

CONTRACT BETWEEN
THE CITY OF MOORE
AND
THE FRATERNAL ORDER OF POLICE
LODGE #131
FISCAL YEAR 2017-2018

<i>PREAMBLE.....</i>	<i>4</i>
<i>ARTICLE 1 RECOGNITION</i>	<i>5</i>
<i>ARTICLE 2 DURATION OF AGREEMENT.....</i>	<i>6</i>
<i>ARTICLE 3 SAVINGS CLAUSE AND SUBORDINATION.....</i>	<i>7</i>
<i>ARTICLE 4 PROHIBITION OF STRIKES.....</i>	<i>8</i>
<i>ARTICLE 5 MANAGEMENT RIGHTS AND RESPONSIBILITIES.....</i>	<i>9</i>
<i>ARTICLE 6 GOOD OF THE ORDER.....</i>	<i>11</i>
<i>ARTICLE 7 COMPLAINTS, INTERNAL COMPLAINTS AND OFFICERS RIGHTS.....</i>	<i>12</i>
<i>ARTICLE 8 PERSONNEL FILES.....</i>	<i>20</i>
<i>ARTICLE 9 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE.....</i>	<i>21</i>
<i>ARTICLE 10 MANAGEMENT AND LODGE CONFERENCE.....</i>	<i>26</i>
<i>ARTICLE 11 PROBATION AND SENIORITY.....</i>	<i>27</i>
<i>ARTICLE 12 STANDARD WORK PERIOD.....</i>	<i>29</i>
<i>ARTICLE 13 COMPENSATORY TIME AND OVERTIME.....</i>	<i>30</i>
<i>ARTICLE 14 HOLIDAYS.....</i>	<i>31</i>
<i>ARTICLE 15 VACATIONS.....</i>	<i>33</i>
<i>ARTICLE 16 OTHER LEAVES OF ABSENCE.....</i>	<i>34</i>
<i>ARTICLE 17 POLICE PENSION PLAN.....</i>	<i>36</i>
<i>ARTICLE 18 UNIFORMS AND CLOTHING ALLOWANCE.....</i>	<i>37</i>
<i>ARTICLE 19 RESIDENCY REQUIREMENTS.....</i>	<i>39</i>
<i>ARTICLE 20 PROFESSIONAL INSURANCE.....</i>	<i>40</i>
<i>ARTICLE 21 EXISTING WORKING CONDITIONS.....</i>	<i>41</i>
<i>ARTICLE 22 MERIT STEP INCREASE.....</i>	<i>42</i>
<i>ARTICLE 23 PAY SCALE.....</i>	<i>43</i>
<i>ARTICLE 24 SPECIAL DUTY PAY.....</i>	<i>44</i>
<i>ARTICLE 25 HEALTH INSURANCE and ON THE JOB INJURIES.....</i>	<i>46</i>
<i>ARTICLE 26 TRAINING.....</i>	<i>48</i>
<i>ARTICLE 27 LONGEVITY SCHEDULE.....</i>	<i>49</i>
<i>ARTICLE 28 SHIFT ASSIGNMENT.....</i>	<i>50</i>
<i>ARTICLE 29 PROMOTION POLICY AND PROCEDURES.....</i>	<i>52</i>
<i>ARTICLE 30 PHYSICAL FITNESS PROGRAM.....</i>	<i>57</i>
<i>ARTICLE 31 SUBSTANCE ABUSE PROGRAM.....</i>	<i>58</i>
<i>ARTICLE 32 TAKE HOME VEHICLE PROGRAM.....</i>	<i>83</i>
<i>ARTICLE 33 EDUCATIONAL/ TRAINING INCENTIVES.....</i>	<i>89</i>
<i>ARTICLE 34 DISCIPLINARY MATRIX.....</i>	<i>91</i>

<i>ARTICLE 35 PAYROLL DEDUCTION OF DUES.....</i>	<i>112</i>
<i>AGREEMENT.....</i>	<i>113</i>

PREAMBLE

1. This Agreement is entered into by and between the City of Moore, County of Cleveland, State of Oklahoma, hereinafter referred to as the employer, and the Lodge No. 131 of the Fraternal Order of Police, hereinafter referred to as F.O.P. Said Agreement shall be effective upon Council approval and shall remain in full force and effect until June 30, 2018.
2. It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours and other conditions of employment.

ARTICLE 1

RECOGNITION

1. Pursuant to and in accordance with Title 11 Okla. Stat. 51-102, the employer, City of Moore, recognizes the F.O.P., or its representatives as the sole and exclusive collective bargaining agent for all police officers employed by the Police Department in and for the City of Moore, except:
 - A. The Chief of Police
 - B. Secretary to the Chief of Police
 - C. Assistant Chief, and/or Deputy Police Chief
 - D. Probationary Police Officers who have not successfully completed Field Training Officer training are not covered by this Agreement except as specifically hereinafter provided in subsection 2.
 - E. Administrative Assistant
2. The FOP shall have the right to bargain on behalf of Probationary Police Officers who have not successfully completed Field Training Officer training regarding the single issue of entry level pay. Entry level pay shall include all eligible pay incentives, including but not limited to uniform and clothing allowance, special duty pay, shift differential pay, education incentives, as well as Spanish and sign language incentive pay. The Probationary Police Officer will become eligible for the pay incentives once the Probationary Police Officer has become CLEET certified.
3. Probationary Police Officers who have not successfully completed Field Training Officer training cannot avail themselves of the grievance procedure set forth herein in Article 9. This does not preclude Probationary Police Officers, upon completing the State of Oklahoma Basic Police Academy, from becoming members of the FOP Union ensuring that they pay Union dues and are able to avail themselves of the benefits of the Union Legal Defense plan.

ARTICLE 2

DURATION OF AGREEMENT

1. This Agreement shall be effective on the date approved by the Mayor and City Council and shall remain in effect and be in full force until June 30, 2018.

ARTICLE 3

SAVINGS CLAUSE AND SUBORDINATION

1. If any article or section of this agreement, or any provision thereof should be held invalid by operation of law, or by any tribunal of competent jurisdiction, the remainder of this agreement shall remain in full force and effect and shall not be affected thereby. The employer enters into agreement without waiving the issues of constitutionality or validity of compulsory collective bargaining and the Firefighters and Policemen's Arbitration Law as applied to a charter city which issues are reserved.

ARTICLE 4

PROHIBITION OF STRIKES

1. The F.O.P. and the employer recognize that they are bound by 11 Okla. Stat. 51-101.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The F.O.P. recognizes the prerogative and responsibility of the employer to operate and manage its affairs in accordance with its responsibilities. The powers and authority which the employer has not officially abridged, delegated, granted, or modified by this agreement are retained by the employer.
2. Except as may be limited herein, the employer retains the rights in accordance with the constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Moore and the ordinances and regulations promulgated there under. These rights shall include, but shall not be limited to, the right:
 - 2.1. To determine and enforce Police Department Policy Rules, Regulations and Orders, including the right to manage the affairs of the Police Department in all respects.
 - 2.2. To assign working hours, including overtime.
 - 2.3. To direct the members of the Police Department, including the right to hire, promote, transfer, discipline, suspend, demote, or terminate any member with cause of the Police Department, subject to other provisions of this agreement.
 - 2.4. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department; however such actions by the employer shall not be punitive in nature.
 - 2.5. To establish or determine new job classifications and ranks based upon duties assigned.
 - 2.6. To determine the location, means, methods, and personnel by which operations are to be conducted.
 - 2.7. To determine the safety, health, and property protection measures taken by the Police Department for the City.
 - 2.8. To be the sole judge of the qualifications of applicants and the training of the employees.
 - 2.9. To set the standards of service to be offered to the public.
 - 2.10. To introduce new, improved, or different methods and techniques of operation of the Police Department or change existing methods and techniques.

- 2.11. To determine reasonable means and methods of effective communications of any and all rules, regulations, and orders to the members of the Police department, provided however, new rules and regulations shall be reduced to writing and made available.
- 2.12. To determine the amount of supervision necessary.
- 2.13. To control department budget.

ARTICLE 6

GOOD OF THE ORDER

1. All F.O.P. members chosen, appointed, or elected by the F.O.P. lodge to represent the lodge in active negotiations with the employer or its representative while on duty shall not have said time deducted from his/her pay scale.
2. The President of the F.O.P. or his/her designee, shall be granted leave with full pay, not to exceed a maximum total of eighty-one (81) hours per year to attend any convention, conference, board meeting, or other F.O.P. National, State, or Local organization meeting. In each instance, no less than three (3) days prior to attending any F.O.P. meeting requiring time off from regular duty, a written notice shall be submitted to the Chief of Police. Said notice will explain the general purpose and date of the meeting in question; however, this section will not apply to local lodge meetings. An additional delegate, as designated by the F.O.P., may also attend the above functions and may use accrued leave (vacation, holiday, or compensatory time) at his/her discretion for time off duty.
3. No officer will be discriminated against due to his/her membership in the F.O.P. or his/her duties in connection with an elected office in the F.O.P.
4. On duty F.O.P. members shall be allowed to attend posted F.O.P. meetings within the city limits; provided, however, that all on duty personnel shall be ready and available to respond to emergency calls; and that no more than fifty per-cent (50%) of the affected shift may be away from their duty station at any one time except as authorized by the Chief of Police or, in his/her absence, the Assistant Chief, or in his/her absence, the Shift Commander.

ARTICLE 7

COMPLAINTS, INTERNAL COMPLAINTS AND OFFICERS RIGHTS

A. Citizen Complaints

Section A. This Article is designed to establish a formal guideline for handling citizen complaints whereby complaints against employees may be processed in such a manner to afford certain safeguards in determining the validity of such complaints.

Section B. The procedures established herein shall be used when a formal complaint is registered against any Member by any citizen who makes allegations which, if true, could result in disciplinary action.

Section C. Any member receiving a complaint from a citizen regarding member actions shall refer the complaint to a supervisory officer, who shall attempt to resolve the issue. (Efforts will be made to resolve complaints at the lowest supervisory level possible.) If, in the discretion of the supervisory officer, the nature of the complaint is beyond the scope of a first-line supervisor, or if the initial attempt to resolve the complaint is unsuccessful, the following procedures will be followed:

- (1) The complainant shall then be required to file a written statement setting out in detail the circumstances involved. The complainant shall be required to swear to and sign the complaint in front of a notary public. (In matters of a serious nature if the complainant declines to properly file a written statement then the matter may be processed as an Internal Complaint).
- (2) The complaint will be forwarded through the chain of command to the Chief of Police. He may, at his discretion, assign the complaint to a supervisory officer for further investigation.

Section D. In cases of citizen complaints on which further investigation is necessary the affected Member shall be notified of the investigation and provided a copy of the citizen complaint and a copy of the investigators initial statement. This statement will set out the charges in sufficient specificity the complainants name, so as to fully inform the member of the nature and circumstances of the alleged violation. This notification will be made within ten (10) business days of receipt of the complaint.

This notification may be delayed when it is suspected that the member misconduct is ongoing or about to occur, but will only be delayed for such time necessary to allow for a reasonable and proper investigation.

This notification may be delayed in cases involving criminal misconduct, but only for such time necessary to allow for a reasonable and proper investigation. This notification shall be given to any interview, questioning, or discipline of the affected member.

Section E. Investigation of citizen's complaints shall begin upon receipt of said complaint as assigned by the Chief of Police.

- (1) Any written or recorded statement or summary thereof, made by the complainant, or any witness, to an investigating officer shall be made available to the Member prior to any questioning.
- (2) A Member who is the subject of a complaint shall be prohibited from contacting the complainant or any person with direct knowledge of the complaint in an attempt to discourage the complainant from following through with a complaint, or to affect the outcome of the investigation.
- (3) The investigation shall be completed within twenty (20) business days of the notification to the member, and sooner if possible.
- (4) Any individual making a complaint against a Member may be offered the opportunity to complete a polygraph examination. The Member may also be offered the opportunity to complete a polygraph examination, provided that such examination shall not be mandatory. The results of a polygraph examination shall only be adversely admitted or relied upon after corroboration statements, evidence and exhibits have been presented.
- (5) Any individual who seeks to file a complaint against a member for alleged criminal violations that occurred while the member was on duty, acting in his/her official capacity (e.g. – an arrestee complains about an officer's alleged traffic violations while en route to the jail), shall be encouraged to pursue the complaint through the internal complaint process outlined above. If the individual chooses not to pursue the complaint with the Chief of Police, and wishes instead to file a criminal charge, the individual shall be referred to the Cleveland County District Attorney's Office due to the inherent conflict of interest associated with the office of the municipal prosecutor.

Section F. If a complainant expresses the desire to withdraw his/her complaint he/she will be required to sign a statement so the case can be closed. If a complainant refuses to sign such a waiver the investigating officer, at his discretion, may find the complaint unfounded.

Section G. When a Member is under investigation for any reason that could result in disciplinary action, such investigation shall be conducted under the following conditions.

- (1) The Investigated Member shall have the right of F.O.P. representation and/or legal council during all of his/her conferences, interview sessions, and meetings with investigators or superiors, to include pre and post determination hearings.
- (2) Preliminary discussions with investigators or supervisory personnel shall be limited to giving notice to the Member of the complaint received. Preliminary discussions do not include questioning, or requiring oral or written documentation about the complaint.
- (3) The Member shall be given ample opportunity and time to consult with the representative prior to any questioning or interview sessions with investigators or superiors.
- (4) The Employer shall not discipline, discriminate or take any adverse action because a Member exercises the right of representation, or other rights granted by this Agreement or by virtue of law.
- (5) No interview of an accused Member will be commenced until the Member has been informed of the nature and extent of the investigation and an explanation of the evidence produced which tend to factually support and refute the allegations. Prior to the interview the Member must be provided with all inculpatory and exculpatory evidence obtained during the inquiry and be allowed sufficient time to review the material and prepare a proper response.
- (6) After receipt of the above information, the accused Member may elect to postpone any interview for a reasonable period of time, not exceeding seventy-two (72) hours.
- (7) The Member shall not be compelled to answer questions or make any statement without first being granted a "Garrity Waiver" by the Employer.
- (8) Interviews shall be limited to questions, which relate to the allegations contained in the notice of investigations.
- (9) Any interview will be conducted at a reasonable hour, preferably during the member's duty hours.
- (10) The interview will occur in the office of the investigating officer or other neutral place designated by the Member.
- (11) The Member under investigation shall be informed of the rank and name of the investigating officer as well as all other persons in the room. All questions shall be asked by one investigator at any one time. Interrogation tactics, such as repetitive questioning intended to confuse or entrap the

Member into providing conflicting responses to questions of the same nature shall not be used.

- (12) Interview sessions shall be for reasonable periods. Breaks and rest periods will be allowed as reasonably necessary.
- (13) The Member under investigation shall not be subjected to offensive language or threatened with dismissal, transfer, or other disciplinary action. No promise or reward shall be made as inducement to answer any questions. The reading of the "Garrity Waiver" shall not constitute threat of dismissal.
- (14) A Member shall not be required to give a written statement unless the complainant has given a signed, sworn, and notarized statement.
- (15) Interview sessions may be taped or recorded in written form at the discretion of the investigating officer. Members under investigation may record the sessions with their own equipment and at their own expense. Records and tapes compiled by the investigator shall be retained by the Employer, but may be used at the discretion of the Member in administrative hearings or for other administrative purposes.
- (16) Should disciplinary action result, at the request of the Member or F.O.P. Representative, copies of all reports, summaries, tapes, transcripts, notes, documents, photographs, and other record of the investigation which contain all known material facts, inculpatory and exculpatory evidence, opinions or recommendations shall be furnished to the Member.

Section H. If a Member is arrested, or likely to be arrested, or the allegations have a potential for criminal sanctions, he/she shall be afforded the same constitutional rights as any other person, including but not limited to the right to remain silent and the right to counsel. The Member will be notified of these rights before any questioning. Nothing in this provision will prevent the suspension with pay, or reassignment, of such officer pending internal disposition of such charges.

Section I. Members named as defendants in civil suits have the same rights accorded any litigant in a civil suit involving city employees and the benefits as may be applicable by F.O.P. contract and State law.

Section J. Disposition of Citizens Complaint; upon conclusion of any investigation into a citizen's complaint the investigative results will be forwarded to the Chief of Police. He may elect to take no action or take disciplinary action as may be appropriate. Written notification of the result of the investigation shall be provided to the Member within ten (10) business days from the date the results are made available to the Chief of Police. Should a Member be disciplined, transferred, or reassigned as a result of the investigation, the Member, shall be notified in writing as to the action being taken and the reasons therefore.

B. Internal complaints

Section A. The purpose of this Article is to establish a procedure for handling internal complaints of Member misconduct that, due to the seriousness or nature of the complaint, is beyond the scope of immediate corrective action by first line supervisors. This Article is designed to afford certain safeguards in determining the validity of such allegations of Member misconduct.

Section B. The following are instances of an internal complaint.

- (1.) An internal complaint of Member misconduct originating from a fellow Employee, supervisor, the Chief of Police or from the Office of the City Manager.
- (2.) An internal complaint of officer misconduct of a serious nature originating from an anonymous source (i.e. phoned, mailed, etc.)
- (3.) An internal complaint of officer misconduct of a serious nature originating from a citizens complaint in which the citizen refuses to prepare a written statement or sign a statement.

Section C. Any allegation of misconduct against a Member beyond scope of first line supervisors will be forwarded through the chain of command to the Chief of Police in writing. The complaint may, at the Chiefs discretion, be assigned to an officer, with the rank of Lieutenant or above, for further investigation. In cases where no further investigation appears to be necessary, and a supervisor has forwarded in writing to the Chief of Police a recommendation for disciplinary action to be taken against a member (e.g. – letter of reprimand), the Chief of Police shall respond in writing within 15 business days, both to the supervisor and the member, as to the decision made regarding the request.

Section D. In cases of internal complaints on which further investigation is necessary the affected Member shall be notified of the investigation and provided a copy of the complaint and the investigator's initial statement. This statement will set out the charges in sufficient specificity, including the complainant's name, so as to fully inform the Member of the nature and circumstances of the alleged violation. This notification will be made within ten (10) business days of receipt of the complaint.

This notification may be delayed when it is suspected that the Member misconduct is ongoing or about to occur, but will only be delayed for such time necessary to allow for a reasonable and proper investigation.

This notification may be delayed in cases involving criminal misconduct, but only for such time necessary to allow for a reasonable and proper investigation.

This notification shall be given prior to any interview, questioning, or discipline of the affected Member.

Section E. Investigation of internal complaints shall begin upon receipt of said complaint as assigned by the Chief of Police.

