests July 1<sup>st</sup> through 5<sup>th</sup> the employee may be bumped no later than April 2<sup>nd</sup>.)

**Section 4** Paid leave requests for thirty-nine (39) hours or less; the leave will be granted on the basis of seniority up to thirty days prior to the first day of the leave requested. Therefore, a more senior employee may bump an employee thirty (30) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. If a request for paid time off is made less than thirty (30) days prior to the date requested the employee may not be bumped. (Example-if an employee requests July 4<sup>th</sup> the employee may be bumped no later than June 4<sup>th</sup>).



**Exhibit "C"**  
**Body Worn Camera Policy**

Both parties agree the body worn camera policy is a mandatory item for bargaining. The body worn camera policy (REG315) shall be a part of this contract. Any modification to this policy is subject to bargaining and must be negotiated prior to any implementation. Policy below:

The Broken Arrow Police Department acknowledges all police encounters and/or incidents cannot be predicted. This policy is utilized as a guideline for officers in the best interest of transparency and accountability. However, due to the unpredictable nature of the police profession, deviation from this policy is allowed when in the best interest of safety, reasonableness, and/or when considering a totality of the circumstances. Police encounters can be tense, uncertain, and rapidly evolving. For these reasons, officers are never expected to prioritize camera operations and guidelines over safety and reasonableness.

Body-worn cameras (BWC) provide objective recordings of events that officers encounter. These recordings may provide valuable evidence for prosecution, assist officers with completing reports, and protect officers from false allegations. Body-worn camera recordings will only be used for official purposes and shall never be used to embarrass, exploit, or harass an employee or the public.

The department acknowledges that any visual recording is only representative of one perspective of an event and that a camera may "see" differently than the human eye. An officer's recall of an event, particularly in a critical incident or acute-stress encounter, is distinct from any other view.

**POLICY**

The following procedures govern the use and management of body-worn camera systems. These procedures do not apply to undercover investigations and/or court-ordered or court-authorized electronic surveillance.

Oklahoma is a one-party consent state; therefore, when an officer is a party to a recorded conversation, he or she is not violating state law.

Each officer must be trained in the operation of the body-worn camera system and the applicable written policies and directives prior to use. Only department-issued body-worn camera systems shall be used. Each officer assigned a body-worn camera is required to use it during his or her shift and shall operate the assigned body-worn camera in accordance with policies and directives. All department-issued body-worn cameras, associated equipment, and recordings are the property of the Broken Arrow Police Department.

***Violation of any section of this procedure may result in disciplinary action.***

**DEFINITIONS**

**Body-Worn Camera Administrator:**

The person(s) assigned to manage and oversee the body-worn camera equipment and systems.

Body-Worn Camera System:

The hardware and software that comprises an audio and video recording system.

Body-Worn Camera:

A camera that is worn on the person of an officer to capture audio and video recordings.

Categorize (tag):

The process of labeling a recording for retention purposes. The four labels that can be tagged from the actual body-worn camera include traffic stop, call for service, report, and arrest. Additional labels and comments of the event can be done once the video is uploaded to the web portal.

Confidential Individual:

An informant who has been assigned a CI number and to whom money may be paid for information. As defined in the Special Investigations Unit Manual, to include an unnamed source.

Failure to Activate:

When an officer does not activate the BWC as required by this procedure.

Healthcare Facility:

Any public or private authority, corporation, or business where healthcare services are provided. Examples may include but are not limited to, a hospital, emergency room, ambulance, health clinic, doctor's office, nursing home, pharmacy, dental office, drug or alcohol treatment facility, or mental health facility.

Individually Identifiable Health Information:

Any personal medical information whether oral or recorded in any form or medium, including demographic information collected from an individual that is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse and relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual or the past, present or future payment for the provision of healthcare to an individual and identifies the individual or there is a reasonable basis to believe that the information can be used to identify the individual.

