

AN AGREEMENT WITH:

THE CITY OF BROKEN ARROW, OKLAHOMA,
A Municipal Corporation

and

FRATERNAL ORDER OF POLICE
Lodge No. 170

FISCAL YEAR 2015-16

TABLE OF CONTENTS

1	PURPOSE OF AGREEMENT	1
2	AUTHORITY AND TERMS	1
3	RECOGNITION	1
4	MANAGEMENT RIGHTS AND RESPONSIBILITIES	2
5	PREVAILING RIGHTS	4
6	PROHIBITION OF STRIKES	4
7	SUCCESSORS AND ASSIGNS	5
8	SENIORITY	5
9	MANAGEMENT-BARGAINING AGENT MEETINGS	6
10	UNION BUSINESS	6
11	REDUCTION IN FORCE	8
12	GRIEVANCE PROCEDURE	8
13	MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION	12
14	POLICY AND PROCEDURES	13
15	DUES DEDUCTION	14
16	EDUCATIONAL COMPENSATION	15
17	FAMILY LEAVE	16
18	UNIFORMS	16
19	DESTRUCTION OF OFFICER'S PROPERTY	17
20	HOLIDAYS	18
21	SICK LEAVE	20

22	COMPENSATION	22
23	FLSA IMPLEMENTATION / OVERTIME	24
24	LONGEVITY	28
25	VACATION	29
26	FURLOUGHS	31
27	WORKING OUT OF CLASSIFICATION	31
28	SAFETY AND HEALTH	32
29	GROUP HEALTH INSURNACE	33
30	RETIREMENT	34
31	DRUG AND ALCOHOL TESTING	34
32	USE OF CITY VEHICLES	35
33	SAVINGS CLAUSE	35
34	PROMOTIONS	36
35	OFFICER BILL OF RIGHTS	44
36	FUNERAL EXPENSES	46
37	TATOO POLICY	46
38	DURATION OF AGREEMENT	46

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 1st day of July, 2015 and shall remain in full force and effect until midnight the 30th of June, 2016 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 full time 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 full time 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. 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. Full time commissioned officers who have not completed the employment probationary period as required by the City of Broken Arrow Code of Ordinances and personnel rules 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 full time commissioned officers 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 overtime;
- 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;
- 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 twenty (120) 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 twenty (120) 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 by

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. Deductions will not be made from the earned wages of entry level probationary employees. 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 compensation for obtaining a degree from an accredited college or university as follows:

A.A.	B.S.	Masters
\$75	\$125	\$191.50

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 amount of reimbursement shall be based on the following schedule:

If the bargaining unit member earns an "A" in a course reimbursement shall be at 100%.

If the bargaining unit member earns a "B" in a course reimbursement shall be at 75%.

If the bargaining unit member earns a "C" in a course reimbursement shall be at 50%.

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 emergency. Immediate family shall be defined as: spouse, and children, mother, father, brother, sister, and grandparents, and legally adopted children of the employee or the employee's spouse, and other relatives if the latter are actually members of the employee's household. Funeral leave may be granted for the demise of other persons whose relationship could justify an 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 defined above, which is serious enough to warrant the presence of the employee, as certified by the attending physician, the employee shall be granted up to three (3) calendar days off with pay 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 \$1,500 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 \$611 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 on-the-job duties:

- a. Prescription Eye glasses and prescription sunglasses;
- b. Contact Lenses;
- c. Dentures;
- d. Braces;
- e. Hearing Aids;
- f. Civilian clothing;
- g. Uniform Clothing;

- h. Weapons;
- i. Watches (maximum - \$100.00);
- j. Jewelry (maximum - \$200.00);
- k. Eye Protection (sunglasses) - \$150 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 (maximum \$500). 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 ninety-six (96) hours of holiday leave on July 1st 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. If a bargaining unit member actually works the holiday of Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas, New Years Day, Martin Luther King Day, Good Friday or Memorial Day and the officer's scheduled hours to work on that holiday exceed eight (8) hours then the bargaining unit member will be

credited with the amount of hours scheduled to work which exceed eight (8). The crediting of additional holiday hours applies only to regularly scheduled work hours. Hours worked beyond the officer's regular schedule will not apply. 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, 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 1st), Independence Day (July 4th), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) 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.

Section 2. Bargaining unit members may maintain a maximum of 160 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, sister or brother 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 with or 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 seven hundred twenty

(720) hours sick leave and maintains a balance of seven hundred twenty (720) hours for the fiscal year 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 days sick leave taken - 30% of the monthly base pay at the pay step the bargaining unit member is assigned as of June 30.

1-day sick leave taken - 22% of the monthly base pay at the pay step the bargaining unit member is assigned as of June 30.

2 days sick leave taken - 15% of the monthly base pay at the pay step the bargaining unit member is assigned as of June 30.