- (1) Any written or recorded statement or summary thereof, made by any complainant, or any witness, to an investigating officer shall be made available to the Member prior to any questioning.
- (2) A Member who is the subject of a complaint shall be prohibited from contacting the complainant or any person with direct knowledge of the complaint in an attempt to discourage the complainant from following through with a complaint or to affect the outcome of the investigation.
- (3) The investigation shall be completed within twenty (20) business days of notification to the member, and sooner if possible. The Chief of Police may extend the twenty (20) business day deadline by ten (10) additional business days for cause and with approval of the FOP President. The Chief of Police may extend the thirty (30) business day deadline by ten (10) additional business days for cause and with the approval of the FOP Executive Board.
- (4) Any individual making a complaint against a Member may be offered the opportunity to complete a polygraph examination. The Member may also be offered the opportunity to complete a polygraph examination, provided that such examination shall not be mandatory. The results of a polygraph examination shall only be adversely admitted or relied upon after corroborating statements, evidence and exhibits have been presented.

Section F. If a complainant expresses the desire to withdraw his/her complaint he/she will be required to sign a statement so the case can be closed. If a complainant refuses to sign such a waiver the investigating officer, at his discretion, may find the complaint unfounded.

Section G. When a Member is under investigation for any reason that could result in disciplinary action, such investigation shall be conducted under the following conditions:

- (1) The Investigated Member shall have the right of F.O.P. representation and/or legal council during all of his/her conferences, interview sessions, and meetings with investigators or superiors, to include pre and post determination hearings.

- (2) Preliminary discussions with investigators or supervisory personal shall be limited to giving notice to the Member of the complaint received. Preliminary discussions do not include questioning, or requiring oral or written documentation about the complaint.
- (3) The Member shall be given ample opportunity and time to consult with the representative prior to any questioning or interview sessions with investigators or superiors.
- (4) The Employer shall not discipline, discriminate or take any adverse action because a Member exercises the right of representation, other rights available by law or provided for by this Agreement.
- (5) No interview of an accused Member will be commenced until the Member has been informed of the nature and extent of the investigation and an explanation of the evidence produced which tend to factually support and refute the allegations. Prior to the interview the Member must be provided with all inculpatory and exculpatory evidence obtained during the inquiry and be allowed sufficient time to review the material and prepare a proper response.
- (6) After receipt of the above information, the accused Member may elect to postpone any interview for a reasonable period of time, not exceeding seventy-two (72) hours so to obtain the assistance of a representative and to review the material provided.
- (7) The Member shall not be compelled to answer questions or make any statement without first being granted a "Garrity Waiver" by the Employer.
- (8) Interviews shall be limited to questions, which relate to the allegations contained in the notice of investigations.
- (9) Any interview will be conducted at a reasonable hour, preferably during the Member's duty hours.
- (10) The interview will occur in the office of the investigating officer or other neutral place designated by the Member.
- (11) The Member under investigation shall be informed of the rank and name of the investigating officer as well as all other persons in the room. All questions shall be asked by one investigator at any one time. Interrogation tactics, such as repetitive questioning intended to confuse or entrap the Member into providing conflicting responses to questions of the same nature shall not be used.

- (12) Interview sessions shall be for reasonable periods. Break and rest periods will be allowed as reasonable necessary.
- (13) The Member under investigation shall not be subjected to offensive language or threatened with dismissal, transfer, or other disciplinary action. No promise or reward shall be made as inducement to answer any questions. The reading of the "Garrity Waiver" shall not constitute threat of dismissal.
- (14) A Member shall not be required to give a written statement unless the complainant has given a signed, sworn, and notarized statement.
- (15) Interview sessions may be taped or recorded in written form at the discretion of the investigating officer. Members under investigation may record the sessions with their own equipment and at their own expense. Records and tapes compiled by the investigator shall be retained by the Employer, but may be used at the discretion of the Employer in administrative hearings or for other administrative purposes.
- (16) Should disciplinary action result, at the request of the Member or F.O.P. Representative, copies of all reports, summaries, tapes, transcripts, notes, documents, photographs, and other record of the investigation which contain all known material facts, inculpatory and exculpatory evidence, opinions or recommendations shall be furnished to the Member.

Section H. If a Member is arrested, or likely to be arrested, or the allegations have a potential for criminal sanctions, he/she shall be afforded the same constitutional rights as any other person, including but not limited to the right to remain silent and the right to counsel. The Member will be notified of these rights before any questioning.

Section I. Members named as defendants in civil suits have the same rights accorded any litigant in a civil suit involving city employees and the benefits as may be applicable by F.O.P. contract and State law.

Section J. Disposition of Internal Complaints. Nothing in this provision will prevent the suspension with pay, or reassignment, of such officer pending internal disposition of such charges. Upon conclusion of any investigation into an internal complaint the investigative results will be forwarded to the Chief of Police. He may elect to take no action or take disciplinary action as may be appropriate. Written notification of the result of the investigation shall be provided to the Member within ten (10) business days from the date the results are made available to the Chief of Police. Should a Member be disciplined, transferred, or reassigned as a result of the investigation, the Member, shall be notified in writing as to the action being taken and the reasons therefore.

ARTICLE 8

PERSONNEL FILES

1. The official personnel files for all Police Department employees shall be maintained in City Hall by the Personnel Division. While department supervisory personnel may keep information concerning employees for reference (i.e., performance documentation, complaint investigations, copies of official reports, etc.), such information would be for the supervisors personal use only. Any employee performance documentation gathered by supervisory personnel for evaluation purposes and stored in files, on the computer (i.e. Work wise program), or in any other form will be purged after the annual evaluation is complete. The original copy of all official employee records will be placed in the central file located in City Hall. These records include but are not necessarily limited to, such things as employment application, status sheets, written commendations or reprimands, attendance records, performance evaluation ratings, and training certificates. No complaint whether founded or unfounded, or other information of like nature will be maintained in an Officer's personnel file without a disposition.
2. A member shall be allowed to review his/her personnel file under appropriate supervision at any reasonable time.
3. The only personnel records that may be used as a basis for official action are those which appear in the employee's official personnel file and of which the employee has been notified.
4. The city's official personnel file shall be purged as provided in this section. Upon request of the employee, letters of reprimand will be purged, provided the employee has had no disciplinary action or letters of reprimand during the two (2) years immediately preceding the request.
5. A member may challenge any information maintained in his/her personnel files to the Personnel Division for the purpose of having such information purged, changed, or modified. An Officer may appeal the Personnel Division's decisions through the grievance procedure outlined in Article 9 of this agreement.
6. The above provisions concerning personnel files shall not be applicable to criminal activities of an Officer under active or pending investigation.
7. Some material contained in the personnel file may be subject to disclosure pursuant to the open records act of the State of Oklahoma. The employer will notify any employee if information is officially requested pursuant to the open records act from the member's file.
8. Notification will be given to the employee whenever items are placed in their personnel file. Issuing party is responsible for notification and documentation given to the employee.

ARTICLE 9

GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE

- Section A.** A grievance is an oral or written dispute, complaint, controversy, difference or claim between the Employer and the F.O.P. or the Employer and any individual member of the bargaining unit which arises during the term of this Agreement. A grievance may be filed by either an authorized representative of or a member in the bargaining unit.
- Section B.** Reserved unto the F.O.P. is the right to file and lodge a grievance on behalf of the F.O.P. or any aggrieved member of the bargaining unit. In such cases the President of the F.O.P., or an authorized designee, shall act and have the rights of the aggrieved.
- Section C.** The F.O.P. should report an impending grievance to the Chief of Police or the City Manager in an effort to forestall its occurrence.
- Section D.** A grievance shall be initiated within 15 business days after the occurrence or event giving rise to the grievance becomes known or should become known to the Grievant.
- Section E.** In computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday of the City of Moore, or any other day when the office of the Moore City Clerk does not remain for public business until 5:00 p.m.

When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays of the City of Moore, or any other day when the office of the Moore City Clerk does not remain open for public business until 5:00 p.m. shall be excluded in the computation.

The time allowed for the filing or responding to a grievance may be enlarged by written agreement of the Chief of Police and FOP President parties for a reasonable extension. Such agreement for the enlargement of time may be made at any stage of the grievance procedure by written mutual agreement of the parties involved at that step.

Service and delivery shall be complete when made upon the office prescribed by each step of the process and The Chief of Police.

- Section F.** The grievance process will always begin the procedure in the chain of command where the event, action or conduct resulting in the grievance originated.

Section G. The rules of this Article shall be liberally construed to effectuate the purpose and provisions of the Fire and Police Arbitration Act and this Agreement.

Section H. All grievances will be handled starting with Step A.

Section I. RULES OF GRIEVANCE PROCESSING. It is agreed:

- (1) A grievance should be brought forward as soon as it might reasonably become known to exist. In the event a grievance arises, the employee must submit in writing a grievance to the supervisor (Step A) and the Chief of Police within fifteen business (15) days after knowledge of the action, conduct or event giving rise to the grievance has become known or should have become known to the grievant.
- (2) A grievance presented shall be dated and signed by the grievant presenting it. A decision rendered shall be written to the grievant and shall be dated and signed by the City's representative at that Step.
- (3) A grievance not advanced to the next higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given.
- (4) The City shall respond to the grievance in writing within the time limits provided at each level.
- (5) When a grievance is reduced to writing, it shall contain all of the following.
 - (a) A statement of the grievance and facts upon which it is based.
 - (b) The section or sections of this Agreement claimed to have been violated; and
 - (c) The remedy or correction requested.

Section J. STEPS OF GRIEVANCE PROCESSING. It is agreed:

- (1) Step A. The grievant shall present, in writing the grievance to their supervisor and the Chief of Police prior to accrual of the time limitation set forth in Section D of this Article. The grievant or the supervisor may request that a F.O.P. Steward or other

representative be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The supervisor shall reach a decision and communicate it in writing to the grievant within five (5) days from the date of the grievance was presented.

- (2) Step B. If the grievance is not settled at the first step, the grievant within fifteen (15) business days following receipt of the answer in the first step shall present it to the Chief of Police.

The Chief of Police or designee shall obtain the facts concerning the alleged grievance and shall within fifteen (15) business days of receipt of the written grievance conduct a meeting between himself, a representative, if needed, and the grievant. The grievant may be accompanied at this meeting by a F.O.P. Steward or other union representative. The Chief of Police or his designee shall notify the grievant in writing of the decision no later than ten (10) business days following the meeting date.

- (3) Step C. If the grievance is not settled at step B, the grievant within fifteen (15) business days following receipt of the answer in the second step shall present the written grievance to the City Manager. The City Manager, or designee, shall obtain the facts concerning the alleged grievance and shall, within fifteen (15) business days following receipt of the written grievance, conduct a meeting between the Employer, its representatives, if needed, and the grievant. The grievant may be accompanied at this meeting by an F.O.P. Steward and/or union representative. The City Manager, or designee, shall notify the grievant in writing of the decision no later than ten (10) business days following the meeting date.

Section K. ARBITRATION

If any grievance is not resolved by Steps A, B, or C, of the foregoing grievance procedure, the aggrieved or the FOP within fifteen (15) business days after the City's decision, may seek remedy through Arbitration.

- (1) The FOP Executive Board shall make a determination, and either of the following procedures taken, within fifteen (15) business days of receiving such request.
 - (a) If the Executive Board determines by majority vote that a grievance exists, the Board shall give notice of arbitration to Employer by following section (3) below.
 - (b) If the Board decides by majority vote that a grievance does

not exist, the grievant may appeal by vote of the

Lodge members. The vote will be open for three (3) days and shall be conducted the same as a vote on a new collective bargaining agreement.

- (2) The Lodge vote must be completed, and either of the following procedures taken, within fifteen (15) business days after the Executive Board determines that a grievance does not exist.
 - (a) If the Lodge by majority vote determines that a grievance exists, the Executive Board shall give notice of arbitration to the Employer by following section (3) below.
 - (b) If the Lodge by majority vote determines that a grievance does not exist, no further action will be taken.
- (3) If the Executive Board or the majority of the Lodge determines that a grievance exists, then the Executive Board shall give to the City Manager by hand delivery in person or by certified mail, a notice of arbitration.
- (4) Within ten (10) business days from the date of the notice to the City Clerk for arbitration, each party shall name one arbitrator as their interest arbitrator and give notice to each other of the name and contact information for that arbitrator. The two arbitrators so selected shall within five (5) days attempt to agree upon and select a third arbitrator. If, on the expiration of the five day period the arbitrators are unable to agree upon the selection of a third arbitrator either party shall request the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

Within fifteen (15) business days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the Employer and the FOP shall alternately strike the name of one (1) arbitrator from the list of five (5) until one (1) name remains, with the parties flipping a coin to decide who makes the first strike from said list. The remaining arbitrator shall be appointed to hear the grievance.

- (5) The Employer and FOP shall agree on a hearing date and place. The hearing shall be informal and the rules of evidence prevailing in judicial proceeding shall not be binding. Any and all documentary evidence and other data deemed relevant by the Arbitrator may be received in evidence. The Arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented to the Arbitrator for determination.
- (6) Within an appropriate period of time after the conclusion of the hearing, the Arbitrator shall issue a written award resolving the grievance. A copy of said award shall be mailed or otherwise delivered to the FOP and the employer.
- (7) The Arbitrator's award shall be final and binding.
- (8) The cost of the Arbitrator shall be shared equally between the FOP and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

ARTICLE 10

MANAGEMENT AND LODGE CONFERENCE

1. The parties agree that up to three (3) representatives of each party may meet quarterly, at the request of either party, for the purpose of discussing problems of interest to either party. These meetings will be scheduled for 0900 hours, on the first Wednesday of each calendar quarter unless parties agree to a different time and date.
2. The intent of this quarterly meeting will be to assure a regular face to face session for clarification of points of concern in regard to operations and morale. It is mutually hoped that new ideas for improvement of the department and enhancement of its public image will result from these sessions. It is mutually agreed that the F.O.P. or management for the City may call a special or emergency conference by notifying the appropriate person.
3. There shall be an F.O.P. Liaison Officer to the Chief of Police. Said person shall act to improve communications and other relevant morale problems between the F.O.P. and the Office of the Chief.

ARTICLE 11

PROBATION AND SENIORITY

1. Probation

- 1.1. Each Officer entering the service of the City of Moore Police Department shall serve an initial probation period of twelve (12) months. Probation shall commence when the Officer enters the service of the City and is placed on the payroll. After an Officer successfully completes his/her probation he/she shall become a full-time, permanent employee and is afforded all rights and privileges of any other employee. As granted by this contract, Personnel Rules, and City Charter.

2. Seniority

- 2.1. Seniority shall mean the status attained by the length of continuous service. It shall commence from the date on which the employee is appointed as a full-time Police Officer.
- 2.2. When more than one officer is hired on the same day, seniority will be based on the overall test score when hired. The higher the score, the higher the seniority.
- 2.3. Seniority will not be affected by non-disciplinary extension of probation while in Recruit status.

3. In-Rank Seniority

- 3.1. In-Rank Seniority takes precedence over departmental seniority. An Officer, who successfully competes for any rank or promotion to a higher pay grade, shall serve a probation period of six (6) months. Said probation to commence from the time the appointment becomes effective. In-rank probation shall be used solely to determine the employee's performance in that pay grade. When more than one vacancy is being filled by a promotion exam; seniority among the selected officers will be based on departmental seniority. When two or more selected officers have the same departmental seniority, promotional test scores will be used to determine in-rank seniority. The higher the score, the higher the seniority.
- 3.2. The employer agrees to notify the employee, in writing of substandard performance during the probationary period concerning their performance or execution of their duties. Failure to notify of substandard performance shall indicate that the employee is performing successfully in their probationary position. An Officer who has been promoted and serves in a higher pay grade unsuccessfully, shall be demoted to the last pay step or grade held prior to his/her promotion and shall assume his/her former position in the seniority structure. An Officer who successfully serves in his/her position for six (6) months shall have his/her appointment made permanent.

- 3.3. Seniority will be the dominant factor to be considered by the Chief of Police in determining the priority of each employee for leave, and scheduled days off, except where impractical (due to skill levels, special working conditions, manning levels, etc.) in which case the determination of the Chief shall be final. Leave disputes will be settled at the lowest rank possible.
- 3.3.1. Seniority will not be used to bump another member who already has approved leave. Leave shall not be approved more the 90 days in advance.
- 3.4. In the case of a personnel reduction, the employee with the least seniority shall be laid off first, subject to a thirty (30) day notice of termination. Time in the Police Department shall be given the utmost consideration. No new employees shall be hired until the laid off employee has been notified by registered mail that a job opening has occurred. The laid off employee shall be rehired if he/she responds within seven (7) calendar days to the employer of his/her intentions to return, and returns to the Moore Police Department within fourteen (14) calendar days thereafter. An employee recalled from layoff may be required to take and pass a physical exam equivalent to the annual physical.
- 3.5. Seniority shall be lost upon the occurrence of any of the following: discharge, if not reversed, retirement, or resignation.

ARTICLE 12

STANDARD WORK PERIOD

1. The definition of a standard work period is one consisting of eighty (80) or eighty-one (81) hours within fourteen (14) calendar days.
2. The standard work period began on Sunday, January 13, 1991.
3. A work day for Officers assigned to the Operations Division shall consist of eight (8) consecutive hours.
4. A work day for Officers assigned to the Patrol Division shall consist of nine (9) consecutive hours.
5. A work day for Officers assigned to specialized units within the Operations and Patrol Divisions shall consist of either (8), (9), or (10) consecutive hours. Officers assigned to Special Op's, Community Service, Multi-Agency Task Forces, K-9, Motorcycles, Bicycle, or the Training Officer Position may be required to use a Flex Schedule. The choice of hours for these specialized assignments shall rest solely with the Chief of Police. This section applies only to those officers assigned to specialized units and has no impact on officers assigned to standard patrol shifts.

A. Flex schedule will be utilized on a per pay period basis. Flex schedules require officers to adjust their work hours on a daily basis so as not to exceed 80 hours in a pay period. All hours worked in excess of 80 hours shall be accumulated or paid at a rate of one and one-half (1.5) times the member's hourly rate.

ARTICLE 13

COMPENSATORY TIME AND OVERTIME

1. All hours worked over and above the normal shift shall be considered overtime or compensatory time at the discretion of the affected employee. Compensation time may accrue to a maximum of three hundred (300) hours. Time, which would otherwise accrue, will be paid at a rate of one and one-half (1.5) times the member's hourly rate.
2. Compensatory time or overtime will be allowed for performance of the following duties.
 - 2.1. Municipal, District and Juvenile Court appearances, when not on duty, shall be granted on a one and one-half to one (1.5 to 1) ratio with a two (2) hour minimum.
 - 2.2. All callbacks shall be granted on a one and one-half (1.5:1) ratio with a four (4) hour minimum.
 - 2.3. Any and all functions for which attendance is required when not on duty, travel time included (if away from the City of Moore), will be paid at the Officer's overtime or compensatory time rate with a two (2) hour minimum.
 - 2.4. All hours worked in excess of a regular workday, as defined in Article 12 of this agreement, when performing duties directly or indirectly related to on duty functions.
 - 2.5. On-Duty Patrol Officers shall receive comp time equal to leave granted to non-union employees when City Hall closes.
3. Overtime defined. Overtime for compensation of hours worked shall be paid at a rate of one and one-half (1.5) times the Officer's normal hourly rate. (Normal hourly rate shall be defined as the total of the member's base pay, plus longevity pay).
 - 3.1. Compensatory time will be time off with pay from regular duties and will accrue at one and one-half (1.5) times the actual hours worked.
4. Call back defined. A request to return to duty after the member's regularly scheduled shift, the member will be paid overtime or compensatory time for the actual time worked, if called in less than four (4) hours prior to his/her regularly scheduled shift.
5. Officers who are subpoenaed to appear in court and are placed on-call outside of their regularly scheduled work hours shall receive twenty dollars (\$20.00) for each case the Officer is placed on-call. On-call pay shall not apply to officers who are subpoenaed and placed on-call for court during their regularly scheduled work hours.