Official Purposes:

Actions consistent with the duties and responsibilities of a police employee while adhering to the written policies and directives of the police department. Other parties such as prosecuting or municipal attorneys and/or their staff will have access to body-worn camera recordings to carry out their official duties.

Undercover Officer:

An officer requiring anonymity based upon current law enforcement assignment where identifying the officer could jeopardize his or her safety and/or an ongoing investigation.

## **PROCEDURE**

### *A. Officer Responsibilities*

1. Each officer is responsible for the issued body-worn camera equipment assigned to him or her.
2. The officer shall ensure the assigned body-worn camera is operating properly. If at any time the officer discovers the body-worn camera is damaged or malfunctioning, the officer shall notify his or her supervisor as soon as practical. If the supervisor cannot resolve the issue, the supervisor will notify the Body-Worn Camera Administrator and/or Quartermaster. If a camera is damaged or malfunctioning, it shall not be used and will be returned to the Body-Worn Camera Administrator or Quartermaster.
3. An officer *shall not* use a body-worn camera during secondary employment unless the officer is being compensated by the City of Broken Arrow.
6. Each recording will be tagged/categorized by the officer and shall be completed no later than the end of the officer's shift or before the start of the officer's next shift. The officer shall document the existence of a body-worn camera recording in all applicable reports.
5. If an officer does not make a complete recording as required or interrupts a recording, the officer will document the circumstances of such action in the verbal acknowledgment on the BWC, CFS notes of the call or narrative of the case report.
6. The use of a body-worn camera does not alleviate the responsibility for an officer to complete a detailed report related to their involvement in an incident as required by written directives.
7. If any officer, detective, undercover officer, or supervisor is aware that an undercover officer or confidential individual may have been captured in a body-worn camera recording, they will either notate this information in the body-worn camera database or ask a supervisor to do so.
8. Each officer is responsible for the preservation of recorded content on his or her assigned body-worn camera until uploaded. The officer will upload his or her body-worn camera recording(s) at the end of their shift or before the start of their next shift unless authorized by a supervisor. The officer may need to upload recordings when the camera is nearing its storage capacity during or before the end of their shift.
9. Uploads can be processed using the docks in the report room at the PSC or at the jail.

### *B. Activation of the Body-Worn Camera*

1. Each officer **shall** activate his or her body-worn camera under the following circumstances:

a. Prior to any investigative detention, mental health detention, traffic or vehicle stop or custodial arrest

b. Prior to any search of a person, vehicle, or structure;

c. Prior to the use of force;

d. Prior to initiating any Code 3 response;

e. Prior to exiting the police vehicle on a call for service;

f. While involved in any vehicle or foot pursuit;

g. When conducting a Standardized Field Sobriety Test (SFST) or Drug Recognition Expert (DRE) evaluation;

h. While transporting, guarding, or encountering any person who becomes uncooperative, agitated, combative, threatening, or makes statements related to his or her arrest/protective custody;

i. For the purpose of documenting a dying declaration; or

j. When directed by a supervisor.

2. An officer **may** activate his or her body-worn camera anytime the officer deems it appropriate to record for official purposes.

NOTE: An officer is not required to advise a person he or she is recording their interaction unless the person specifically asks if they are being recorded, at which point the officer shall inform the person they are being recorded.

### *C. De-Activation of the Body-Worn Camera*

1. An officer **shall not** activate or shall deactivate his or her body-worn camera:

a. In a healthcare facility, unless required by this policy

b. During a conversation with any supervisor or investigator;

c. During activities, conversations, or meetings with law enforcement employees while not on a call or incident;

d. During planning or briefing with the Special Operations Team, Negotiators, or Special

Investigations Unit at any time;

e. At the conclusion of a call or incident;

f. While inside an area where Criminal Justice Information is present (Communications Center & Records); or

g. While maintaining a secured crime scene after an incident if approved by a supervisor.

2. Other than at the conclusion of a call or incident, the body-worn camera shall be reactivated immediately after the end of the above circumstances.