3 days sick leave taken - 9% of the monthly base pay at the pay step the bargaining unit member is assigned as of June 30.

Any bargaining unit member using more than three (3) 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 for shall go into effect and be paid on the existing bi-weekly schedule.

Section 2. Bargaining unit members (except those promoting from Officer to Corporal) shall be placed at the first pay step in the new range that provides a minimum 10% increase. Those bargaining unit members promoting to Corporal shall be placed at the existing step the employee occupies at the time of promotion. In those instances where the bargaining unit member is promoted to Corporal and then to Sergeant within a one-year period the bargaining unit member shall be moved to the pay grade for Sergeant and back one step. 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. Probationary employees at the rank of police officer (grade 402) who successfully complete the academy and field training shall move to the second pay step in that pay range. Such base wage increase does not affect the employee's status as described in Article 3 of this agreement. Effective July 1, 2011 through June 30, 2013 only, all bargaining unit members shall be eligible for a satisfactory performance increase on the employee's anniversary date. 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 \$30 per shift for each shift 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 \$30 per shift benefit as described above.

When an officer is assigned to train a new K-9 officer and dog, that training officer shall receive \$30 per shift 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.

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.

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 130 hours. Once an officer achieves a balance of 130 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. The schedule shall be as follows:

Years of Service	Amount
25	\$2500
24	\$2400
23	\$2300
22	\$2200
21	\$2100
20	\$2000
19	\$1900
18	\$1800
17	\$1700
16	\$1600

15	\$1500
14	\$1400
13	\$1300
12	\$1200
11	\$1100
10	\$1000
9	\$900
8	\$800
7	\$700
6	\$600
5	\$500

less than 5 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 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	10 days 80 hours	15 days 120 hours
five years but less than ten	15 days 120 hours	23 days 184 hours
ten years but less than eighteen	20 days 160 hours	30 days 240 hours
Eighteen years but less than twenty	22 days 176 hours	33 days 264 hours
Twenty or more	25 days 200 hours	38 days 304 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".

Section 5. The parties acknowledge that as a result of a schedule change the vacation

accrual maximum accumulation has been reduced from the fiscal year 1997-98 contract. The City agrees that no bargaining member shall lose vacation leave carryover as a result of the fractional adjustment from fiscal year 1997-98 to fiscal year 1998-99. However, the FOP acknowledges that the maximum accumulation remains in effect for officers whose accrual exceeds the maximum stated in this article.

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 \$3.00 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 \$4.00 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 \$5.00 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 \$6.00 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 or 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. Effective January 1, 2007 all bargaining unit members shall pay \$25 per month for employee health, dental and life insurance.

Section 2. The employer agrees to offer identical dependant 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.

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 work station so long as the bargaining unit member's home is within three (3) miles of the Broken Arrow city limits.

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:

Corporal:

1. Three 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 year prior to the promotional testing.
3. Must not have received a disciplinary demotion within 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.

Sergeant:

1. Five consecutive years of service as a commissioned police officer with the City of Broken Arrow or have served in the rank of Corporal for one year.
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 Corporal, Sergeant and Captain:

Corporal and Sergeant:

1. A written examination will be given to all qualified candidates. Corporal and Sergeant applicants will take the same test. 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 thirty-five percent (35%) from the written exam, forty percent (40%) from the Assessment Center and twenty-five percent (25%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated. Current openings in the Sergeant(s) position(s) will be filled first and the Corporal(s) position(s) will be filled from the remainder of the list.
5. Candidates for Corporal and Sergeant will take the same test and will participate in one assessment center. Promotions to the rank of Corporal and Sergeant will be made from the list according to the candidates eligibility and desire for each position.

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 an 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 thirty-five (35%) from the written exam, forty percent (40%) from the Assessment Center and twenty-five percent (25%) 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 five members will be totaled for the final score for the Internal Review Panel.

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 \$10,000 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 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

The City and the Lodge agree that the tattoo policy that was amended on January 23, 2013 shall not result in any bargaining member who had a visible tattoo above the elbow at the time of the policy taking effect be negatively impacted by said policy. It is further agreed that such existing tattoos will be documented with a waiver in the employees personnel file. All current and future employees will otherwise abide by the policy as written or modified.

ARTICLE 38
DURATION OF AGREEMENT

This contract shall be effective as of the 1st day of July 2015 and shall remain in force and effect until June 30, 2016. IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2015.

CITY OF BROKEN ARROW, OKLAHOMA
Municipal Corporation

BY: _____

ATTEST:

CITY CLERK

FRATERNAL ORDER OF POLICE,
LODGE NO. 170

BY: _____

ATTEST:

BY: _____

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 1st through the 5th the employee may be bumped no later than April 2nd.)

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 4th the employee may be bumped no later than June 4th.)