ARTICLE 14

HOLIDAYS

1. Ten (10) legal holidays will be observed by all F.O.P. members of the Police Department as defined by Article 1 of this agreement. These are:

- | | |
|-----------------------|-----------------------------|
| 1.1. New year's Day | 1.6. Labor Day |
| 1.2. President's Day | 1.7. Veteran's Day |
| 1.3. Easter | 1.8. Thanksgiving Day |
| 1.4. Memorial Day | 1.9. Martin Luther King Day |
| 1.5. Independence Day | 1.10. Christmas Day |

2. All F.O.P. members shall be granted on July 1st of each year, ten (10) holidays per year, which may be taken at any time requested by said Police Officer, as approved by the Police Chief or in his absence, the Officer in charge of the shift; so long as said schedule does not interfere with the orderly operation of the Police Department.

Should a Police Officer terminate employment from the City for any reason (except death as provided below), holiday hours granted July 1st for that year will be paid on a prorated basis of 3.46 hours for each pay period worked by the Police Officer after July 1st of that year for the Patrol Division and 3.07 hours for the Operations Division. If a Police Officer has used more holiday hours than earned by the probation, his/her final check from the City will be adjusted by the difference at his/her current regular rate of pay. Holidays not taken may be accumulated up to a maximum of two hundred fifty (250) hours. Maximum total may be raised if extended sickness or injury certified by a physician prohibits use of remaining hours.

Any officer being transferred to another division shall have his accrued time adjusted accordingly. i.e. - Officers transferring from patrol to operations shall have .39 hours (times remaining holidays) removed from their accrued holiday leave and officers transferring from operations shall have .39 hours (times remaining holidays) added to their accrued leave.

A designated beneficiary of a Police Officer shall be compensated in full at their regular rate of pay for any unused accumulated holiday hours, including carry-over hours (due to injury or sickness) or injury certified by a physician prohibits use of remaining hours.

A maximum of one hundred sixty (160) hours may be carried over to the next fiscal year unless extended as provided below. Upon written approval of the Police Chief an additional seventy (70) hours may be added, for a total of three hundred and twenty (320) hours (to include the added ten (10) days). Maximum total may be raised if extended sickness or injury certified by a physician prohibits use of remaining holidays.

3. A member's immediate supervisor may grant an employee's use of accrued holidays or compensatory time, in part or whole, immediately upon request, provided, in his/her opinion, adequate manpower is available for shift scheduling and protection of the City.
4. The following is a schedule for the observance of authorized holidays, as listed in Section 1 of this article:
 - 4.1. Operations division: when an authorized holiday falls on Sunday, the following Monday shall be observed as the official holiday (except for Easter Sunday, which will be observed on the preceding Friday). When an authorized holiday falls on a Saturday, the previous Friday shall be observed as the official holiday.
 - 4.2. Patrol Division: will observe the authorized holiday(s) on the legal date that they fall. If an employee is required to work that day, Section five (5) of this article will apply.
 - 4.3. Exception. On the last working day before Christmas, all employees, except those necessary for emergency service operation will be released at noon at the discretion of the Chief of Police and, subject to the same being declared a holiday for the City of Moore employees by the City of Moore City Council or City Manager. All other employees will accrue four (4) hours of holiday leave.
5. Should an employee be required to work an authorized holiday, the employee will receive overtime pay, at the rate of one and one half (1.5) times the employee's regular hourly rate. All members of the Patrol Division shall substitute New Year's Eve for New Year's Day for the purpose of this section; officers required to work New Year's Eve will receive overtime pay and officers required to work New Year's Day will receive regular pay.

ARTICLE 15

VACATIONS

1. Vacations are benefits for the member, and the member shall be afforded vacation time in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION TIME PERMITTED</u>
000-36 MONTHS	10 HOURS/MONTH
037-60 MONTHS	12 HOURS/MONTH
061-120 MONTHS	14 HOURS/MONTH
121-180 MONTHS	16 HOURS/MONTH
181 + MONTHS	18 HOURS/MONTH

2. Time accrued above 300 hours and not used by October 1st of the contract year will be lost, without compensation to the member, without proof of his/her attempts to use the accrued time. In the event the member has attempted to use the accrued time and is unable to due to a shortage of manpower a maximum of sixty (60) hours above the 300 hours will rollover, if the member has proof of the attempts and the documentation meets the criteria. The maximum amount that can be carried over, past October 1st of the contract year; will be three hundred and sixty (360) hours total. The member will have had to make a minimum of three (3) attempts to use the time during the fiscal year, with at least two (2) of the attempts being prior to the last sixty (60) days before September 30. The member will have to provide proof of the denial of the use of the excess time to the City of Moore Personnel Division no later than the 1st of October. If the member does not provide proof by this time he/she will lose the excess time.
3. Use of more than one (1) vacation day must be scheduled with the department head's approval so that operating requirements of the city shall be met. The immediate supervisor may authorize the use of one (1) day or any part of a day of vacation time upon request.
4. One additional vacation day will be given to any officer who uses one (1) sick day or less per year.

ARTICLE 16

OTHER LEAVES OF ABSENCE

1. Sick Leave. All employees shall accumulate twelve (12) hours of sick leave per month. Sick leave may be accumulated to a maximum of eight hundred sixteen (816) hours; employees will have the option to sell back one-half ($\frac{1}{2}$) of accumulated sick leave one time per fiscal year, either on the 1st day of May or the 1st day of December. The employer will automatically purchase any hours exceeding 816 at a rate of one-half ($\frac{1}{2}$) of the officer's regular hourly wage. The employer will pay the employee for the sick leave at a rate of one-half ($\frac{1}{2}$) the Officers regular hourly wage. Upon a termination initiated by the employee and upon the minimum of two (2) weeks' notice of intent to terminate employment, the employer shall pay the employee for all accrued sick leave still held by the employee at a rate of one-half ($\frac{1}{2}$) of the employees regular hourly wage. Those members electing to sell back sick leave will notify the payroll division, in writing, ten (10) days prior to May 1, or Dec. 1.
 - 1.1. Sick Leave shall be granted for reasons of personal illness or physical incapacity of an employee or member of the employee's immediate family. This section allows an employee to be granted sick leave when a member of his/her immediate family is sick and the employee's presence is required. Personnel working second jobs may be granted sick leave on the same day that they work a second job. However, sick leave and a second job cannot occur at the same time. At the conclusion of the normal tour of duty, the employee can report to a second job whether the sick time has been granted for personal illness or for the care of an immediate family member.
 - 1.2. An employee may take off on sick leave and work an off duty job, immediately before or after his/her shift, a maximum of three (3) times during a contract year.
2. Emergency Leave. In case of death in the immediate family, the Chief of Police may waive hours up to four (4) days of absence with pay taken by an employee, and may allow the employee to use additional time as needed charged to sick leave. Escorts will be allowed at the funerals of the employee's immediate family members if they are in the Oklahoma City metro area. Up to two motorcycle units and one marked unit shall be allowed to provide such escorts as long as the host city retains primary responsibility for traffic control.
3. Injury Leave. An employee injured on the job that is unable to perform a light duty assignment shall continue to receive his/her regular salary or rate of pay during absence from work not to exceed six (6) calendar months; provided however, a physician's statement verifying the Officer's inability to perform assigned duties shall be required at a minimum of thirty (30) day intervals to carry said officer on injury leave. The City shall,

at their discretion, at any time during the said six (6) calendar months, elect to have an independent medical opinion of the Officer's condition.

4. Light Duty. In the event an employee is injured and the employee can be reassigned to other duties within the Police Department, the employee shall be entitled to his/her regular (full) pay for such duties during the duration of such an assignment which may not exceed a period of one (1) year, injury leave and light duty combined. After one year from injury date, the employee must return to regular duty, with a medically qualified approval, or be re-evaluated for retention as a Police Officer. While on light duty the member may work off-duty job(s), with approval of Chief of Police, that are equal or less demanding than his/her current light duty assignment.
5. Off duty employment. An employee injured on the job and who has been placed on injury leave shall not be permitted to work outside jobs during their period on such leave.
6. Immediate family shall include: (by blood or marriage), grandparents, grandchildren, parents, sisters, brothers, sons, daughters, step-children, spouse and in-laws: grandparents-in-law, as well as other relatives permanently residing in the employee's household.

ARTICLE 17

POLICE PENSION PLAN

1. This plan is to be operated in accordance with state laws regulating Police Pension funds.
2. Should the F.O.P. withdraw from the Social Security Program, the City agrees to add an equivalent amount to the total pay package.

ARTICLE 18

UNIFORM AND CLOTHING ALLOWANCE

1. The employer is committed to maintaining the professional appearance and safety of its Police Officers and will furnish uniformed officers with all necessary uniforms and accessories in keeping with the Police Department rules and regulations.

1.1. Issue will consist of the following:

5 ea. Short sleeve shirts	1 ea. Waist belt-Velcro
5 ea. Long sleeve shirts	1 ea. Duty belt-Velcro
5 pr. Pants	1 ea. Duty holster
2 ea. Ties	1 ea. Ammo holder
1 ea. Tuffy jacket-zip liner	2 ea. Handcuff case
1 ea. Raincoat	2 pr. Handcuffs & keys
1 ea. Second Chance Vest	2 ea. Metal name tags
1 ea. ASP expandable baton	(duty weapon if primary weapon)
2 Shirt badges	

1 set metal buttons, collar brass, patches (2 per shirt and/or jacket), ribbons, and any other emblems and/or insignia required by the City of Moore and/or the Moore Police Department.

1.2. The following will be issued after promotion and/or transfer (as applicable):

Sergeant chevrons, Lieutenant bar, Captain bars, or Major clusters
Detective, Sergeant, Lieutenant, Captain, or Major Badge

2. The employer agrees to furnish each member of the bargaining unit with a dry cleaning and equipment allowance of thirty-six dollars and fifty-four cents (\$36.54) per pay period for cleaning of the uniforms furnished in this article.
3. The employer will pay a one (1) time five hundred dollars, (\$500.00) reimbursement for Officers clothing costs upon assignment to a plain clothes position within the operations/Patrol Division beginning with Officers currently assigned now. The Officers will be required to provide the employer with receipts prior to being reimbursed, and they will receive a yearly clothes maintenance allowance reimbursable up to four hundred dollars (\$400.00). In order to be eligible for reimbursement, the Officers should make every effort to purchase the clothing from a retail store located within the city limits of Moore, when possible. Officers assigned to plain clothes while on light/restricted duties are not eligible for clothing reimbursement under this article.
4. An Officer upon retiring in good standing shall be allowed to keep all police equipment issued to them, including but not limited to his duty weapon. Employer agrees to continue

current practice and to provide retiring officers with new shirt badge, new wallet, new wallet badge, and brass commission card.

5.A. Normal retirement date means the date at which the member is eligible to receive the unreduced payments of the member's accrued retirement benefit. Such date shall be the first day of the month coinciding with or following the date the member completes twenty (20) years of credited service. If the member's employment continues past the normal retirement date of the member, the actual retirement date of the member shall be the first day of the month after the member terminates employment with more than twenty (20) years of credited service.

5.B. This Section shall not apply if the member is terminated for just cause.

ARTICLE 19

RESIDENCY REQUIREMENTS

1. All employees of the Police Department shall reside within sixty (60) minutes normal driving time of the corporate city limits of Moore, within thirty (30) days of appointment. The F.O.P. acknowledges the ability of the City to set and establish residence requirements for city employees whose presence or duties may be required for the protection of life and/or property. It is therefore agreed that all Police Department employees shall live or reside within sixty (60) minutes normal driving time of the corporate city limits of Moore.

ARTICLE 20

PROFESSIONAL INSURANCE

1. The City will provide each Officer adequate false arrest and civil liability insurance.
2. The City will provide the lodge with copies of the false arrest and civil liability policies and the amounts of coverage.

ARTICLE 21

EXISTING WORKING CONDITIONS

1. Existing working conditions not specifically mentioned herein and established by departmental practice, 2011 Personnel Policy and Procedures Manual or by department memorandum or City Manager's Management Policy or practices shall continue in full force and effect during the duration of this agreement.
2. Coffee breaks. Coffee breaks shall be scheduled by the Police Chief and may not be accumulated. Each employee may take a break from work both the first half and the second half of the shift, not to exceed fifteen (15) minutes per break.
3. Lunch breaks. Each Police Officer shall have a forty-five (45) minute lunch break as part of his/her normal work day.
4. The City shall provide transportation for all scheduled duty employees to and from work who reside within the corporate city limits of Moore.
5. Each employee shall accept a police unit only after maintenance has been performed as requested or needed. If, in the officer's opinion and that of the shift supervisor, the maintenance has not been completed, he/she will not be required to accept said unit.

ARTICLE 22

MERIT STEP INCREASE

1. Members promoted to a new rank classification shall serve a six (6) month probationary period.
2. All step increases shall be based on meritorious performance as evidenced by a satisfactory performance evaluation. These increases shall be given on the anniversary date to those members that are eligible. This also applies to members who had their probations extended while recruits, provided that the extension did not exceed 90 days. Once a member has been promoted to a new rank, the promotional date will be used.*

*Example: An officer hired on Aug. 1 shall receive a merit step at 6 months and then receive all other steps on Aug. 1 every year thereafter. The officer is promoted to Sergeant on Jan. 16 (after completion of the officers 5th year). The Sergeant merit step will be on Jan. 16 until promoted again. If promoted again, the date of the promotion will become the new merit date.

3. To show recognition to the long and dedicated service of Police Officers who chose not to or have not reached supervisory rank, two sub-categories will be created after they transition to the rank of Sergeant. These sub-categories are for the creation of Staff Sergeant and Master Sergeant. Officers who have served as a Patrol Officer or rank equivalent Sergeant after the transition for a total of five (5) or more continuous years are eligible to wear Staff Sergeant collar brass (three strips and one rocker). Officers who have served as a Patrol Officer or rank equivalent Sergeant after the transition for a total of ten (10) or more continuous years are eligible to wear Master Sergeant collar brass (three strips and two rockers). The City and FOP agree that there shall be no additional pay or benefits associated with these sub-categories. Staff Sergeants and Master Sergeants will have no greater authority than that given to the rank of Sergeant.

PAY MATRIX

CITY OF MOORE
POLICE
FY 17-18

Position	Range		A 1	B 2	C 3	D 4	E 5	F 6	G 7	H 8	I 9	J 10	K 11	L 12	M 13	N 14
Recruit	116	Hourly Bi-Weekly Annual	21.34 1,713.46 44,549.98	24.20 1,936.07 50,531.43												
Police Officer II	128	Hourly Bi-Weekly Annual	26.05 2,083.92 54,390.42	28.63 2,130.74 55,612.44	27.23 2,178.39 56,855.89	27.86 2,226.49 58,163.67	28.49 2,279.42 59,492.88	29.13 2,330.35 60,822.09	29.80 2,383.74 62,215.62							
Sergeant	155	Hourly Bi-Weekly Annual	29.31 2,345.13 61,207.99	28.99 2,399.35 62,622.95	30.69 2,455.20 64,080.78	31.36 2,508.59 65,474.32	32.08 2,564.45 66,932.16	32.78 2,622.77 68,454.33	33.51 2,681.09 69,976.49	34.27 2,741.68 71,562.99	35.04 2,803.48 73,170.97	35.83 2,866.73 74,821.87	36.61 2,929.16 76,451.02	37.44 2,994.87 78,166.13	38.27 3,061.95 79,916.95	39.13 3,130.54 81,706.98
Lieutenant	178	Hourly Bi-Weekly Annual			40.04 3,203.51 83,611.61	40.94 3,274.97 85,476.79	41.85 3,347.98 87,382.19	42.78 3,422.51 89,330.05								
Captain	187	Hourly Bi-Weekly Annual			43.78 3,502.50 91,415.36	44.76 3,580.54 93,452.05	45.75 3,660.22 95,631.63	46.78 3,742.36 97,675.51	47.82 3,825.56 99,847.04	48.88 3,910.61 102,069.64						
Major	198	Hourly Bi-Weekly Annual			50.03 4,002.74 104,471.63	51.15 4,092.28 106,808.47	52.30 4,184.28 109,209.62	53.49 4,279.56 111,695.54	54.67 4,373.20 114,140.55	55.92 4,473.41 116,756.11						

ARTICLE 24

SPECIAL DUTY PAY

1. The employer agrees to the following special duty pay and/or working provisions:
 - 1.1 Members of the department's tactical team shall receive an automatic two (2) hours of overtime (as defined in Article 13 of this agreement). In addition to the prescribed compensation for duties performed, whenever the team is "activated for duty".
 - 1.2 Those persons assigned to standby duty for the purposes of being on call for immediate duty (i.e., Detectives, etc.), shall work a thirty-two (32) hour work week during the week long period of standby duty in lieu of the normal work week. The employee's supervisor shall schedule the four day period of work in conjunction with the work load of the department. The prescribed compensation for overtime during call in shall apply as provided in Article 13 of this agreement. Detectives who are on call during the recognized holidays shall receive an additional eight (8) hours of holiday time to be used at any time during the fiscal year, pursuant to the normal procedures of use of accumulated holiday leave.
 - 1.3 Members of the department's honor guard, if called in off-duty, will receive compensatory time or overtime in the manner established in Article 13 of this contract. The honor guard will attend all memorials, Police Officer's funerals and any other functions requested by the Chief of Police and/or the City of Moore.
 - 1.4 Command duty officers will be the rank of Major and above and shall receive six (6) hours total time to be added to their comp time account for each pay period on call. The assigned detective supervisor shall receive four (4) hours of total time to be added to their comp time account per pay period during the duration of assignment. The prescribed compensation for overtime during call in shall apply as provided in Article 13 of this agreement.
 - 1.5 The member assigned as the department K-9 Officer shall receive an additional ten percent (10%) pay during the time he/she is actively assigned to this position. This shall include training and transitional time. This increase shall be included on the member's regular payroll check. This is to recognize the additional work involved in training the officer and the canine to work together.
 - 1.6 The members assigned as Field Training Officers shall receive two (2) hours comp time, time and a half, for each shift they are assigned to such duties, during any period in which an FTO has a recruit assigned to him or her. Eligibility requirements: To be eligible to be an FTO, members must have 3 years experience, with no disciplinary action within the last 12 months prior to applying. Applicants must not have, on their most recent evaluation, a below standard evaluation. Upon meeting eligibility requirements the applicant may or may not go before an FTO Selection Committee consisting of the FTO

Lieutenant, two (2) FTO's, the Patrol Commander and the Assistant Chief of Police, depending on scheduling and the needs of the department. The Committee shall make recommendation for FTO to the Chief of Police for consideration. FTO's who receive a below average rating on their evaluations shall be removed from the program until the problem area has been corrected.