3. Prior to deactivating a body-worn camera and when safe to do so, the officer shall make a recorded announcement as to the reason the camera is being deactivated, such as:

a. Contact completed;

b. Incident concluded; or

c. Ordered by supervisor (name) to end recording.

*D. Prohibited Use of Body-Worn Cameras/Recordings*

1. Body-worn cameras and/or body-worn camera recordings shall not be:

a. Used for personal gain or activities;

b. Copied, deleted, altered, uploaded, reviewed, or released in any manner, except as authorized by written directives; or

c. Viewed by citizens, unless authorized by a supervisor.

d. Used to record department employees, except as provided for by this procedure;

e. Removed from the officer's person and left unattended while recording; or

f. Used to record any court proceeding or administrative hearing.

2. Personnel shall not utilize the body-worn camera recordings for monitoring of personnel, nor to initiate action against an employee. Only in the case of a complaint from a citizen or employee shall the recordings be reviewed.

*E. Officer Review of Body-Worn Camera Recordings*

1. An officer will be allowed to review his or her body-worn camera recordings or the portion of another officer's recording where that officer is captured:

a. To assist with an investigation and completion of reports;

b. Before making any statement or being interviewed. If the officer is the subject of a criminal investigation, which is outside the scope of his or her duties, the Chief of Police may restrict his or her ability to review any body-worn camera recordings. If the officer is the subject of an Internal Affairs Investigation, he or she may have an employee representative/legal counsel present during the review. If the officer is the subject of a criminal investigation, he or she may have legal counsel present. If requested by the officer, employee representative or legal counsel the review of the recording shall be conducted privately so that the event may be discussed; or

c. Prior to testifying in court.

#### *F. Officer Request for Redaction or Deletion*

1. An officer may request to redact or delete recordings (i.e., accidental recordings unrelated to any law enforcement action) by submitting a written request to their Division Commander. The Division Commander will review the recording and the request to authorize or deny the redaction or deletion. The Division Commander may consult with City Legal prior to making a decision. The Division Commander will include an explanation for his or her decision and will immediately send the request electronically to the Records Unit. The officer will be notified of the decision.

2. An original recording that may have evidentiary value will be maintained by the Record's Unit. If a redaction is made, a copy of the original recording will be made and only the copy will be redacted. The original and the copy will be maintained by the Record's Unit.

3. An original recording that has no evidentiary value may be deleted as provided above.

#### *G. Supervisor Responsibilities*

1. Supervisors shall ensure each officer who is assigned a body-worn camera uses the camera throughout each shift and in accordance with this procedure. To ensure compliance and effectively carry out their responsibilities, supervisors shall review recordings under the following circumstances only:

a. When investigating allegations of misconduct concerning a specific incident involving any officer;

b. When a recording has been identified for departmental training or instructional purposes with prior approval from the Division Commander or designee;

c. When an FTO or FTO supervisor is reviewing a recording(s) for training or instructional purposes related to a specific probationary officer;

- d. When conducting a use of force or a pursuit follow-up investigation; or
- e. A supervisor may have to categorize and/or tag an officer's body-worn camera recording(s) if the officer is unable to do so.
- f. During the audit of body-worn camera footage as described below.

#### *H. Investigators Responsibilities*

- 1. An investigator shall request from records and review any body-worn camera recordings related to and in furtherance of his or her assigned investigation(s). Investigators will document any viewing of body-worn camera recordings in the appropriate investigation reports.
- 2. When an officer is involved in an incident that results in death or serious injury, the involved officer(s) and witnessing officer(s) body-worn camera(s) will be turned over, once the scene is safe, to the CID supervisor on scene. That supervisor shall take possession of the camera(s) and secure the camera(s). The recordings will not be downloaded or viewed unless approved by a Captain or above. The supervisor will turn the camera(s) over to the appropriate investigative personnel. The investigator will be responsible for uploading the recorded content.
- 3. Citizen complaints may be assigned to the supervising Watch Commander for initial follow-up. If the Watch Commander determines the complaint is without merit the Office of Professional Standards will not investigate the complaint.