POLICE SALARY SCHEDULE A

FY 2015-2016

Position (Pay Grade)	Step										
	1	2	3	4	5	6	7	8	9	10	11
Police Officer (402)											
Annual	\$43,757.58	\$45,681.38	\$47,699.39	\$50,999.10	\$53,263.81	\$55,631.06	\$58,040.94	\$60,627.63	\$63,331.84	\$66,158.14	\$70,815.68
Biweekly	\$1,682.98	\$1,756.98	\$1,834.59	\$1,961.50	\$2,048.61	\$2,139.66	\$2,232.34	\$2,331.83	\$2,435.84	\$2,544.54	\$2,723.68
Hourly Rate	\$21.0373	\$21.9622	\$22.9324	\$24.5188	\$25.6076	\$26.7457	\$27.9043	\$29.1479	\$30.4480	\$31.8068	\$34.0460
Corporal (403)											
Annual	\$52,469.66	\$56,099.47	\$58,590.90	\$61,894.56	\$63,845.39	\$66,689.79	\$69,665.02	\$72,774.42	\$77,897.66		\$77,897.66
Biweekly	\$2,018.06	\$2,157.67	\$2,253.50	\$2,380.56	\$2,455.59	\$2,564.99	\$2,679.42	\$2,799.02	\$2,996.06		\$2,996.06
Hourly Rate	\$25.2258	\$26.9709	\$28.1687	\$29.7570	\$30.6949	\$32.0624	\$33.4928	\$34.9877	\$37.4508		\$37.4508
Sergeant (404)											
Annual	\$59,492.37	\$61,871.06	\$64,346.46	\$66,920.67	\$69,597.63	\$71,513.52	\$74,695.09	\$80,482.90	\$83,943.39		\$83,943.39
Biweekly	\$2,288.17	\$2,379.66	\$2,474.86	\$2,573.87	\$2,676.83	\$2,750.52	\$2,872.89	\$3,095.50	\$3,228.59		\$3,228.59
Hourly Rate	\$28.6021	\$29.7457	\$30.9358	\$32.1734	\$33.4604	\$34.3815	\$35.9111	\$38.6937	\$40.3574		\$40.3574
Captain (405)											
Annual	\$68,841.55	\$71,595.26	\$74,459.22	\$77,436.74	\$80,534.69	\$83,756.40	\$87,427.39	\$91,325.10	\$95,401.70		\$95,401.70
Biweekly	\$2,647.75	\$2,753.66	\$2,863.82	\$2,978.34	\$3,097.49	\$3,221.40	\$3,362.59	\$3,512.50	\$3,669.30		\$3,669.30
Hourly Rate	\$33.0969	\$34.4208	\$35.7977	\$37.2292	\$38.7186	\$40.2675	\$42.0324	\$43.9063	\$45.8662		\$45.8662
Major (406)											
Annual	\$76,619.71	\$79,683.55	\$82,870.32	\$86,185.84	\$89,632.82	\$93,218.53	\$97,360.43	\$101,689.74	\$106,215.20		\$106,215.20
Biweekly	\$2,946.91	\$3,064.75	\$3,187.32	\$3,314.84	\$3,447.42	\$3,585.33	\$3,744.63	\$3,911.14	\$4,085.20		\$4,085.20
Hourly Rate	\$36.8364	\$38.3094	\$39.8415	\$41.4355	\$43.0927	\$44.8166	\$46.8079	\$48.8893	\$51.0650		\$51.0650

CITY OF BROKEN ARROW ADMINISTRATIVE REGULATION

SUBJECT: Administrative Regulation
Procedures and Documents Concerning
Drug and Alcohol Policy/ -Testing

MANUAL: Personnel
NUMBER: 9.4.1
REVISION: 3

EFFECTIVE DATE: 10-01-13

1.0 PURPOSE:

The City of Broken Arrow considers its employees to be its most valuable resource and is concerned about the health, safety, well being, 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 Alcohol and Drug Free Workplace Policy shall apply to all employees of the City of Broken Arrow ("City").

3.0 POLICY:

The possession, use, manufacture, dispensation, sale, or distribution of alcohol and/or controlled substances (this includes prescription medications not used by the patient as prescribed) while on duty, while in or on City property, or while wearing a City uniform, whether on or off duty, is prohibited and may result in discipline up to and including termination.

Being under the influence of alcohol or controlled substances (this includes prescription medications not used by the patient as prescribed) while on duty, or while wearing a City uniform, whether on or off duty, is prohibited and may result in discipline, up to and including termination.

All "Employees", without a written and executed contract to the contrary are "at will" employees. In other words, the employee may quit or be discharged without any reason at all and without any notice, subject to pre-termination hearing, if applicable, as provided in Section 2-169 and 2-170 of the City of Broken Arrow Code of Ordinances. However, in an effort to explain certain conduct which the City prohibits and which will lead to discipline, up to and including termination, the City has developed this regulation. This regulation in no way creates a contract of employment or otherwise alters the employee's status as an "at will" employee. Likewise, this regulation may be amended from time-to-time as deemed necessary by the City or as required by law.