The FTO Supervisor shall receive four (4) hours comp-time, time and a half, per week during the period one or more FTO's are training recruit(s).

- 1.7 Members shall receive \$75.00 per month for equipment allowance not furnished by the City.
- 1.8 Members who are skilled in speaking Spanish or Sign Language fluently will receive \$25.00 per pay period, per skill. Officers receiving such pay will be required to serve as interpreters on as needed basis. Officers must provide proof of fluency to the Police Chief or designee before interpretive pay will be approved. Fluency will be determined through a fluency exam set forth by the Police Chief which is mutually agreed upon by the City's personnel department and the FOP. The Chief of Police or his designee reserved the right to verify the authenticity of the certification.
- 1.9 Baker Shift officers shall receive \$40.00 per pay period differential. Charlie Shift officers shall receive \$20.00 per pay period differential. The affected officer shall give the payroll department as much notice as possible when changing shifts.
- 1.10 The Public Information Officer shall receive four (4) hours total time to be added to his or her comp-time account per pay period.
- 1.11 The on-call crime scene technician shall receive four (4) hours total time to be added to his or her comp-time account per pay period.

ARTICLE 25

HEALTH INSURANCE and ON THE JOB INJURIES

1. The employer agrees to pay eighty percent (80%) of the total premium for dependent & single coverage for the City's health insurance plan for all Officers.
2. All members of the bargaining unit agree to participate in the COMP CHOICE or an agreed upon provider for the treatment of work related injuries.
3. The employer will provide the lodge with copies of the insurance policy and the amounts of coverage.
4. It is agreed by the City and the FOP that a committee consisting of 1 representative from each of the following departments: Police, Fire, Non-Union Employee, Finance Director, City department head, Human Resource Director and a Council member will be formed to assess the current health insurance and decide the needed changes for continued coverage. Both the City and FOP agree to abide by the findings of the committee. The Finance Director votes only in tie breaker situations.
5. Life insurance for members will remain 1.5 times yearly salary. Maximum life insurance will be \$150,000.
6. Retirement shall still be defined as:

Any member having served 20 years or more who chooses to leave the employment of the City. Retirement shall begin once the member is not returning to regular duties and all monetary and property issues have been settled with the City.

ADDITIONAL RETIREMENT CONTRIBUTIONS

1. The employer agrees to pay the employees covered by the agreement, the current health insurance premium rates, in each of their twenty-six (26) pay checks per year. This amount includes a roll up for employee and dependent health benefits. This amount is equal to that paid into the City Employees Health Benefits Plan on behalf of each of the other City employees.
2. To be eligible for this additional retirement contribution the employee must participate in the City's employee/health benefits plan. Premium payments will be made through the cafeteria plan.
3. The above mentioned Health Benefits pay will not count towards overtime pay calculation.

4. Each party will pay their respective share to the State Retirement System.
5. If an employee does not participate in the City's employee/health benefit plan, this additional retirement contribution will not apply.

ARTICLE 26

TRAINING

1. In keeping with the employer's recognition of the importance of insuring that all Police Officers are trained to a high level of expertise and safety in carrying out their duties, the employer will provide all necessary ammunition for firearms training. Further, the employer agrees to make all reasonable efforts to send employees to appropriate available training courses/schools. Expenses for transportation to and from the schools as well as reasonable lodging and meals shall be borne by the employer.
2. The employer agrees to provide at least the minimum amount of hours required by C.L.E.E.T., of in-service training for each Officer during the contract year.
3. The employer may adjust an employee's regular nine (9) or eight (8) hour shift by no more than two (2) hours for training purposes.
4. The employer agrees to provide the basic required training to each officer for the expandable baton as listed in Article 18.1.1 of this contract. The Employer shall make a reasonable effort to provide this training as soon as possible, but shall be within the duration of this contract.
5. Charlie Shift Officers shall be given the night off (night before and night of) when attending a school approved by the Department.

ARTICLE 27

LONGEVITY SCHEDULE

1. To encourage full-time regular employees to remain in the employment of the City of Moore, a longevity pay increase shall be made to each employee per the following table:
2. Longevity pay will be paid to the employee on the same paycheck as his/her regular pay. (The maximum annual longevity for any officer is \$ 11,003.76)

FY 17-18 Longevity Schedule Police

Years of Service	Bi-weekly Amount	Annual Amount
3	\$50.59	\$1,315.44
4	67.46	1,753.92
5	85.13	2,213.28
6	101.99	2,651.76
7	118.86	3,090.24
8	135.72	3,528.72
9	152.58	3,967.20
10	169.45	4,405.68
11	186.31	4,844.16
12	203.18	5,282.64
13	220.85	5,742.00
14	237.71	6,180.48
15	254.58	6,618.96
16	271.44	7,057.44
17	288.30	7,495.92
18	305.17	7,934.40
19	322.03	8,372.88
20	338.90	8,811.36
21	355.76	9,249.84
22	372.63	9,688.32
23	389.49	10,126.80
24	406.36	10,565.28
25	423.22	11,003.76

ARTICLE 28

SHIFT ASSIGNMENT

- 1.1 The command staff and shift commander will determine how many officers will be assigned to the shift.
 - 1.2 The shift commander will set up his schedule to insure he has the optimum coverage.
 - 1.3 The shift commander will set up his schedule to insure he has the optimum coverage.
 - 1.4 This schedule minus the officer's names will be given to the FOP President.
 - 1.5 The FOP members will then bid for those available assignments based on their seniority. This process will be conducted by the FOP.
 - 1.6 The results of the bidding process will be returned to the Patrol Division Commander who will distribute the results to the Shift Commanders.
 - 1.7 The Shift commander will finalize the schedules and return them to the Patrol Division Commander for final approval.
 - 1.8 After the final approval the schedules will be posted. The Final schedule will be posted by November 1st and May 1st.
 - 1.9 Any specific shift assignments because of marriage or administrative reasons will be established prior to submitting the schedules for bidding.
 - 1.10 All schedules may be changed at any time subject to the needs of the department.
 - 1.11 Shift bidding for motor officers counts time as motor officer 1st and seniority on department 2nd.
2. The Chief of Police may make exceptions to assignments by seniority when:
 - 2.1 Necessary for the Officer's health or due to the need for light duty assignments.
 - 2.2 Necessary for the Officer due to reasons of family or education.
 - 2.3 Necessary because of increased complaints against an employee.

- 2.4 An overriding, non-disciplinary reason for the good of the employee or the department.
 - 2.5 Made as a condition of discipline. If shift reassignment is made as a condition of discipline, it is subject to the same rule and standards as any other disciplinary action.
 - 2.6 When the employee is assigned to a specialized unit.
- 3. If an exception is made by the Chief of Police from the seniority assignment, the Chief will first ask for a volunteer to make the change. If there is no volunteer, the least senior officer of the same rank will make the change.
 - 4. Nothing in the procedures outlined in Section 1 shall prevent a mid-shift change if there is sufficient reason to do so.

ARTICLE 29

PROMOTION POLICY AND PROCEDURES

1. All members shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herewith.
2. It is the purpose of this procedure to assure all members an equal opportunity to compete in promotional examinations, which shall be free of favoritism, personalities, and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.
3. Testing will be administered by the Chief of Police or his designee.
4. Eligibility. Applicants must not be on disciplinary probation or disciplinary suspension or have been reduced in rank for just cause within the last twelve (12) months prior to the date of the position being tested for.
5. Sergeant:
 - 5.1 Eligibility Applicants shall achieve the rank of Sergeant who have been employed as a officer by this department for a period of five (5) continuous years of service and who have successfully completed the competency testing; or automatically upon the completion of seven (7) continuous years of service and having satisfactorily performed the duties of police officer .
 - 5.2 Procedure A certification for Promotion Form must be completed by the applicant and submitted to the Director of Training at least two days prior to the date of the examination. The competency test will be administered within a fiscal year. The test will be given on the third Wednesday in January and the third Wednesday in July. The examination will be based on the policy, procedures, and workings of the Moore Police Department, the ordinances of the City of Moore, and the laws of the State of Oklahoma. To meet the competency requirement, a minimum qualifying score of 80% must be achieved.
6. Supervisory Ranks:
7. Written Examination; a written examination, applicable to this department, will be prepared by the Chief of Police or his/her designee. Test questions will be based on the policy, procedures, and workings of the Moore Police Department, the ordinances of the City of Moore, and the laws of the State of Oklahoma. The proper training will be given to all members of the next lower rank after they become eligible for the next rank and before testing. All candidates scoring 70% or more of the highest score possible on the written test will qualify to go before the assessment board. The personnel director will appoint a representative who shall grade the written examinations with the assistance of the designated F.O.P. observer and Chief of Police designee.

8. Assessment Board: The makeup of the assessment boards shall follow the guidelines as listed in sections 13, and 14 of this article.
 - 8.1. The Chief of Police or his/her designee shall prepare a duty scenario for each position above Sergeant consisting of the duties relative to those ranks. A candidate for promotion, having obtained a written test score of 70% or above shall be required to perform and handle the duty scenario for the operation of the shift as it relates to the rank. The candidate shall be observed by a board consisting of five (5) members of the Moore Police Department as he/she performs the duty scenario. Performance shall be judged by the accuracy and proficiency of the candidate as they complete and handle unexpected situations and routine duties of the scenario. A rating system shall be devised to determine performance of the individual situations of the scenario and an overall performance rating. The FOP may have an observer present. Individual scores (not comments) for each promotion board member shall be posted.
9. Personnel File Review Process: Each candidate scoring 70% or higher on the written examination shall appear before the assessors at which time their personnel file shall be presented by the Personnel Division or designee for the review of the Assessment Board. The candidate will be present during their review process and will be given the opportunity to clarify or correct any material/information presented to the board. The personnel file review will be considered by the assessors in determining the final assessment ranking. Prior to the release of any personnel file or any material from same, the personnel director shall receive a written authorization from the candidate authorizing release of the materials to the assessors.
10. Points: For each year the candidate has held his/her present rank an additional one/half (½) of a point will be added to his/her final score.
11. Selection: The position will be filled by the top candidate, as determined by the above procedure.
12. Lieutenant:
13. Eligibility: Applicants shall be required to have been employed by this department for a period of five (5) continuous years, and held the rank of Sergeant for one (1) continuous year immediately prior to the opening being tested for.
 - 13.1. Assessment Board: The Chief of Police shall establish an assessment board consisting of three (3) Lieutenants and two (2) Captains. The members of the board shall be chosen at random by the Chief of Police designee and FOP President designee drawing names from a pool containing the names of all Lieutenants and all Captains. The board will be run as stated in section 8, of this article.

- 13.2. Requirements: The testing process will be conducted in accordance with Sections 4 thru 8 of this article.
14. Captain:
- 14.1. Eligibility: Applicants shall be required to have been employed by this department for a period of six (6) continuous years, and held the rank of Lieutenant for two (2) continuous years immediately prior to the opening being tested for.
- 14.2. Assessment Board: The Chief of Police shall establish an assessment board consisting of three (3) Captains and two (2) Majors; or three (3) Captains, one (1) Major and the Assistant Chief of Police. The members of the Board shall be chosen at random by the Chief of Police designee and FOP President designee drawing names from a pool containing the names of all Captains, all Majors and the Assistant Chief of Police. The Board will be run as stated in Section 8, of this article.
- 14.3. Requirements: The testing process will be conducted in accordance with Sections 4 thru 8 of this article.
15. Major:
- 15.1. Eligibility: Applicants shall be required to have been employed by this department for a period of nine (9) continuous years, and held the rank of Captain for two (2) continuous years immediately prior to being appointed to the opening.
- 15.2. Appointment Procedure: Upon a position becoming vacant, the Chief of Police shall appoint a qualified Captain.
16. Applicant Rights and Responsibilities:
- 16.1. Grievance Procedure: If the applicant believes the procedures outlined herein have been violated, the applicant may present a grievance on this issue to the Chief of Police. Such appeal will be in accordance with Article 9, of this contract.
- 16.2. Test Review: The test will be reviewed with the applicant, after completion of the testing procedure.

- 16.3. Notification: A notice of an opening will be posted on the police department bulletin board for a minimum of thirty (30) calendar days for the purpose of accepting applications for testing. Upon completion of the testing procedures, the applicants will be notified of the results within two (2) calendar days. A position will be filled within ninety (90) calendar days after it becomes open. (Open shall be defined, as once an Officer is no longer on active duty and performing the duties of said rank. Sick leave or extended vacation shall not constitute active duty.)
- 16.4. Examinations: Written examinations and assessment boards shall not exceed eight (8) hours in any given day.
- 16.5. Probation: After being promoted to a higher position the candidate will serve a six (6) month probationary period. If the candidate successfully completes the probationary period the promotion will be made permanent. If the candidate does not successfully complete the six (6) month probationary period, he/she will be returned to their prior rank.
17. F.O.P. Observer: A member of the F.O.P. shall be named by the F.O.P. Executive Board to act as an observer during the promotion process, except that the observer will not be present during the preparation of the written test. He shall be afforded the opportunity to verify the process immediately prior to the review of the applicants. The observer shall be present during the administering and grading of the written test and monitor the same. The observer shall report any and all irregularities, immediately, to the F.O.P. President, the Chief of Police and the City Manager.
18. Special Circumstances:
 - 18.1. In the event of a change in job title only, a similar change of title will be made in this article.
 - 18.2. If a totally new position in the rank structure becomes available, then this position will be filled as nearly as possible in accordance with this article. This new position will then be written into this article.
19. Temporary Promotions:
 - 19.1. In the event a temporary promotion is necessary to fill a vacant supervisory position, on any shift, the Chief of Police shall select the officer of next lower rank, regardless of present shift assignment. If the officer declines the appointment, due to not wanting to change shifts, the next senior officer shall be offered the promotion. This process shall continue until the position is filled.
20. Automatic Promotion: Any officer who seeks a promotion to the rank of Captain or Lieutenant shall automatically be given the promotion if that officer meets the following requirements:

- 20.1 The officer has previously received a 70% or higher score on the written examination for that rank.
- 20.2 The officer is the only applicant eligible for promotion to that rank and/or the officer is the only applicant who notifies the Chief of Police, during the posting for that rank, of his or her intent to test for that rank.
- 20.3 The top candidates for promotion, as determined by the compilation of scores by the Personnel Department, will be placed on the Promotional Eligibility List for six (6) months. Subsequent testing will not be administered until the Eligibility list has expired.

ARTICLE 30

WELLNESS PROGRAM

1. All members of the bargaining unit understand that participation in the Wellness Program is part of the City of Moore Health Benefit Program.
2. The program will be designed for each member according to his/her needs.
3. All members of the bargaining unit that are also members of the Health Benefit Program may participate in the Wellness Program.
4. All members that participate will earn credits for up to \$200.00 per year.

ARTICLE 31

SUBSTANCE ABUSE PROGRAM

The procedures outlined in this document for Drug and Alcohol Testing shall be covered, and be in addition to, all other articles of the labor agreement between the Moore Police Department and the City of Moore.

Section 1. Policy

The members of the F.O.P. Lodge #131 and the City of Moore recognize that drug and alcohol use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug use and alcohol abuse through education and rehabilitation of affected personnel. The possession, use or being under the influence of alcoholic beverages or drugs shall not be permitted at the employer's work sites while an employee is on or off duty.

Section 2. Informing Employees about Drug and Alcohol Testing

All members of the bargaining unit shall be informed of the City of Moore's Drug and Alcohol Testing Policy. Members will be provided with information concerning the impact of the use of alcohol and drugs on job performance. The employer shall inform members of the bargaining unit on how the tests are conducted, what the test can determine and the consequence of testing positive for drug or alcohol abuse above the designated cut-off levels. This article shall satisfy the minimum requirement of notice. Newly hired employees will be provided with this policy on their initial date of hire. It is the responsibility of the employee to read and understand this policy and determine what impact or affect these alcohol and controlled substance testing requirements may have on them or their employment.

Section 3. Application

This policy shall apply to all members of the bargaining unit and probationary employees during their first year employment.

Section 4. Pre-Employment Testing

All applicants for positions with the Moore Police Department shall undergo controlled substance and/or alcohol testing prior to assignment.

4.1 Job applicants shall be tested only after a conditional offer of employment is made.

4.2 Refusal to submit to a test or a confirmed positive test is a basis for withdrawing a conditional offer of employment.

Section 5. Reasonable Suspicion

The testing for a controlled substance or alcohol may be conducted on any members of the bargaining unit and first year probationary employees when there exists a reasonable suspicion of substance abuse in the workplace. Reasonable suspicion may be based upon, among other things:

- 5.1 Observable and articulable phenomena, such as physical symptoms or manifestations of being under the influence of a controlled substance or alcohol while at work or on duty (appearance, behavior, speech, body odor, etc.,) or the direct observation of such use while at work or on duty;
- 5.2 Reports of controlled substance or alcohol use from reliable and credible sources, which are independently corroborated;
- 5.3 Evidence that an individual has tampered with a controlled substance or alcohol test during his employment; or
- 5.4 Evidence that members of the bargaining unit and first year probationary employees are involved in the use, possession, sale, solicitation or transfer of controlled substances or alcohol while on the employer's premises or operating the employer's vehicle, machinery or equipment.

No testing under Reasonable Suspicion shall be initiated unless the circumstances are properly reviewed and agreed upon by at least two (2) representatives of City management (which shall be considered to include supervisory level personnel).

A written record of the observations leading to a controlled substance or alcohol test shall be created and signed by the supervisor(s) who made such observations within twenty-four (24) hours of the observed behavior.

The City's Risk Management Medical files shall be the records and reporting for all controlled substance and alcohol related information.

Section 6. Post Accident Testing

Post-accident testing for a controlled substance or alcohol may be conducted on employees only where there has been damage to City property, or actual (work related) injury to an employee, or third party, or if there exists reasonable suspicion (as defined in Section 5) that the accident, injury or damage was a direct result of the employee's use of a controlled substance or alcohol.

Section 7. Random Testing of Employee

The City shall at various times, randomly select members of the bargaining unit and first year probationary employees, as defined, for unannounced testing for controlled substance and alcohol. The selection of employees to be tested shall be by a scientifically valid method, as defined in Section 8, so that each member of the bargaining unit and first year probationary employees shall have an equal chance of being tested each time testing occurs.

The dates for the unannounced testing of randomly selected members of the bargaining unit and first year probationary employees shall be spread reasonably throughout the year.