#### *I. Watch Commander Responsibilities*

- 1. The Watch Commander will conduct audits as outlined of body-worn camera footage to ensure officers are following training, policy, and procedures.
  - a. The Watch Commander will review ten (10) BWC captures per month. Watch commanders will review all officers in their command then start over on the roster to ensure reviews are conducted equally across the shift. This review will be logged in the RMS "Captain Body Camera Review" module.

#### *J. Division Commander Responsibilities*

- 1. The Division Commander will conduct audits as outlined below of footage to ensure officers are following training, policy, and procedures.
  - a. The Division Commander will review five (5) random BWC captures per shift each month of those officers with Body Cameras. This will be logged within the RMS in the "Major Body Camera Review" module.

Body-worn camera recordings may contain evidence in criminal and/or civil proceedings. Appropriate prosecutors, municipal attorneys, and their staff will have access to body-worn

camera recordings for official purposes.

#### *K. Quartermaster Responsibilities*

1. Tracking and inventory of all body-worn cameras;
2. Repairing and replacing body-worn cameras and system components and/or sending them to the manufacturer for repair or replacement; and
3. Ensuring officers are properly trained on body-worn camera use.

#### *L. Administrator Responsibilities*

1. Setup, password reset, and other administrative duties.
2. Maintaining all body-worn cameras and system components;
3. Locking body camera recordings from viewing as needed. (ie. Accidental recordings, high profile cases) The Body-Worn Camera Administrator, Records Clerks, and/or designee may access BWC videos as needed to diagnose and resolve issues with BWC system hardware and software. The reason for viewing the video(s) must be directly related to the scope of the hardware or software issue observed.

#### *M. Records Unit Responsibilities*

1. Maintaining recordings in accordance with department and city retention procedures;
2. Processing requests for redaction or deletion and maintaining records of these requests;
3. During a record and/or BWC Clerk's normal duties, they shall report any egregious behavior (**that would fall under a Category II**) to the chain of command.
4. Providing recordings pursuant to Open Records requests;
5. Processing subpoenas and court orders for recordings; and
6. Processing requests for review from authorized personnel.

#### *N. Use of Body-Worn Camera in Healthcare Facilities*

Federal law imposes severe restrictions on healthcare providers concerning the release of "Individually Identifiable Health Information." The definition of such information is very broad and includes patient identity, directly or indirectly by any means including clothing, event, or a particular injury. If an officer has reason to believe that individually identifiable health information has been recorded, a comment should be noted once the video has been uploaded.



Records will redact any individually identifiable health information.

#### *O. Access and Viewing of Body-Worn Camera Recordings*

All access, viewing, and activity related to body-worn camera recordings are logged and subject to audit at any time. Access and viewing of body-worn camera recordings shall only be by personnel, as authorized by this procedure.

#### *J. Audit/Reviews of BWC*

The purpose of this policy is to ensure regular audits and reviews of Body Worn Camera (BWC) footage to promote accountability, adherence to department protocols, and compliance with Gen 212 policy. This policy establishes guidelines for identifying and addressing performance issues or violations, while distinguishing between different levels of violations and their respective documentation processes.

#### **Scope**

This policy applies to all personnel required to utilize Body Worn Cameras during their duties, as well as supervisors responsible for conducting reviews and audits of BWC footage.

#### **General Guidelines**

##### **1. Audit and Review Frequency**

Audits and reviews of BWC footage will be conducted on a regular basis to ensure compliance with departmental policies, specifically Gen 212. Captains will be responsible for overseeing the audit process and ensuring any observed violations are addressed in a timely manner.

##### **2. Category I Violations**

Category I violations include minor breaches of protocol or performance-related issues that do not involve misconduct or intentional disregard for policy. If a Category I violation is observed during an audit or review, it must be referred to the immediate supervisor for "on the spot" corrections to the employee's performance of duty.