Employees who violate any aspect of this policy may be subject to disciplinary action, up to and including termination. In addition, the City may, at its' discretion, require

employees who violate this policy to successfully participate in and/or complete a substance abuse assistance or rehabilitation program as a condition of continued employment.

4.0 DRUG-FREE WORKPLACE ACT

The City is the recipient of a grant from the Community Development Block Grant Program from the United States Department of Housing and Urban Development (HUD) and is, thus, required to comply with the Drug-Free Workplace Act. As such, employees must notify the City of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. The City will notify the granting agency within 10 days after receiving notice of such a conviction. Employees so convicted will be either (i) disciplined up to and including discharge or (ii) required to satisfactorily participate in a drug abuse assistance or rehabilitation program; at the City's discretion.

5.0 DRUG AND ALCOHOL TESTING

This section governing drug and alcohol testing 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 Alcohol and Drug Free Workplace Policy for Commercial Drivers.

5.1 DEFINITIONS

- 5.1.1 "Alcohol" means ethyl alcohol or ethanol.
- 5.1.2 "Applicant" means a person who has applied for a position with an employer and received a conditional offer of employment.
- 5.1.3 "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.
- 5.1.4 "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.
- 5.1.5 "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein.
- 5.1.6 "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.

5.1.7 "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 results together with the individual's medical history and any other relevant information.

5.1.8 "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 unpaid breaks of one hour or less.

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

5.1.10 "Testing facility" means a facility which provides laboratory services to test samples for the presence of drugs or alcohol in the human body.

5.2 TYPES OF TESTING:

5.2.1 Applicant Testing: All applicants will be required to undergo drug testing. A refusal to undergo testing or a positive test result may be used as a basis for refusal to hire.

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

- a. drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. a report of drug or alcohol use while at work or on duty,
- d. information that an employee has tampered with drug or alcohol testing at any time,
- e. negative performance patterns, or
- f. excessive or unexplained absenteeism or tardiness.

- 5.2.3 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 the employer's property has been damaged, including damage to equipment.
- 5.2.4 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.

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.

- 5.2.5 Post-rehabilitation Testing: The City may request or require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work following a positive test result or following participation in a drug or alcohol dependency treatment program.

5.3 TIME AND COSTS OF TESTING

Any drug or alcohol testing by the City shall be deemed work time for purposes of compensation and benefits for current employees.

The City will pay all costs of testing for drugs or alcohol that it requires. However, if an employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test in order to challenge the results of a positive test, the employee or applicant will pay all costs of the confirmation test (unless the confirmation test reverses the findings of the challenged positive test in which case the City will reimburse the individual for the costs of the confirmation test).

5.4 CONDITIONS FOR CONDUCTING SAMPLE COLLECTION AND TESTING

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:

1. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health ("Board") and may be collected on the premises of the employer;
2. Only samples deemed appropriate by the Board for drug and alcohol testing shall be collected;
3. 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 Board, 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; 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.

5.5 DISCIPLINARY ACTIONS

- 5.5.1 The City may discipline any employee, up to and including termination of employment, for (a) refusing to undergo a drug or alcohol test which shall include adulteration of a specimen or of a drug or alcohol test or (b) for a positive test for the presence of drugs or alcohol. However, no employee will be terminated based upon the results of a breathalyzer test without a confirmation test.
- 5.5.2 Such discipline will follow a pre-disciplinary or pre-termination hearing, if applicable, as provided in Section 2-169 and 2-170 of the City of Broken Arrow Code of Ordinances. 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.
- 5.5.3 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 post rehabilitation testing. 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 regulation. Merely selecting the option described herein does not relieve the employee of discipline which may be imposed due to a positive result or for any other violation of this or any other regulation, policy, practice, law or the like.
- 5.5.4 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 and to satisfactorily participate in a treatment or rehabilitative program as directed by the City.

5.6 ABILITY TO EXPLAIN RESULTS IN CONFIDENCE

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 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. To take advantage of this opportunity, the applicant or employee must provide the information to the Review Officer within 24 hours of being notified of the test results.

5.7 CONFIDENTIAL RECORDS

5.7.1 The 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. The City will not release such records to any person other than the applicant, employee, or the Review Officer, unless the applicant or employee, in writing following receipt of the test results, has expressly granted permission for the employer to release such records in order to comply with a valid judicial or administrative order.

5.7.2 This does not preclude the City, contracting with another employer, from a sharing drug and/or alcohol testing results of any tested applicant or employee who works pursuant to such contractual agreement.

5.8 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 or a collective bargaining agreement.

6.0 QUESTIONS

Should you have any questions about this policy, please contact the Human Resources Department.