The City shall require that each member of the bargaining unit and first year probationary employees who are notified of selection for random testing proceed to the testing site immediately, as designated in Section 17 of the policy.

Section 8. Selection Procedure

The City has established the following procedure (s) for selection of individuals for random testing for controlled substance and alcohol:

- 8.1 The City shall contract with an outside agency to provide selection, testing and reporting in compliance with Federal and State requirements.

Section 9. Post-Rehabilitation Testing

The City may require a member of the bargain unit or first year probationary employee to undergo testing for controlled substance and alcohol for a period of two (2) years after the employee's return to work following a confirmed positive test and following participation in a Substance Abuse Dependency Program under the City's assistance program or attended at the request by the City.

The employment status of any member of the bargaining unit or first year probationary employee, while undergoing substance abuse dependency rehabilitation and until satisfactory completion of said rehabilitation shall be changed to probationary. Restoration to employment status prior to probationary employment status shall be at the sole discretion of the City.

Failure of a member of the bargaining unit or first year probationary employee to comply with items listed below shall constitute a voluntary resignation from employment with the City by the employee, to-wit:

- 9.1 Failure to progress satisfactorily in a rehabilitation program;
- 9.2 Presence of a controlled substance or alcohol in your body evidenced by a confirmed positive test; or
- 9.3 Refusal to submit to any or all post-rehabilitation testing or any part of this policy.

Section 10. Substances Which Tests May Be Given

A licensed testing facility may test for any drug or class of drugs or their metabolites included in Schedule I, II, or III of the Controlled Substance Act (21 U.S.C. § 801, et seq.) provided testing for such substance has been approved by the Commissioner of Health.

A) The following drugs or their metabolites have been approved for testing by the Commissioner of Health:

- 1. Marijuana
- 2. Opiates/synthetic narcotics
 - A. Codeine
 - B. Hydrocodone
 - C. Hydromorphone
 - D. Meperidine
 - E. Methadone
 - F. Oxycodone
 - G. Propoxyphene
 - H. Heroin
 - I. Morphine
- 3. Cocaine
- 4. Phencyclidine
- 5. Amphetamines
 - A. Amphetamines
 - B. Methamphetamines
 - C. Methylenedioxyamphetamine
 - D. Methylenedioxymethamphetamine
 - E. Phentermine
- 6. Barbituates
 - A. Amobarbital
 - B. Butalbital

- C. Pentobarbital
 - D. Secobarbital
7. Benzodiazepines
- A. Diazepam
 - B. Chlordiazepoxide
 - C. Alprazolam
 - D. Clorazepate; and
8. Methaqualone
- B) If the United States Department of Health and Human Services has established an approved protocol and positive threshold for a substance not listed in (A) of this Section, testing for such a substance shall be deemed to be approved by the Commissioner of Health.
- C) Drugs other than those listed shall be tested by scientifically established methods at scientifically established detection levels.

10.1 Cut-Off Levels for Initial Drug Screening Tests

- A) The following initial cutoff levels shall be used when the screening specimens to determine whether they are negative for these drugs or their metabolites:
- 1. Marijuana metabolites: 50-100 ng/ml
 - 2. Cocaine metabolites: 300 ng/ml
 - 3. Opiate and metabolites: 2000 ng/ml; opiate and metabolites include the following:
 - A. Codeine;
 - B. Heroin;
 - C. Morphine;
 Semi-synthetic and synthetic narcotics: 300ng/ml; semi-synthetic and synthetic narcotics include:
 - A. Hydrocodone;
 - B. Hydromorphone;
 - C. Meperidine (immunoassay unavailable, initial test level of 1000 ng/ml shall be used for meperidine)
 - D. Methadone
 - E. Oxycodone
 - F. Propoxyphene

4. Pencyclidine: 25 ng/ml
5. Amphetamines 1000 ng/ml; amphetamines include the following:
 - A. Amphetamines
 - B. Methamphetamines
 - C. Methylenedioxymphetamine (immunoassay unavailable);
 - D. Methylenedioxymethamphetamine (immunoassay unavailable);
 - E. Phentermine
6. Barbituates 300 ng/ml; barbituates include the following:
 - A. Amobarbital
 - B. Butalbital
 - C. Pentobarbital
 - D. Secobarbital
7. Benzodiazepines 300 ng/ml; benzodiazepines include the following:
 - A. Diazepam
 - B. Chlordiazepoxide
 - C. Alprazolam
 - D. Clorazepate; and
8. Methaqualone 300 ng/ml

- (B) These test levels are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentrations.
- (C) Drugs other than those listed shall be tested by scientifically established methods at scientifically established detection levels.

10.2 Cutoff Levels for Drug Confirmation Testing

- (A) All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS), or an equivalent accepted method of equal or greater accuracy as approved by the Commissioner of Health, at the following cutoff levels for these drugs or their metabolites. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall

- (B) These test levels are subject to change by the Department as advances in technology or other considerations warrant identification of these substances at other concentration.

10.3 Urine Specimen Collection Procedures

- A) Designation of Collection Site

Each drug testing program shall have one or more designated collection sites which have all necessary personnel, material, equipment, facilities, and supervision to provide for the collection, security, temporary storage, and shipping or transportation of urine specimens to a licensed drug testing facility.

- B) Security

Procedures shall provide for the designated collection site to be secure. If a collection site facility is dedicated solely to urine collection, it shall be secure at all times. If a facility cannot be dedicated solely to drug testing, the portion of the facility used for testing shall be secured during drug testing.

- C) Chain of Custody

Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimens.

- D) Access to Authorized Personnel Only

No unauthorized personnel shall be permitted in any part of the designated collection site when urine specimens are collected or stored.

- E) Privacy

Procedures for collecting urine specimens shall allow individual privacy. 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 collection occurs in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.

- F) Integrity and Identity of Specimen

Precautions shall be taken to ensure that a urine specimen is not

be documented in the testing facility record as "greater than the highest standard curve value."

1. Marijuana metabolites: 15 ng/ml (Delta-9-tetrahydrocannabinol-9-carboxylic acid)
2. Cocaine metabolites: 150 ng/ml (Benzoylecgonine)
3. Opiate and metabolites: 2000 ng/ml; opiate and metabolites include the following:
 - A. Codeine;
 - B. Heroin;
 - C. MorphineSemi-synthetic and synthetic narcotics: 300 ng/ml; semi-synthetic and synthetic narcotics include:
 - A. Hydrocodone;
 - B. Hydromorphone;
 - C. Meperidine (Confirmatory test level of 500 ng/ml shall be used for meperidine)
 - D. Methadone
 - E. Oxycodone
 - F. Propoxyphene
4. Pencyclidine: 25 ng/ml
5. Amphetamines: 500 ng/ml; amphetamines include the following:
 - A. Amphetamines
 - B. Methamphetamines
 - C. Methylenedioxyamphetamine
 - D. Methylenedioxymethamphetamine
 - E. Phentermine
6. Barbiturates: 300 ng/ml; barbiturates include the following:
 - A. Amobarbital
 - B. Butalbital
 - C. Pentobarbital
 - D. Secobarbital
7. Benzodiazepines: 300 ng/ml; benzodiazepines include the following:
 - A. Diazepam
 - B. Chlordiazepoxide
 - C. Alprazolam
 - D. Clorazepate; and
8. Methaqualone 300 ng/ml

adulterated or diluted during the collection procedure and that information on the urine specimen bottle and on the chain of custody form can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified:

1. To deter the dilution of specimens at the collection site, toilet bluing agents shall be placed in toilet tanks wherever possible, so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water i.e., no shower or sink, in the enclosure where urination occurs.
2. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual does not have proper photo identification, the collection site person shall contact the supervisor of the individual, the coordinator of the drug testing program, or any other employer official who can positively identify the individual. If the individual's identity cannot be established, the collection site person shall not proceed with the collection.
3. If the individual fails to arrive at the assigned time, the collection site person shall contact the appropriate authority to obtain guidance on the action to be taken.
4. The collection site person shall ask the individual to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection site person shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his or her wallet.
5. The individual shall be instructed to wash and dry his or her hands prior to urination.
6. After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, and soap dispenser, cleaning agent or any other material, which may be used to adulterate the specimen.
7. The individual may provide the specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
8. The collection site person shall note any unusual behavior or appearance on the chain of custody form.
9. In the exceptional event that a drug testing program designated collection site is not accessible and there is an immediate

requirement for specimen collection (e.g., an accident investigation), a public rest room may be used according to the following procedures: a collection site person of the same gender as the individual shall accompany the individual into the public restroom which shall be made secure during the collection procedure. If possible, a toilet bluing agent shall be placed in the bowl and any accessible toilet tank. The collection site person shall remain in the restroom, but outside the stall, until the specimen is collected. If no bluing agent is available to deter specimen dilution, the collection site person shall instruct the individual not to flush the toilet until the specimen is delivered to the collection site person. After the collection site person has possession of the specimen, the individual shall be instructed to flush the toilet and to participate with the collection site person in completing the chain of custody procedures.

Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least forty-five (45) ml of urine under the split sample method of collection or thirty (30) ml of urine under the single sample method of collection.

If drug testing is to be conducted in a testing facility which performs both the initial screening test and the confirmatory test at the same location, urine may be collected under either the single sample method of collection, or the split sample method of collection.

If drug testing is to be conducted in a testing facility which performs only the initial screening test, the split sample method of collection shall be used.

i. Split Sample Collection Method

The donor shall urinate into a container or a specimen bottle capable of holding at least sixty (60) ml.

- I If a collection container is used, the collection site person, in the presence of the donor, pours the urine into two specimen bottles. Thirty (30) ml shall be poured into one bottle, to be used as the primary specimen. At least fifteen (15) ml shall be poured into the other bottle, to be used as the split specimen.
- II. If a single specimen bottle is used as a collection container, the collection site person shall pour thirty (30) ml of urine from the specimen bottle into a second specimen bottle to be used as the primary specimen and retain the remainder, i.e., at least fifteen (15) ml, in the collection bottle to be used as the split specimen.

5. All specimens suspected of being adulterated shall be forwarded to the testing facility for testing.
6. Whenever there is a reason to believe that a particular individual did alter or substitute the specimen provided, a second specimen shall be obtained as soon as possible under the direct observation of a same gender collection site person.
5. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to its being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal over the bottle cap and down the sides of the bottle.
 8. The collection site person and the individual shall be present at the same time during procedures outlined in paragraphs (F) (19) - (F) (22) of this section.
 9. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen number, and any other identifying information provided or required by the drug testing program.
 10. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from the individual.
 11. The collection site person shall indicate on the chain of custody form all information identifying the specimen. The collection site person shall sign the chain of custody form next to the identifying information.
 12. The individual shall be asked to read and sign a statement certifying that the specimen identified as having been collected from the individual is in fact that specimen the individual provided.
 13. A higher level supervisor shall review and concur in advance with any decision by a collection site person to obtain a specimen under the direct supervision of a same gender collection site person based on a reason to believe that the individual did alter or substitute the specimen provided.
 14. The collection site person shall complete the chain of custody form.

G. Collection Control

To the maximum extent possible, collection site personnel shall keep the individual's specimen bottle within sight both before and after the individual has urinated. After the specimen is collected, it shall be properly sealed and labeled. An approved chain of custody form shall be used for maintaining control and

III. Both bottles shall be shipped in a single shipping container to the testing facility.

ii. Single Sample Collection Method

- I. The collection site person may choose to direct the donor to urinate either directly into a specimen bottle or into a separate collection container.
- II. If a separate collection container is used, the collection site person shall pour at least thirty (30) ml of the urine from the collection container into the specimen bottle in the presence of the donor.

In either collection methodology, upon receiving the specimen from the donor, the collection site person shall determine from the donor, the collection site person shall determine if it has at least thirty (30) ml of urine for the primary or single specimen bottle, and where the split specimen collection method is used, an additional fifteen (15) ml of urine for the split specimen bottle. If the individual is unable to provide such a quantity of urine, the collection site person shall instruct the individual to drink not more than twenty-four (24) ounces of fluids and, after a period of up to two (2) hours, again attempt to provide a complete sample using a fresh collection container. The original insufficient specimen shall be discarded. If the donor is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and an official of the drug testing program so notified.

1. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.
2. Immediately after the specimen is collected, the collection site person shall measure the temperature of the specimen. The temperature-measuring device used shall accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed four (4) minutes.
3. If the temperature of a specimen is outside the range of 32° - 37°C/90 - 100° F, that is a reason to believe that the individual did alter or substitute the specimen, and another specimen shall be collected under direct observation of a same gender collection site person and both specimens shall be forwarded to the testing facility for testing. An individual may volunteer to have a normal temperature taken to provide evidence to counter the reason to believe the individual did alter or substitute the specimen caused by the specimen's temperature falling outside the prescribed range.
4. Immediately after the specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants such as unusual odor or sudsing. Any unusual findings shall be noted on the chain of custody form.

accountability of each specimen from the point of collection to final disposition of the specimen. The date and purpose shall be documented on an approved chain of custody form each time a specimen is handled or transferred and every individual in the chain shall be identified. Every effort shall be made to minimize the number of persons handling specimens.

Section 11. Alcohol Testing

11.1 Qualifications of Alcohol Testing Facilities

Testing facilities conducting alcohol screening tests shall meet the requirements of this subchapter to be eligible for licensure as an alcohol testing facility.

Testing facilities conducting blood alcohol or urine alcohol confirmation testing shall be certified for forensic urine drug testing by the United States Department of Health and Human Services or accredited for forensic urine drug testing by the College of American Pathologists and meet the provisions of this subchapter to be eligible for licensure as an alcohol testing facility.

11.2 Notification Requirements

All alcohol testing facilities licensed by the State Department of Health based on certification by the United States Department of Health and Human Services or accreditation by the College of American Pathologists shall notify the Department in writing within ten (10) days of the loss of such certification or accreditation.

11.3 Testing Locations for Alcohol Screening Device and Evidential Breath Testing (EBT) Devices

- A. Each testing facility shall conduct alcohol testing in a location that affords visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. All necessary equipment, personnel, and materials for alcohol testing shall be provided at the location where testing is conducted.
- B. A testing facility may use a mobile collection facility, e.g., a van equipped for alcohol testing, that meets the requirements of OAC 310:638-7-3 (a).
- C. In unusual circumstances, e.g., when it is essential to conduct a test outdoors at the scene of an accident, a test may be conducted at a location that does not fully meet the requirements of OAC 310:638-7-3 (a). In such a case the testing facility or testing personnel shall provide visual and aural privacy to the employee to the greatest extent practicable.
- D. The testing personnel shall supervise alcohol device testing of only one (1) employee at a time. The testing personnel shall not leave the alcohol testing location while the testing procedure for a given employee is in progress.

11.4 Initial Alcohol Screening Tests

A. Cutoff Level for Initial Alcohol Screening Tests

An alcohol concentration of 0.04 or greater shall be considered a positive initial test for alcohol and shall be confirmed as required. A positive result obtained utilizing an alcohol screening device which meets the requirements of OAC 310:638-7-4 (b) shall be considered a positive initial test for alcohol and shall be confirmed as required.

B. Alcohol Screening Device and Initial Blood Tests

1. All alcohol screening devices with the exception of evidential breath testing devices (EBT) shall comply with the requirements specified in the National Highway Traffic Safety Administration's Model Specifications for Screening Devices to Measure Alcohol in Bodily Fluids. (59 FR 7372).
2. Evidential breath testing devices shall comply with the National Highway Traffic Safety Administration's Model Specifications for Evidential Breath Testing Devices (58 FR 48705) and be included on the Conforming Products List (59 FR 18839).
3. All alcohol screening devices and initial blood testing shall follow the manufacturer's instruction for test system operation and test performance.
4. Enzyme blood tests for alcohol initial testing shall be used only under limited circumstances when alcohol screening device, EBT, or appropriately trained breath alcohol technician (BAT) is not readily available to conduct alcohol testing by another method. Blood alcohol testing is not intended to be an equal alternative method to saliva or breath testing which an employer may choose as a matter of preference.

C. Procedures for Alcohol Screening Device Tests

1. When the employee enters the alcohol testing location, the testing personnel shall require the individual to provide positive identification, e.g., through use of a photo I.D. card of identification by an employer representative.
2. Alcohol testing facilities shall use internal chain of custody procedures to maintain control and accountability of specimens from receipt through completion of screening, reporting of results, during storage (if applicable), and continuing until final disposition of specimens. Each chain of custody/test report form shall include a unique sequential test identification number.
3. There shall be a log book that is used to identify every test conducted unless an EBT is used. The log book shall include the unique sequential test identification number and the date of the test. The log book or the chain of custody form shall include the test identification number, date and time of the test, name of the testing personnel, location of the test, and test result. If the test is

conducted using a disposable alcohol screening device, the log book or chain of custody form shall also contain the manufacturer's lot number and expiration date for each device used. Log books, chain of custody forms, and test results shall be maintained in a confidential manner secured from unauthorized review.

4. The testing personnel shall explain the testing procedure to the employee, and the test shall then be conducted according to the manufacture's instruction and the results recorded on the chain of custody/test report form.
5. The testing personnel and employee shall sign a statement certifying the performance and results of the alcohol screening test.
6. In any case in which the result of the screening test in an alcohol concentration of less than 0.04 no further testing is authorized. The testing personnel shall transmit the result of less than 0.04 to the employer in a confidential manner, and the employer shall receive and store the information so as to ensure that confidentiality is maintained.
7. If the result of the screening test is an alcohol concentration of 0.04 or greater, a confirmation test shall be performed as described at OAC 310:638-7-6 or OAC 310:638-7-7.

D. Procedures for Enzyme Initial Alcohol Blood Tests

1. Blood used for initial alcohol tests shall be collected as specified at OAC 310: 638 -7-7 (a), however, at least three (3), five (5) milliliter samples of blood shall be collected. One (1) sample shall be used for the test performance and two (2) samples shall remain unopened and securely stored under refrigeration at two (2) to eight (8) degrees centigrade for possible confirmation testing. Collection control and transportation of specimens to the testing facility shall comply with OAC 310: 638-7-7 (b) & (c).
2. The enzyme initial alcohol test shall be performed as specified by the test manufacturer's instructions and the results shall be recorded on the chain of custody/test report form. If the result of this analysis is an alcohol concentration of less than 0.04 the alcohol testing facility shall transmit the test result to the employer as a negative. If the alcohol concentration is 0.04 or greater, a blood alcohol confirmation test shall be performed as described at OAC 310:638-7-7.

E. Cutoff Level and Alcohol Confirmation Tests

All positive initial alcohol screening tests shall be confirmed using breath analyzed by an EBT or blood analyzed by gas chromatography (CG). A test performed on blood and analyzed by gas chromatography shall be considered a confirmed alcohol test. An alcohol concentration of 0.04 or greater shall be considered a positive confirmation test for alcohol.