- o **Documentation:** Informal documentation of the correction must be entered into NEOGov to maintain a record of the incident and the corrective action taken.

- o **Action:** The supervisor will address the issue with the involved employee immediately, providing guidance and corrective instructions.

### **3. Category II Violations**

Category II violations involve more serious breaches of policy, including intentional misconduct, negligence, or actions that could lead to disciplinary measures. These are the primary focus of the audit and review process.

- o **Documentation:** Any Category II violation observed during the audit must be documented in Blue Team, outlining the nature of the violation, the personnel involved, and any further action required.

- o **Action:** The violation will be escalated through appropriate channels, and formal investigations or disciplinary actions may be initiated, depending on the severity of the incident.

### **4. Compliance with Gen 212 Policy**

All audits and reviews conducted under this policy must adhere to the procedures outlined in Gen 212. Any discrepancies or additional steps required by Gen 212 must be incorporated into the audit process to ensure complete compliance.

#### **Accountability**

Supervisors conducting audits are responsible for ensuring that all violations, whether Category I or II, are handled according to this policy. Failure to follow proper documentation or escalation procedures may result in disciplinary action for the responsible supervisor.

#### **Continuous Improvement**

The results of BWC audits and reviews will be periodically assessed to identify trends and areas for improvement. Training and development plans may be adjusted based on the findings from these audits to ensure ongoing compliance and operational excellence.

#### **Public Relations Utilization**

The Public Relations Unit (PRU) may utilize body worn camera footage to highlight exemplary work by officers in the course of their duties. This may be utilized for such purposes with approval of the affected officers' approval and the approval of a Captain or above.

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**POLICE SALARY SCHEDULE A**  
**FY 2024-2025 Effective 7/01/2024-12/31/2024**

<i>Position (Pay Grade)</i>	1	2	3	4	5	6	7	8	9	10	11	12
<i>Police Officer (402)</i>	Probationary											
<u>Annual</u>	\$66,240.94	\$69,167.24	\$73,952.10	\$77,236.32	\$80,668.60	\$84,162.94	\$87,913.97	\$91,835.47	\$95,933.87	\$102,687.72	\$106,281.18	
<u>Biweekly</u>	\$2,547.73	\$2,660.28	\$2,844.31	\$2,970.63	\$3,102.64	\$3,237.04	\$3,381.31	\$3,532.13	\$3,689.76	\$3,949.53	\$4,087.74	
<u>Hourly Rate</u>	\$31.8466	\$33.2535	\$35.5539	\$37.1328	\$38.7830	\$40.4630	\$42.2663	\$44.1517	\$46.1221	\$49.3691	\$51.0967	
<u><i>Sergeant (404)</i></u>												
<u>Annual</u>		\$86,267.89	\$89,717.16	\$93,307.01	\$97,039.53	\$100,921.37	\$103,698.86	\$108,313.00	\$116,705.46	\$121,723.33	\$125,983.96	
<u>Biweekly</u>		\$3,318.00	\$3,450.66	\$3,588.73	\$3,732.29	\$3,881.59	\$3,988.42	\$4,165.88	\$4,488.67	\$4,681.67	\$4,845.54	
<u>Hourly Rate</u>		\$41.4749	\$43.1332	\$44.8591	\$46.6536	\$48.5199	\$49.8552	\$52.0736	\$56.1084	\$58.5208	\$60.5692	
<u><i>Captain (405)</i></u>												
<u>Annual</u>		\$99,824.73	\$103,817.55	\$107,970.55	\$112,288.31	\$116,780.65	\$121,452.22	\$126,775.47	\$132,427.53	\$138,339.14	\$143,180.37	
<u>Biweekly</u>		\$3,839.41	\$3,992.98	\$4,152.71	\$4,318.78	\$4,491.56	\$4,671.24	\$4,875.98	\$5,093.37	\$5,320.74	\$5,506.94	
<u>Hourly Rate</u>		\$47.9927	\$49.9123	\$51.9089	\$53.9848	\$56.1445	\$58.3905	\$60.9497	\$63.6671	\$66.5092	\$68.8367	
<u><i>Major (406)</i></u>												
<u>Annual</u>		\$111,103.37	\$115,546.01	\$120,167.62	\$124,974.87	\$129,973.69	\$135,172.83	\$141,179.20	\$147,456.69	\$154,018.96	\$159,409.92	
<u>Biweekly</u>		\$4,273.21	\$4,444.08	\$4,621.83	\$4,806.73	\$4,998.99	\$5,198.95	\$5,429.97	\$5,671.41	\$5,923.81	\$6,131.15	
<u>Hourly Rate</u>		\$53.4151	\$55.5510	\$57.7729	\$60.0841	\$62.4874	\$64.9869	\$67.8746	\$70.8926	\$74.0476	\$76.6394	