11.5 Breath Alcohol confirmation Tests

A. The Breath Alcohol Technician

1. The Breath Alcohol Technician (BAT) shall be trained to proficiency in the operation of the EBT (s) the BAT is using and in the alcohol testing procedures of this chapter.
2. Proficiency shall be demonstrated by successful completion of a course of instruction which, at a minimum, provides the following:
 - A. Training in the principles of EBT methodology, operation and calibration checks;
 - B. Fundamentals of breath analysis for alcohol content; and
 - C. Procedures required in this chapter for obtaining a breath sample, and interpreting and recording EBT results.
3. Only courses of instruction for operation of EBTs that are equivalent to the United States Department of Transportation model course, as determined by the National Highway Traffic Safety Administration (NHTSA), shall be used to train BATs to proficiency.
4. The course of instruction shall provide documentation that the BAT has demonstrated competence in the operation of the specific EBT (s) the BAT shall use.
5. Any BAT who shall perform an external calibration check of an EBT shall be trained to proficiency in conducting the check on the particular model of EBT, to include practical experience and demonstrated competence in preparing the breath alcohol simulator or alcohol standard, and in maintenance and calibration of the EBT.
6. The BAT shall receive additional training, as needed, to ensure proficiency, concerning new or additional devices or changes in technology that the BAT will use.
7. The alcohol testing facility of its agent shall establish documentation of the training and proficiency test of each BAT is uses to test employees and maintain the documentation as required at OAC 310:638-7-11 (a) (3).
8. A BAT, who is a qualified supervisor of an employee, may conduct the alcohol confirmation test for that employee, only if another BAT is unavailable to perform the test in a timely manner.
9. Law enforcement officers who have been certified by the state or local governments to conduct breath alcohol testing are deemed to be qualified as BATs. The officer shall have been certified by a state or local government to use the EBT that is to be used for the test.

B. Devices for Breath Alcohol Confirmation Tests

For confirmation tests, alcohol testing facilities shall use EBTs that meet the following requirements:

1. EBTs shall have the capability of providing, independently or by direct link to a separate printer, a printed result of each breath test;
2. EBTs shall be capable of assigning a unique and sequential number to each completed test, with the number capable of being read by the BAT

and the employee before each test and being printed out along with the test result.

3. EBTs shall be capable of printing out the manufacture's name for the device, the device's serial number, and the time of the test.
4. EBTs shall be able to distinguish alcohol from acetone at the 0.04 alcohol concentration level.
5. EBTs shall be capable of testing an air blank prior to each collection of breath; and
6. EBTs shall be capable of performing an external calibration check.

C. Quality Assurance Plans for EBTs.

1. In order to be used in confirmation alcohol testing an EBT shall have a quality assurance plan (QAP) developed by the manufacturer.
2. The QAP shall designate the method or methods to be used to perform external calibration checks of the device, using only calibration devices on the HHTSA "Conforming Products List of Calibrating Units for Breath Alcohol Tests."
3. The QAP shall specify the minimum intervals for performing external calibration checks of the device. Intervals shall be specified for different frequencies of use, environmental conditions, e.g., temperature, altitude, humidity, and contexts of operation, e.g., stationary or mobile use.
4. The QAP shall specify the tolerances on an external calibration check within which EBT is regarded to be in proper calibration.
5. The QAP shall specify inspection, maintenance, and calibration requirements and intervals for the device.
6. The alcohol testing facility shall comply with the quality assurance plan for each EBT it uses for alcohol screening or confirmation testing.
7. The alcohol testing facility shall ensure that external calibration checks of each EBT are performed as provided in the QAP.
8. The alcohol testing facility shall take an EBT out of service if any external calibration check results in a reading outside the tolerances for the EBT specified in the QAP. The EBT shall not be used for alcohol testing until it has been serviced and had an external calibration check resulting in a reading within the tolerances for the EBT.
9. The alcohol testing facility shall ensure that inspection, maintenance, and calibration of each EBT are performed by the manufacturer or a manufacturer's representative as required. The alcohol testing facility shall also ensure that each BAT or other individual who performs an external calibration check of an EBT has demonstrated proficiency in conducting such a check of the model of EBT in question.
10. The alcohol testing facility shall maintain records of the external calibration checks of EBTs as required at OAC 310: 638 7-11 (C)
11. When the alcohol testing facility is not using the EBT at an alcohol testing site, the employer shall store the EBT in a secure place.

D. Chain of Custody

Alcohol testing facilities shall use internal chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage (if applicable), and continuing until final disposition of specimens. Each chain of custody/test report form shall include a unique test identification number.

E. Procedures for Confirmation Tests

1. If the BAT conducting the confirmation test is not the person who conducted the screening test, the BAT will follow the procedures at OAC 310:638-7-4 (c) (1).
2. The BAT shall instruct the employee not to eat, drink, put any object or substance in the mouth, and, to the extent possible, not belch during a waiting period before the confirmation tests. This time period begins with the completion of the screening test, and shall not be less than fifteen (15) minutes. The confirmation test shall be conducted within twenty (20) minutes of the completion of the screening test. The BAT shall explain to the employee the reason for this requirement, i.e., to prevent any accumulation of mouth alcohol leading to an artificially high reading and that it is for the employee's benefit. The BAT shall also explain that the test shall be conducted at the end of the waiting period, even if the employee has disregarded the instruction. If the BAT becomes aware that the employee has not complied with this instruction, the BAT shall so note in the "Remarks" section of the chain of custody/test report form.
3. Before the confirmation test is administered for each employee, the BAT shall ensure that the EBT registers 0.00 on an air blank. If the reading is greater than 0.00, the BAT shall conduct one more air blank. If the reading is greater than 0.00, testing shall not proceed using that instrument. However, testing may proceed on another instrument.
4. Before the confirmation test is administered for each employee, the BAT shall ensure that he or she and the employee read the sequential number displayed on the EBT and confirm that the number matches the number on the chain of custody/test report form.
5. Any EBT taken out of service because of failure to perform an air blank accurately shall not be used for testing until a check of external calibration is conducted and the EBT is found to be within tolerance limits.
6. An individually sealed mouthpiece shall be opened in view of the employee and BAT and attached to the EBT in accordance with the manufacturer's instructions.
7. The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
8. In the event that the screening and confirmation test results are not identical, the confirmation test result shall be deemed to be the final result.
9. If the EBT provides a printed result, but does not print the results directly onto the chain of custody/test report form, the BAT shall show the employee the result displayed on the EBT. The BAT shall then affix the

test result printout to the chain of custody/test report form, the BAT shall show the employee the result displayed in the EBT. The BAT shall then affix the test result printout to the chain of custody/test report form in the designated space, using a method that shall provide clear evidence of removal, e.g., tamper-evident tape. The printout shall include the test result and the sequential number.

10. If the EBT prints the test results directly on the chain of custody/test report form, the BAT shall show the employee the result displayed on the EBT. The printout shall include the test result displayed on the EBT. The print out shall include the test result and the sequential number.
11. The testing personnel and employee shall sign a statement included on the chain of custody/test report form certifying the performance and results of the alcohol confirmation test.
12. If a test result printed by the EBT does not match the displayed result, the BAT shall note the disparity in the "Remarks" section. Both the employee and the BAT shall initial or sign the notation. The test shall be invalid and the employer and employee shall be so advised.
13. The BAT shall transmit all results to the employer in a confidential manner.
14. An employer shall designate at least one (1) employer representative for the purpose of receiving and handling alcohol-testing results in a confidential manner. All communications by BATs to the employer concerning the alcohol testing results of employees shall be to a designated employer representative. The employer shall store the information so as to ensure confidentiality is maintained.
15. Such transmission shall be in writing, in person, or by electronic means, but the BAT shall ensure immediate transmission to the employer of results that require the employer to prevent the employee from performing a safety sensitive function.

A. Refusal to Test the Uncompleted Tests.

1. Refusal by an employee to sign the certification statement, to provide breath, to provide an adequate amount of breath, or otherwise not cooperate with the testing process in any way that prevents the completion of the test, shall be noted by the BAT in the "Remarks" section of the chain of custody/test report form. The testing process shall be terminated and the BAT shall immediately notify the employer.
2. If a confirmation test cannot be completed, or if an event occurs that invalidates the test, the BAT shall, if practicable, begin a new confirmation test, as applicable, using a new chain of custody/test report form with a new sequential test number.

B. Inability to Provide an Adequate Amount of Breath

1. The following procedures shall be completed in any case in which an employee is unable, or alleges an inability, to provide an amount of breath sufficient to permit a valid breath test because of a medical condition.
2. The BAT shall again instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses to make the attempt, the BAT shall immediately inform the employer.
3. If the employee attempts and fails to provide an adequate amount of breath, the employer shall proceed as follows:
 - A. The employer shall direct the employee to obtain, as soon as practical after the attempt provision of breath, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath.
 - B. If the physician determines that a medical condition has, or with a high degree of probability, could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath shall not be deemed a refusal to take a test. The physician shall provide to the employer a written statement of the basis for this conclusion.
 - C. If the physician is unable to make the determination set forth at OAC 310:638-7-6 (g) (I), the employee's failure to provide an adequate amount of breath shall be regarded as a refusal to take a test. The physician shall provide a written statement of the basis for this conclusion to the employer.

D. Invalid Tests

1. The next external calibration check of an EBT produces a result that differs by more than the tolerance stated in the QAP from the known value of the test standard. In this event, every test result of 0.02 or above obtained on the device since the last valid external calibration check shall be invalid;
2. The BAT does not observe the minimum fifteen (15) minute waiting period prior to the confirmation test, as provided at OAC 310:638-7-6 (e) (2);
3. The BAT does not perform an air blank of the EBT before a confirmation test, or an air blank does not result in a reading of 0.00 prior to or after the

- administration of the test, as provided at OAC 310:638-7-6 (e) (3);
4. The BAT does not sign the chain of custody/test report form as required;
 5. The BAT fails to note on the "Remarks" section of the chain of custody/test report form that the employee fails or refused to sign the form following the recording or printing on, or attachment to the form of the test result;
 6. An EBT fails to print a confirmation test result; or
 7. The sequential test number of alcohol concentration displayed on the EBT is not the same as the sequential test number of alcohol concentration on the printed result.

G. Blood Alcohol Confirmation Tests

A. Collection Procedures for Blood Alcohol Test.

Personnel who collect blood for alcohol test shall be license, certified, or otherwise authorized to withdraw blood in accordance with accepted medical practices using at least the following items:

1. Blood shall be withdrawn in accordance with accepted medical practices using at least the following items:
 - A. A suitable clean, sterile, dry tube with inert closure, containing the appropriate anticoagulant(s) and preservative(s) for alcohol analysis by gas chromatography;
 - B. A chain of custody form;
 - C. A label for the tube;
 - D. A sterile, non-alcoholic swab; and
 - E. An appropriate, disposable blood extraction device.
2. Blood shall be withdrawn by vein puncture, after appropriate preparation of the puncture site, and with necessary precautions to maintain asepsis and avoid contamination of specimens. Puncture site preparation and skin cleansing shall be performed without the use of alcohol or other volatile organic disinfectants.
3. At least two (2), five (5) milliliter samples of blood shall be collected directly in or immediately deposited into suitable tubes as described at OAC 310:638-7-7(a). The collection personnel shall immediately label the tube as required by chain of custody procedures and transport to the testing facility as specified at OAC 310:638-7-7 (c).
4. Collection personnel shall use blood alcohol collection materials in accordance with the supplier's instructions, and as required to meet the specimen requirements of the testing facility. Collection personnel shall not use collection material after their expiration date. Collection personnel shall not re-use a blood extraction device.

B. Collection Control

Chain of custody standardized forms shall be properly executed by authorized collection site personnel upon collection of specimens. Handling and transportation of blood specimens from one (1) authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of person handling specimens.

C. Transportation to the Testing Facility

Collection site personnel shall arrange to transport the collected specimens to the alcohol testing facility. The specimens shall be placed in containers designed to minimize the possibility of damage during transport, e.g., specimen boxes or padded mailers; and those containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing tube, the collection site supervisor shall sign and enter the date specimens were sealed in the container for transfer. The collection site personnel shall ensure that the chain of custody documentation is placed in each container sealed for transfer to the alcohol testing facility.

D. Methods of Analysis and Result Reporting

The alcohol testing facility shall analyze an unopened sample for its alcohol concentration using gas chromatography. If the result of this analysis is an alcohol concentration of less than 0.04, the alcohol testing facility shall transmit the quantitative result to the employer. One (1) sample shall remain unopened and refrigerated at two (2) to eight (8) degrees centigrade for at least one (1) year for further confirmation or the challenge of results by the employee. The alcohol testing facility shall transmit the results of alcohol confirmation tests to the employer in a confidential manner, and the employer shall receive and store the information so as to ensure that confidentiality is maintained.

Section 12: Medical Review Officer:

The City shall employ and/or contract a Medical Review Officer qualified by the Oklahoma State Board of Health. The Medical Review Officer shall receive test results from the testing facility and evaluate said results in conjunction with the subject employee and/or applicant. Upon receiving a confirmed positive result the Medical Review Officer shall contact the employee or applicant prior to notification of City Officials. The employee or applicant shall be given the opportunity to explain the confirmed positive results. The Medical Review Officer will examine alternate medical explanations for any positive results. This review may include all or any of the following: a) A medical interview with the affected employee, b) Review of the employee's medical history and, c) Review of any other relevant biomedical factors. The Medical Review Officer will review all medical records made available by the subject employee.

Section 13. Confidentiality

The City shall comply with all provisions of the Workplace Drug Testing Act including confidentiality and shall treat all test information related to such test, including interviews, memoranda, reports and statements as confidential. All records relating to testing shall be kept separate and apart from personnel records. Such records may not be used in any criminal proceeding, civil or administrative action except in actions taken by the City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records. Records shall be the property of the City and will be made available to the affected applicant or employee for inspection and copying upon request. Records may not be released to any person other than the applicant or employee without the applicant's or employee's express written permission, or if otherwise required by law. Employees within supervisory or management positions shall be responsible for compliance with this policy. They shall also ensure that employees seeking treatment or within rehabilitation processes are treated fairly and appropriately as it concerns their job rights and job security. Additionally, supervisors and managers shall ensure that all reasonable efforts are made to allow for confidential handling of diagnosis and treatment of employees with substance abuse problems. Results shall be kept confidential from the general public.

Section 14. Costs

The City is responsible for all costs associated with controlled substance and/or alcohol testing. If an employee requests a re-test to challenge the findings of a confirmed positive test, the employee is responsible for the cost of the test unless the test reverses the findings of the previous test, in which case the City is responsible for the cost of re-test. Any test of an employee must be performed during or immediately after the employee's scheduled work period and is deemed as compensable hours of work as applicable under the Fair Labor Standards Act.

Section 15. Refusal to Undergo Testing: Tampering with Samples

Employees refusing to undergo testing according to the terms of this policy shall be subject to disciplinary action up to and including termination. Employees found supplying or attempting to supply an altered sample or a substitute sample, not their own, by whatever means shall be subject to disciplinary action up to and including termination.

Section 16. Challenging Test Results

Employees wishing to receive test results which could be used to challenge the results of the City's test must:

- 16.1 Do so at their own expense
- 16.2 Do so in accordance with the Oklahoma Standards for Workplace Drug and

Alcohol Act

- 16.3 Have the sample collected within one (1) hour of the City's sample collection and said sample collection shall comply with standards established in accordance with federal and state guidelines.

Section 17. Employee Assistance Program

The City shall maintain either an in-house or contractual Employee Assistance Program (E.A.P.). The E.A.P. provided by the City shall at a minimum provide substance dependency evaluation and referral services for substance abuse counseling, treatment and/or rehabilitation.

Any member of the bargaining unit who tests positive for drugs or alcohol at designated levels shall be medically evaluated, counseled and treated for rehabilitation as recommended by E.A.P. counselor.

Members of the bargaining unit who complete a rehabilitation program may be re-tested randomly for the following twenty-four (24) months. An employee may voluntarily enter rehabilitation without a requirement or prior testing. The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the employer for initial treatment and rehabilitation. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program. If an employee test positive during the twenty-four (24) month period following the initial rehabilitation, they shall be subject to disciplinary suspension of up to ten (10) shifts without pay, the employee will be re-evaluated by an E.A.P. counselor to determine if the employee requires additional counseling and/or treatment. The employee will be solely responsible for any costs not covered by insurance, which arise from this additional counseling or treatment. If an employee again tests positive during this twenty-four (24) month period which in effect will be the employee's third chance for rehabilitation or the employee refuses to take a drug or alcohol test (at any time), the employee will be subject to disciplinary suspension of not less than twenty (20) shifts off without pay, up to and including dismissal.

Section 18. Duty Assignment after Treatment

Once an employee successfully completed rehabilitation they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and three (3) years have passed since the employee entered the program, the employee's personnel file shall be purged if any reference to his/her drug or alcohol problem.

Section 19. Right of Appeal

The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other employee under the terms of this agreement is grievable.

Section 20. Union Held Harmless

This drug and alcohol-testing program was initiated at the request of the employer. The Police Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.

Section 21. Changes in Testing Procedure

The parties recognize that during the life of this policy there may be improvements in technology of testing procedure, which could provide more accurate testing. Any new testing procedure or method added by the Standards for Workplace Drug and Alcohol Testing Act or amendments to the Drug and Alcohol Testing Rules of the Oklahoma State Department of Health Chapter 638 shall become a part of this policy.

ARTICLE 32

TAKE HOME VEHICLE PROGRAM

1. Members selected for the vehicle take-home program will be assigned a Police Department vehicle for both on-duty and off-duty use. As the sole operator of this vehicle, the assigned member will be responsible for its care and use in accordance with this article and any Moore Police Department Rules, Regulations, Guidelines and/or Policies not covered by this article.
2. Eligibility for the Program: Those members assigned to the Patrol Division who have satisfactorily completed the required Field Training Officer Program and who reside within the City limits of the City of Moore, will be eligible for this program. Members assigned to the operations division are also eligible for this program, but due to the fact that vehicles assigned to this division are not normally marked with police identification, the off-duty use procedures and residency requirements for assignment will be entirely at the discretion of the Chief of Police. Members who have completed the FTO Program, but who are still on recruit probation will not be eligible for this program.
3. Revocation from Program: A member's participation in the program may be revoked by the Chief of Police only after it has been determined that said member has violated one or more requirements of this article or any applicable Moore Police Department Rules, Regulations, Guidelines and/or Policies. Article 7, Citizen's Complaints and Officer's Rights and Article 9, Grievance Procedure shall apply.
4. Assignment of Vehicles: As they become available, vehicles will be assigned to eligible members based on seniority. If two eligible members reside at the same address, the member with more seniority shall be assigned a vehicle unless an exception is made by mutual agreement of the affected members. At no time will more than one marked police vehicle be assigned to the same address, and the Chief of Police shall have discretion over assignment of more than one vehicle to the same immediate area (e.g. next-door neighbors). If possible, new vehicles will be assigned to replace vehicles removed from service on a one-for-one basis. In the event older vehicles (line cars or a vehicle that had been assigned to another member) are assigned, all damages (i.e.; paint, body, interior, and mechanical) will be repaired prior to the vehicle being issued.
5. Agreement Form: As a vehicle is assigned to a member, an agreement form will be signed and dated by the participating member and a supervisor. The Agreement form will contain at least the following information:
 - 5.1 Date of Issue;
 - 5.2 Vehicle Equipment Number;
 - 5.3 Vehicle Identification Number;
 - 5.4 Vehicle License Plate Number;

- 5.5 Mileage, at time of issue;
 - 5.6 Any and all current damage to the interior and exterior of the vehicle;
 - 5.7 Any and all equipment included with the vehicle and serial numbers if applicable.
6. Off-Duty Parking: The vehicles will be principally parked at the primary residence of the member during off-duty hours. Off-street parking is preferred. The vehicle will be returned and stored at the Moore Police Department under any of the following conditions.
- 6.1 Vacation or days off when a member's residence will be vacant for more than seventy-two (72) hours and the vehicle cannot be garaged or place out of public view.
 - 6.2 Suspension from duty that exceeds five (5) calendar days.
7. Off-Duty Activity Records: The member will notify dispatch if he/she is responding to any police call or when conducting any business that is police/public related. Official Police activity will be recorded in the CAD system to provide appropriate statistical documentation. The member will notify dispatch of any official action taken while off-duty, regardless of its nature. If a report is taken or a citation is issued during normal working hours of the Moore City Hall, they will be turned in as soon as possible. If a report is taken or a citation is issued after normal working hours it will be turned in on the next official working day of the Moore City Hall.
8. Overtime/Compensation Time: Members responding to calls during off-duty hours will not normally be required to remain on the call as the primary unit. However, should the member's presence be required, any compensation provided will be provided in accordance with Article 13, Compensatory Time and Overtime, of this contract. An on-duty supervisor must approve any overtime compensation at the time of its occurrence.
9. Unit Numbers for Off-Duty Members: In the case of Patrol Officers and Master Police Officers, the members commission number will be used for his/her radio call sign. In the case of Supervisors, the member's normal assigned number will be used.
10. Personnel Transfers: When a member participating in the program is transferred to another shift or division, his/her status within the program will be handled as follows:
- 10.1 His/her assigned vehicle will accompany the member when transferring from one shift to another;
 - 10.2 Members transferring to a division that is not on the take-home program will relinquish their assigned vehicle;
 - 10.3 Members transferring to a division that is on the take-home program will be assigned a vehicle as soon as one becomes available.

11. Off-Duty Dress Requirements: Off-duty dress will be appropriate to effectively perform a police function, while at the same time presenting a favorable image to the public. Sleeveless T-shirts and short/cut-offs of any type will not be permitted. Discretion will be used when wearing any stenciled-type shirt or sweatshirt. Uniforms, when worn, will be in accordance with current department guidelines. When a member exits the vehicle to conduct any official police function, they will display their police badge to the person(s) involved and will identify themselves as a member of the Moore Police Department.
12. Transporting Passengers While Off-Duty: Passengers are permitted in the vehicle during off-duty operations, however, the member is expected to use discretion regarding allowing passengers to accompany them on calls. Passenger safety will be given first priority in both vehicle operation and response to police calls. Passenger appearance and conduct is the responsibility of the member. Front seat passengers must wear seat belts.
13. Required Equipment: The following equipment must be carried within the vehicle at all times when the vehicle is in operation:
 - 13.1 Department approved handgun
 - 13.2 Proper Police identification
 - 13.3 Handcuffs
 - 13.4 Flashlight
 - 13.5 Ticket book and report forms
14. Vehicle and Equipment Security: The vehicle will be locked at all times when not in use. All weapons and portable radios must be removed from the passenger area of the vehicle when parked out of service. In the event of theft, member(s) found to be negligent shall be required to reimburse the City of Moore for the cost of the stolen item(s).
15. Vehicle Maintenance: In order to insure on-duty availability to take-home vehicles, the required maintenance will be scheduled during the member's off-duty hours whenever possible.
16. Damage to Vehicle and/or Equipment: Damage incurred off-duty will be reported in accordance with current department policy for on-duty reporting. Damage caused by negligence or abuse will be cause for disciplinary action, which may include forfeiture of the vehicle and/or restrictions.
17. Vehicle Inspections: Vehicle inspections will be conducted by the member's supervisor not less than twice each month. Members are expected to maintain vehicle appearance standards which are deemed appropriate to weather conditions and public contact. Failure to provide care and maintenance of the vehicle may result in revocation.

18. Equipment Additions/Alterations: All additions and/or alterations of internal and external equipment must be first approved by the Patrol Division Commander. This requirement is to insure proper installation, minimum defacing, and the prevention of electrical malfunctions.
19. Restrictions on Use of Vehicle While Off-Duty:
 - 19.1 Area of Use Limited: Travel outside the designated area is restricted to official police business (equipment repair, maintenance or replacement). If the vehicle is to be taken out of the City, the member shall notify dispatch, by radio, and he/she is leaving the City and the reason for leaving.
 - 19.2 Use during Off-Duty Employment: The use of a vehicle for off-duty employment must be first approved by the Chief of Police or designee. The vehicle may be used by members for travel to and from off-duty employment, and may be used during that employment only in a fixed post capacity. The use of the vehicle in patrolling or moving capacity is prohibited, unless prior authorization is received by the Patrol Division Commander.
 - 19.3 Transporting Excessive Loads and Towing: Vehicles will not be used for carrying heavy or excessive loads or for household moving. No object will be protruding from trunks or windows. Vehicles will not be used for towing of other vehicles or trailers. Only vehicles equipped with push-bars will be used for pushing other vehicles unless in emergency situations.
 - 19.4 Use and Transportation of Alcohol in Vehicles: As pertains to the use and/or transportation of alcoholic beverages, off-duty members in take-home vehicles will adhere to the following restrictions:
 - 19.4a Vehicles will not be utilized by members or passengers under the influence of alcohol or drugs, or who have consumed any alcohol during the previous six (6) hours, or who would have taken prescription drugs that would impair the ability of the driver to operate the police vehicle.
 - 19.4b Vehicles will not be parked directly in front of liquor stores, bars or locations where alcoholic beverages are primarily consumed or sold unless on an official police call.
 - 19.4c No alcoholic beverages will be transported in a police vehicle unless it is in conjunction with official police business.
 - 19.5 Additional Restrictions: In addition to the previously mentioned restrictions on the use of the take-home vehicle the following restrictions also apply:

- 19.5a. No member of the member's family or any other civilian personnel will operate the police vehicle unless under an extreme emergency.
 - 19.5b. Vehicles will be legally parked at all times and the operator will obey all traffic and parking ordinances, unless on an official call.
 - 19.5c In addition to the rules and regulations contained herein, all members will strictly adhere to the rules, regulations, policies and procedures as set forth in the Moore Police Department Operations Manual.
 - 19.5d The Chief of Police at his/her discretion may suspend all off-duty use of take-home vehicles should the cost of regular unleaded gasoline reach \$3.50 per gallon or higher as determined by the pump price at the following locations: South 12th street and Eastern Avenue or SW 19th street and Broadway. The Chief of Police shall notify the affected officers via e-mail. The program shall be reinstated when the price of gasoline falls below the designated price at the designated locations.
- 20. Key Control: In keeping with the assigned member's responsibility for the sole care and maintenance of his/her vehicle, Equipment Services will maintain master keys with tags bearing the assigned member's name. No duplicate keys will be provided. No locks will be changed unless authorized, in writing, by the Patrol Division Commander.
 - 21. Answering Calls while Off-Duty: Whether assigned or self-initiated, members are expected to provide assistance to any and all persons in need, including motorists. Vehicle police radios will be turned on at all times when the vehicle is in operations. Members will monitor the appropriate radio channel and will adhere to the following rules regarding dispatched calls:
 - 21.1 Priority Calls Members are required to respond to any life threatening police call in their immediate vicinity while operating the police vehicle in an off-duty capacity, keeping in mind the safety of any passengers in the vehicle.
 - 21.2 Routine Calls: Members may voluntarily respond to routine calls while operating the vehicle in an off-duty capacity.
 - 21.3 Traffic Violations: Members may stop and cite motorists for traffic violations. Members should keep in mind that the general public expects a member in a marked police vehicle to take enforcement action when a flagrant violation is committed in the member's presence.

Emergency Response Team

1. Members of the Emergency Response Team living no more than twenty-two (22) miles outside Moore City limits may take an assigned vehicle home for use in driving to and from work only.
2. Officers living outside the City of Moore as of July 1, 2012 are grandfathered in. Officers moving outside the City of Moore after July 1, 2012 will not be assigned a take home vehicle.
3. Officers must be mindful they have no Police Powers outside the City of Moore and shall observe all State and Local traffic laws when responding to an emergency.

ARTICLE 33

EDUCATIONAL/ TRAINING INCENTIVES

The City and the Union recognize the need for an educated and highly trained Police force. Therefore, the following incentives are offered. To be eligible, any degrees attained must be law enforcement related or any degree accredited by the North Central Association of Schools and Colleges and/or the South Central Association of Schools and Colleges.

EDUCATION	INCENTIVE
With satisfactory completion of an Associate's degree.	\$ 110.00 per month
With satisfactory completion of a Bachelors degree.	135.00 per month
With satisfactory completion of a Masters degree.	160.00 per month

TRAINING	INCENTIVE
With satisfactory completion of Intermediate CLEET.	60.00 per month
With satisfactory completion of Advanced CLEET.	85.00 per month

The City will offer pay incentives for degrees from accredited universities recognized by the North Central Association of Schools and Colleges and the South Central Association of Schools and Colleges.

1. Education Assistance.

- a. General: The purpose of Educational Assistance is to aid full-time and part-time employees, who are regularly scheduled to work at least thirty-two (32) hours per week and who have completed their original probation period, through tuition reimbursement for outside training at colleges, universities, vocational schools, correspondence schools, or other approved institutions by preparing them for future assignments with the City. However, participation in the program does not guarantee job progression within the City of Moore.
- b. Administration: The Educational Assistance Committee shall consist of the Personnel Division or designee, the applicant's department head, and a department head appointment by the City Manager. The committee shall make recommendations for approval or denial of the course work to the City Manager, in keeping with the following guidelines:
 - i. Improve skills or knowledge required in the employee's present position.
 - ii. Prepare the employee for significant technological changes occurring in his or her career field.

- iii. Prepare the employee for assumption of new and different duties; and or
 - iv. Be part of a degree plan, which has been approved by the Committee.
2. The applicant must have maintained a grade of "C" or better in any previous course work taken through the Educational Assistance Program. A below "C" grade average disqualifies an employee from further educational assistance until the employee has retaken and completed the same course (s) with a grade of "C" or better at his or her own expense.
- a. At least 30 hours of required courses under a degree plan must be taken prior to approval of any elective courses.
 - b. Taking the course (s) must not interfere with the employee's work assignments.
3. Application Process: Employees must make application to the Committee through their department head. "Application" and "Degree Plan" forms may be obtained from the Personnel Office. Applications must be submitted prior to the beginning of any school term or plan, which is signed by an authorized representative of the school. This degree plan must be obtained by the employee and submitted with the application. Final approval or denial will be given by the City Manager. A copy of the finalized application will be given to the applicant.

Reimbursement: Upon completion of the course, with a grade of "A", the employee is eligible for reimbursement of 75% of the cost of tuition and books. Upon completion of the course, with a grade of "C" or better, the employee is eligible for reimbursement of 50% of the cost of tuition and books. Employees who have terminated employment with or been dismissed from the city before completion of the course will not be eligible for reimbursement. The employee may request reimbursement by submitting the official final grade, the billing statement or receipt for tuition, and a copy of the finalized application to the Personnel Division.

ARTICLE 34

DISCIPLINARY MATRIX

MOORE POLICE DEPARTMENT

Policy Title Discipline	Policy Number 302	Effective Date 10/01/1999
Topics Procedures, Notices, Matrix, Actions	Standard Reference PER.04.02-05	Number of Pages 15
Issued By Chief Ted D. Williams	Special Instructions May deviate for non-commissioned personnel	Revision Dates 04/06

I. PURPOSE

The purpose of this policy is to establish the department's disciplinary process and to provide supervisors with a structured decision-making model for determining appropriate discipline. The discipline matrix represents the Department's effort to standardize disciplinary recommendations. By adopting a prompt, consistent and fundamentally fair process, the department maintains a high level of Integrity, fairness and service to the citizens of the City of Moore and members of the department. The disciplinary matrix is not intended to be the sole consideration for recommending action for any given violation. Regardless of the recommendations of supervisors, The Chief of Police is the final authority to approve and recommend all discipline in the Moore Police Department.

II. POLICY

Discipline is a process of imposing formal sanctions, which will help train or develop an employee, preferably through positive and constructive methods, rather than punitive measures. Discipline in the Moore Police Department involves positive corrective measures (e.g. training and /or counseling) and as a last resort punitive action.

III. OBJECTIVES

This process shall address the following objectives:

1. This disciplinary process has many objectives and is designed to assure a strict standard for all department personnel, and to hold officers and supervisors to a high level of accountability. The disciplinary process accomplishes its objectives by:

A. Meeting the Needs and improving the Confidence of the Community By:

1. Establishing disciplinary procedures in writing.
2. Establishing consistent levels of discipline throughout the department.
3. Requiring documentation of employee performance to provide better historical data, enabling fairness in relation to the disciplinary decision-making process.
4. Expediting the internal affairs process.

B. Meeting the Needs and Improving the Confidence of the Employee By:

1. Ensuring discipline is administered at a level appropriate to correct specific misconduct/behavior.
2. Having a disciplinary process that seeks to encourage and reinforce positive behavior through counseling (advice), education (enhancement of skills or knowledge) and training (learning).
3. Making the employee aware of the departmental procedures and levels of discipline. Ensuring the employee's rights are not disregarded and the appeals process remains in place.
4. Increasing the involvement of the supervisors in the discipline process and ensuring the employee's work history is available for consideration during the decision making process.
5. Establishing a reckoning period, this makes it possible for an employee to improve his or her employment record.
6. Establishing Category "A" offences, which are considered as minor in nature and ensuring they are treated as non-disciplinary performance actions.

C. Efficient Management of the Department

1. When non-disciplinary approaches are inappropriate, imposition of discipline shall be consistent, fair and timely.
 - a. Fairness is ensured by the use of a Disciplinary Matrix. Most offenses are ranked within a certain category and may only be increased or decreased by mitigating or aggravated circumstances.
 - b. Timeliness is achieved through procedures that allow for expeditious responses and dispositions.

2. The lines of authority and responsibility are clear for the concerned individual.
3. The penalties and repercussions for misconduct are clearly delineated; this alone should influence actions and lessen the number of complaints. The result will be a more confident and enlightened employee.

IV. DESCRIPTIONS AND DEFINITIONS OF CATEGORIES

- a. Counseling - A meeting between the supervisor and employee to address an employee's performance that can range from incidents of observed or reported exceptional police performance, to incidents in which an employee violates department policy, rules and or orders. This meeting is meant to acknowledge exceptional performance by the employee, or correct violations of the policy, rules or orders through the guidance of the supervisor. The counseling supervisor should, informally document this meeting.
- b. Minor Infractions - Many infractions by an employee will fall within category "A". Most minor infractions will be handled at the shift level. Shift Lieutenants and Captains will have wide latitude and discretion in the use of counseling, education and training to deal with minor problems. No matter what action is taken, it must be documented. "Documentation" does not necessarily mean formal correspondence; however, any writing containing negative connotations must be discussed with the affected employee.
- c. Reckoning Period - Each penalty range contains a "reckoning period" which is defined as a period of time in which a previous infraction may be considered in determining a case category. The computation of the reckoning period shall begin with the date of the occurrence of the incident.
- d. Letter of Reprimand - A letter to the affected officer on department letterhead describing the serious nature of the offense and a firm warning of any repeated violation of the same or similar offense will result in a higher level of discipline.
- e. Involuntary Restitution - A corrective action that may be ordered in conjunction with disciplinary action in cases involving equipment that is lost or damaged as the result of an intentional and/or negligent act committed by the employee.
- f. Multiple Infractions-Single Incident - The disciplinary process includes consideration of past incidents within the reckoning period. Also, occasionally there are single incidents that result in several incidents being sustained. Multiple infractions during a single incident will be address during the disciplinary process.

g. Mitigating/Aggravating Circumstances - A supervisor must consider mitigating or aggravating circumstances that may relate to individual, multiple or all incidents listed in the Disciplinary Matrix. Generally speaking, mitigating and aggravating circumstances serve to justify making a discipline recommendation within the parameters established by the Matrix; however, there may be isolated cases where the mitigating and aggravating circumstances are of such a magnitude that the supervisor feels compelled to support a recommendation to the Chief of Police, for a higher or lower category than the behavior itself would warrant.

h. Movement to Higher or Lower Categories - If either aggravating and or mitigation circumstances are present or such circumstances warrant a recommendation other than that listed in the Matrix, a supervisor's recommendation may be no more than one category higher or lower.

If either aggravating or mitigating circumstances are present and such circumstances warrant a recommendation other than that listed in the Matrix, the Division Commander may recommend to the Chief of Police, a punishment from any of the six (6) categories (A through F). After a review of the recommendations from the supervisor and the Division commander, the Chief of Police may then select a punishment from any of the six (6) categories (A through F).

Internal review boards may aggravate or mitigate one category from the originally approved Police Chief's recommendation for punishment in Categories A through D. Category E and F violations are considered extremely serious breaches of Department standards and it is expected that sustained findings would warrant the punishment originally approved by the Chief of Police.

It should be clear to the reader that ordinary or routine mitigating and/or aggravating circumstances, factually identifiable, not general, serve only to move the discipline recommendation within established parameters of the Matrix.

Movement across categories, either up or down are to be exceptional rather than the rule. Strong and specific justification is required to support a recommendation outside the prescribed disciplinary range.

V. PROCEDURES

A. The purpose of discipline is to correct inappropriate behavior. Supervisors should not take any single fact out of context, but should consider all of the facts prior to assessing discipline.

1. The primary purpose of discipline is to correct, not punish. Therefore, the least intrusive measure that serves to correct the inappropriate behavior should be used whenever possible.
2. The department must strive for consistency in its application of discipline.
3. Decisions on minor policy infractions should be handled with counseling

and should be informally documented by the supervisor performing the counseling.

4. Recommendations for disciplinary actions on repeat or more serious infractions will be made in accordance with the philosophy of progressive discipline.