**POLICE SALARY SCHEDULE A**  
**FY 2024-2025 Effective 1/1/2025**

<i>Position (Pay Grade)</i>	1	2	3	4	5	6	7	8	9	10	11	12
	Probationary											
<u><i>Police Officer (402)</i></u>												
Annual	\$66,572.14	\$69,513.08	\$74,321.86	\$77,622.50	\$81,071.94	\$84,583.75	\$88,353.54	\$92,294.65	\$96,413.54	\$103,201.16	\$106,812.59	
Biweekly	\$2,560.47	\$2,673.58	\$2,858.53	\$2,985.48	\$3,118.15	\$3,253.22	\$3,398.21	\$3,549.79	\$3,708.21	\$3,969.28	\$4,108.18	
Hourly Rate	\$32.0058	\$33.4197	\$35.7317	\$37.3185	\$38.9769	\$40.6653	\$42.4777	\$44.3724	\$46.3527	\$49.6159	\$51.3522	
<u><i>Sergeant (404)</i></u>												
Annual		\$86,699.23	\$90,165.75	\$93,773.55	\$97,524.73	\$101,425.98	\$104,217.35	\$108,854.57	\$117,288.99	\$122,331.95	\$126,613.88	
Biweekly		\$3,334.59	\$3,467.91	\$3,606.67	\$3,750.95	\$3,901.00	\$4,008.36	\$4,186.71	\$4,511.11	\$4,705.07	\$4,869.76	
Hourly Rate		\$41.6823	\$43.3489	\$45.0834	\$46.8869	\$48.7625	\$50.1045	\$52.3339	\$56.3889	\$58.8134	\$60.8721	
<u><i>Captain (405)</i></u>												
Annual		\$100,323.85	\$104,336.64	\$108,510.40	\$112,849.75	\$117,364.55	\$122,059.48	\$127,409.35	\$133,089.67	\$139,030.84	\$143,896.27	
Biweekly		\$3,858.61	\$4,012.95	\$4,173.48	\$4,340.38	\$4,514.02	\$4,694.60	\$4,900.36	\$5,118.83	\$5,347.34	\$5,534.47	
Hourly Rate		\$48.2326	\$50.1618	\$52.1685	\$54.2547	\$56.4253	\$58.6824	\$61.2545	\$63.9854	\$66.8417	\$69.1809	
<u><i>Major (406)</i></u>												
Annual		\$111,658.89	\$116,123.74	\$120,768.46	\$125,599.74	\$130,623.56	\$135,848.69	\$141,885.10	\$148,193.97	\$154,789.05	\$160,206.97	
Biweekly		\$4,294.57	\$4,466.30	\$4,644.94	\$4,830.76	\$5,023.98	\$5,224.95	\$5,457.12	\$5,699.77	\$5,953.43	\$6,161.81	
Hourly Rate		\$53.6822	\$55.8287	\$58.0618	\$60.3845	\$62.7998	\$65.3119	\$68.2140	\$71.2471	\$74.4178	\$77.0226	