5. Escalating factors may raise the original category to any level deemed necessary.

These factors include:

- a. Type and extent of injury, if any;
- b. Amount of damage, if any;
- c. Intent
- d. Seriousness of infraction; and
- e. Past employee record

B. Recommendations for disciplinary action may include consideration of mitigating and/or aggravating factors to include but not limited to:

- a. Employee motive
- b. Degree of culpability
- c. Truthfulness
- d. Disciplinary history
- e. Severity of infraction
- f. Acknowledgement of error or mistake by employee
- g. Other pertinent factors

C. Disciplinary measures shall include:

- a. Written reprimand
- b. Probation (not to exceed one (1) year)
- c. Loss of Leave
- d. Suspension without pay
- e. Demotion to a lower Rank or Pay Grade
- f. Termination

D. Supervisory Roles and Responsibilities:

The role of the supervisor is critical in the disciplinary process. Supervisors have the best opportunity to observe conduct, behavior and detect incidents where disciplinary actions are appropriate.

1. The primary responsibility for maintaining and reinforcing member conformance with the standards of conduct, of this department, shall be with the first and second line supervisors.
2. Supervisors shall familiarize themselves with the officers under their command, and closely observe their general conduct and appearance on a daily basis.
3. Supervisors should remain alert for indications of behavioral problems or changes that may affect a member's normal job performance. The supervisor should document such information.
4. When a supervisor perceives that a member may be having or causing a problem, the supervisor should assess the situation, and determine the most appropriate action.
 - a. Supervisors may handle minor infractions without formal charges, prepare specifications and charges to support formal charges and recommend to a superior officer that an employee be relieved of duty.
 - b. A second line supervisor, first line supervisor or a subordinate officer, working in the position of the first line supervisor, when the situation warrants, may relieve an employee from duty with pay. When a supervisor relieves an employee from duty with pay, he or she shall notify the Chief of Police through the appropriate division commander. Written documentation on the disciplinary incident shall be forwarded to the Chief of Police through the appropriate division commander, by 1700 hours the next business day.
 - c. A division commander is authorized to review specifications and charges that have been made against their subordinate officers and forward them with comments attached, to the Chief of Police. Further a division commander may suspend an employee from duty with pay, pending a hearing by the Chief of Police.
 - d. Final department disciplinary authority and responsibility rests with the Chief of Police.
5. Any member of the department who has been relieved from duty for disciplinary purposes shall report to the Office of the Chief of Police as directed.

E. Degree of Violations and Disciplinary Options - Violations are classified into broad categories of infractions based on progressive degrees of severity. Category "A" articulates the lowest level of violation. Repetition of similar violations or first offenses of more serious violations will lead to progressively higher penalty ranges of B, C, D, E, or F.

F. Dismissal or Termination from the Department - Upon the decision to dismiss or terminate an employee, the Chief of Police shall send the dismissed or terminated employee a letter by certified mail, with "receipt requested" attached. The letter will state the grounds for dismissal or termination

and will list the employee's rights. The letter will proceed, by at least ten (10) calendar days, the effective date of dismissal or termination.

Categories of Violations

1. Category A Violations:

Description:

1. Minor rules violation
2. First (1st) and second (2nd) occurrences is not treated as a disciplinary action.
3. Same or similar violations within twelve (12) consecutive months enhance the third (3rd) violation to Category B.
4. A combination of any three (3) sustained Category A violations within twelve (12) consecutive months enhance the third (3rd) violation to Category B.

Proactive Corrective Action:

1. Training and Education
2. Verbal counseling which is conducted and documented by the counseling supervisor.
3. Mediation.
4. Psychological Services.
5. Other Non-disciplinary action.
6. Involuntary Restitution.

2. Category B Violations:

Description:

1. First occurrence of a category B violation
2. Enhanced violation from a Category A violation
3. Repeat same or similar sustained violations from Category A.
4. Same or similar sustained violations within twenty-four (24) consecutive months enhance the next violation to Category C.
5. Combination of any three (3) sustained Category B violations within twenty-four (24) consecutive months enhances the third (3rd) violation to Category C.

Discipline Options:

1. Letter of Reprimand.
2. One day loss of leave.
3. One day suspension without pay.

Corrective Action:

1. Involuntary Restitution.

3. Category C Violations:

Description;

1. First occurrence Category C violation.
2. Enhanced violation from Category B.
3. Repeated violation from Category B.
4. Same or similar sustained violations within thirty-six (36) consecutive months enhances the next violation to Category D.
5. Combination of any three (3) sustained Category C violations within thirty-six (36) consecutive months enhances the third (3rd) violation to Category D.

Discipline Options:

1. Letter of Reprimand.
2. Two (2) to Four (4) days loss of leave.
3. Two (2) to Four (4) day suspension without pay.

Corrective Action:

1. Involuntary Restitution.

4. Category D Violations:

Description;

1. First occurrence of Category D violations.
2. Enhanced violation from Category C.
3. Repeated same or similar sustained violations from Category C.
4. Same or similar sustained violations within forty-eight (48) consecutive months enhances next violation to Category E.

5. Combination of any two (2) sustained Category D violations within thirty-six (36) months enhances the second (2nd) violation to Category E.

Discipline Options:

1. Letter of Reprimand.
2. Five (5) to Fifteen (15) days loss of leave.
3. Five (5) to Fifteen (15) days suspension without pay.

Corrective Action:

1. Involuntary Restitution.

5. Category E Violation:

Description:

1. First occurrence of a Category E violation.
2. Enhanced violation from Category D.
3. Repeated same or similar sustained violations from Category D.

Discipline Options:

1. Letter of Reprimand.
- 2.
2. Over fifteen (15) days loss of leave.
3. Over fifteen (15) days suspension without pay.
4. Demotion.
5. Dismissal.

6. Category F Violations:

Description:

1. First offense of a Category F violation.

Discipline Option:

1. Dismissal.

H. **Retention and Maintenance of Records:**

1. Non-Disciplinary/Disciplinary:

Category "A" (non-disciplinary) infractions shall be maintained in the employee's department personnel jacket and destroyed after one (1) year of the date of the infraction.

2. Disciplinary Action:

All disciplinary record will be maintained in accordance with the current collective bargaining agreement.

Disciplinary Matrix

CONDUCT-GENERAL (1-0)						
	CATEGORY					
	A	B	C	D	E	F
(1-1) Violations concerning general misconduct	X	X	X	X		
(1-2) Violations relating to inappropriate comments and gestures	X					
(1-3) Violations relating to rude or discourteous conduct, course, profane or insolent language. (Direct words towards persons)		X				
(1-4) Violations relating to rude or discourteous conduct, course, profane or insolent language (Not directed towards any person)	X					
(1-5) Violations relating to rude or inappropriate comments, gestures, discourtesies or conduct relating to a person's race, religion, ethnicity, national origin, disability, or gender				X	X	X
(1-6) Violations relating to harassment of non-department member citizen		X				
(1-7) Violations relating to conduct of a sexual nature while on duty					X	X
MISREPRESENTING FACTS (2-0)						
(2-1) All intentional misrepresentation of facts and any manner of false reports or statements						X
DOMESTIC VIOLENCE (3-0)						
(3-1) Violations concerning domestic related misconduct (Not assault related)	X	X	X			
(3-2) Violations concerning domestic violence / assault (Category "F" is the preferred option, Category "E" may be used if there is a substantial mitigating circumstance.)					X	X
(3-3) Violations concerning domestic violence / battery and other violations (commission of an assault) - (Domestic Violence is a crime and employees are subject to charges when violating criminal statutes)					X	X

(4-1) Violations concerning illegal drug use						X
(4-2) Violations concerning non-illegal drug abuse					X	X
(4-3) Violations relating to intoxication on duty					X	
(4-4) Violations relating to drinking on duty			X	X		
(4-5) Violations relating to reporting to work impaired		X				
(4-6) Violations relating to Departmental tobacco use policy	X	X				
(4-7) Violation of Oklahoma State Smoke-Free Law			X			
(4-8) Violations relating to failure to report for urinalysis						X
CRIMINAL CONDUCT (5-0)						
(5-1) Violations relating to criminal conduct			X	X	X	X
HARASSMENT AND DISCRIMINATION (6-0)						
(6-1) Violations relating to racial harassment / discrimination					X	X
(6-2) Violations relating to religion, ethnic harassment / discrimination					X	X
(6-3) Violations relating to sexual orientation harassment / discrimination					X	X
(6-4) Violations to pregnancy harassment / discrimination					X	X
(6-5) Violations relating to gender harassment / discrimination					X	X
(6-6) Violations relating to disability harassment / discrimination					X	X
(6-7) Violations relating to age harassment / discrimination					X	X
(6-8) Violations relating to other harassment / discrimination					X	X

HARASSMENT AND DISCRIMINATION (CONTINUED)

(6-0)

CATEGORY

	A	B	C	D	E	F
(6-9) Retaliation against person(s) alleging harassment / discrimination					X	X
(6-10) Failure to cooperate with harassment / discrimination investigation					X	X
(6-11) Failure to cooperate with EEOC investigation					X	X
(6-12) Failure to report acts of harassment / discrimination					X	X

EXCESSIVE FORCE AND BRUTALITY

(7-0)

(7-1) Action-force that is unreasonable under the circumstances, but not brutal or excessive			X	X		
(7-2) Excessive Force - force that is excessive in scope duration or severity in light of the circumstances					X	X
(7-3) Failure to report use of force incident as described in policy		X	X			
(7-4) Failure to report incidents of the brutal use of force					X	X

NEGLECT OF DUTY

(8-0)

(8-1) Violations concerning general neglect of duty	X	X	X	X		
(8-2) Violations concerning inadequate performance of duty	X	X				
(8-3) Violations concerning failure to perform duty	X	X	X			
(8-4) Violations concerning failure to submit appropriate reports or information as required	X	X				
(8-5) Violations concerning failure to report knowledge of matters of misconduct, which would not constitute a Category "A" violation.		X	X	X	X	

UNIFORMS AND EQUIPMENT

(9-0)

CATEGORY

	A	B	C	D	E	F
(9-1) Violations concerning loss of equipment not including service weapons, radios, badges, automobiles or ID	X	X				
(9-2) Violations concerning loss or damage of radio, badges, automobiles or ID		X				
(9-3) Violations concerning the loss or damage of service weapons			X			

UNIFORMS AND EQUIPMENT (CONTINUED)

(4-0)

(9-4) Violations concerning allowing unauthorized persons to use department equipment		X	X			
(9-5) Violations concerning the inappropriate use and / or misuse of department equipment		X	X			
(9-6) Violations concerning improper attire / appearance	X					

FIREARMS

(10-0)

(10-1) Violations concerning the negligent handling of a weapon resulting in a discharge, causing injury					X	
(10-2) Violations concerning the negligent handling of a weapon resulting in a discharge, not causing injury		X	X			
(10-3) Violations relating to the negligent handling of a weapon, not resulting in a discharge.		X				
(10-4) Violations concerning carrying unauthorized weapons on duty		X				
(10-5) Violations concerning unauthorized ammunition on duty		X				
(10-6) Violations concerning the failure to secure weapon		X	X			
(10-7) Violations concerning the failure to report the discharge of a weapon			X	X	X	
(10-8) Violations concerning the failure to maintain weapons as operational		X				

PRISONER RELATED VIOLATIONS (11-0)						
	CATEGORY					
	A	B	C	D	E	F
(11-1) Inappropriate behavior during prisoner searches		X				
(11-2) Violations relating to improper searches (functionally inadequate).		X				
(11-3) Violations relating to the improper transportation of prisoner(s)	X					
(11-4) Violations relating to the inappropriate handling of prisoner property		X				
(11-5) Violations relating to the improper restraint of prisoners.	X					
(11-6) Violations relating to inadequate guarding of prisoner guarding violations		X				

PRISONER RELATED VIOLATIONS (CONTINUED) (11-0)						
(11-7) Violations related to the medical / mental treatment violations. (Failure to provide for the proper medical / mental treatment of prisoners)	X	X				
EVIDENCE AND PROPERTY (12-0)						
(12-1) Violations related to the initial recovery of evidence at the scene	X					
(12-2) Violations related to the receipt of evidence	X					
(12-3) Violations related to the processing / testing of evidence	X					
(12-4) Violations related to the improper destruction, storage or release of evidence	X	X				
(12-5) Violations related to the initial recovery of found property	X					
(12-6) Violations relating to the receipt of found property	X					
(12-7) Violations related to the storage / release of found property	X	X				
(12-8) Violations related to the intentional tampering with evidence						X

MISCELLANEOUS (13-0)						
CATEGORY						
	A	B	C	D	E	F
(13-1) Violations relating to the unauthorized release of criminal history information				X	X	
(13-2) Violations relating to the unauthorized dissemination of DPS history				X	X	
(13-3) Violations concerning the improper dissemination of confidential department information			X	X	X	X
(13-4) Violations related to being off post or leaving assignment without permission	X					
(13-5) All other miscellaneous violations	X					
(13-6) Violations relating to the failure to obey a direct order. (oral or written)		X				
(13-7) Violations relating to insubordination		X				
(13-8) Violations relating to obstructing or hindering a criminal investigation					X	

MISCELLANEOUS VIOLATIONS (CONTINUED) (13-0)						
(13-9) Violations relating to the obstructing or hindering an administrative investigation					X	
(13-10) Violations relating to failure to appear in court	X					
(13-11) Violations relating to absence without permission or leave		X	X			
(13-12) Violations relating to lateness for duty	X					
(13-13) Violations relating to sleeping on duty	X	X				

OFF DUTY EMPLOYMENT VIOLATIONS

(14-0)

	CATEGORY					
	A	B	C	D	E	F
(14-1) Violations relating to working Off Duty employment with no approved Off Duty employment form on file	X					
(14-2) Violations relating to expired Off Duty employment form	X					
(14-3) Violations relating to restriction violations. (Hours/week)	X					
(14-4) Violations relating to employee working Off Duty employment while on sick leave or worker's comp.		X	X			
(14-5) Violations relating to using unauthorized departmental equipment while working Off Duty employment.		X				

DEPARTMENT VEHICLE VIOLATIONS

(15-0)

(15-1) Allegations relating to parking offenses	X					
(15-2) Violations relating to seat belt offenses	X					
(15-3) Reckless use of or handling of department vehicles		X	X	X		
(15-4) Allegations relating to preventable fleet accidents	X	X				
(15-5) Violations relating to reckless handling of any vehicle while on department time.		X	X	X		

I. Discipline without Charges and Specifications (revised 04/06)

When violations do not merit probation, loss of leave, suspension without pay, demotion, or termination, discipline may be administered as follows:

1. The Chief of Police may administer an official letter of reprimand. Supervisors may recommend a letter of reprimand be issued.
2. The employee will receive a memorandum titled "notice of discipline" which supports the letter of reprimand.

J. Discipline With Charges and Specifications (revised 04/06)

The Chief of Police may take punitive action in the interest of progressive discipline, probation, loss of leave, suspensions without pay, demotions, and termination when applicable.

1. When disciplinary action may result in probation, loss of leave, suspension without pay, demotion or dismissal, a memorandum titled "statement of charges and specifications" shall be prepared by the Chief of Police or his or her designee.
2. The Statement of Charges and Specifications shall include:
 - a. The particular rule(s) alleged to have been violated;
 - b. The actions of the employee that constituted the violation;
 - c. The disposition of the issue or complaint;
 - d. The recommended disciplinary action, or parameters, based on a review of the disciplinary matrix, employee's personnel file, and input from all of the employee's supervisors;
 - e. The employee's right to a pre-disciplinary conference.

K. Pre-Disciplinary Conference

1. The employee who is the subject of potential discipline with charges and specifications may request a conference with the Chief of Police to discuss mitigating circumstances pertaining to the issue.
 - a. The subject employee must request the conference within five (5) working days after service of the statement of charges and specifications. Upon receipt, the Chief of Police shall have 10 business days to schedule a conference.
 - b. The pre-disciplinary conference is informal in nature and may include, in addition to the Chief of Police and the employee,

other representatives of the Chief and a representative of the employee.

2. Upon completion of the pre-disciplinary process, the Chief of Police may:

- a. Determine that further investigation is required and may order such investigation;
- b. Convene a board of inquiry;
- c. Administer discipline;

L. Notice of Discipline

If the subject employee declines the pre-disciplinary conference, the Chief of Police may issue a memorandum titled "notice of discipline" to the employee. The notice of discipline will include the following:

1. The reason(s) for the disciplinary action;
2. The disciplinary action to be administered;
3. The employee's right to appeal as outlined in the appropriate collective bargaining agreement.

M. Board of Inquiry

A board of inquiry shall be convened upon order of the Chief of Police. The duty of the hearing panel is to review the case brought against the employee and recommend a disposition and, if appropriate, discipline.

N. Service of Discipline Memorandums

The Chief of Police shall cause the statement of charges and specifications, notice of discipline, and notice of a board of inquiry memorandums to be served upon the subject employee. Where possible, service shall be made while the employee is on-duty. Where on-duty service is not feasible, the employee may be served at their residence.

O. Disciplinary Appeal Process

All disciplinary action is subject to appeal in accordance with the current collective bargaining agreement, or the City of Moore personnel policy and procedure manual.

P. Dissemination and Maintenance of Disciplinary Records (PER.04.05)

1. In all cases where a memorandum is issued regarding disciplinary action, the original shall be forwarded to the subject employee. Copies shall be dissemination as follows:
 - a. Division Commander of the subject employee.

b. Lieutenant of the subject employee. (if applicable)

c. City of Moore Personnel File.

2. The original and copies shall be handed directly to recipients or forwarded in envelopes or other means that will reasonably provide confidentiality.

3. Memoranda shall remain a permanent entry in the subject employee's personnel files except as provided by the current collective bargaining agreement.

Q. Termination of Employment (New 04/06)

If an officer is terminated, the Chief of Police is required to follow the steps as outlined in this policy and the appropriate collective bargaining agreement.

R. Documentation Required for Termination (New 04/06) (PER.04.04)

When an officer is terminated, they are entitled to documents generated out of the process. The documents, the officers are entitled to, include but are not limited to:

- a. Statement of Charges and Specifications.
- b. Recommendation for disciplinary action.
- c. The recommendations of the Board of Inquiry, if convened.
- d. The Notice of Disciplinary Action.
- e. Information released to the employee, as a result of any investigation conducted as a result of the employee's misconduct, will be determined by the appropriate collective bargaining agreement.

S. Release of Information (New 04/06) (PER.04.04)

When a police officer is disciplined, the Moore Police Department will only release to the public, that information, which is required to be released by the State of Oklahoma, Open Records Act.

ARTICLE 35

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct, bi-weekly dues and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those Employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the Union. The authorization shall remain in full force and effect during the term of this Agreement.


Notification of any changes in the amount of dues and assessments to be deducted from an Employee's pay shall be made to the City Payroll Division a minimum of 30 days in advance.

The Union will pay the City \$100.00 (one hundred dollars) on July 1, of each new year for this service.

AGREEMENT

This Agreement is entered into on this 6 Day of September 2017, by the City of Moore and the Fraternal Order of Police Lodge #131.


GLENN LEWIS
Mayor


JASON SPARKS
President
Lodge #131

Attest:




LINDA STEWART
City Clerk


BROOKS MITCHELL
City Manager

Approved as to form and legality:


RANDY BRINK
City Attorney