

**POLICE SERVICES AGREEMENT**  
**BETWEEN THE**  
**CITY OF STILLWATER**  
**AND THE**  
**FRATERNAL ORDER OF POLICE, LODGE #102, INC.**

**CONTRACT YEAR 2011-2012**

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**ARTICLE I**  
**PREAMBLE**

This Agreement is entered into by and between the City of Stillwater, Oklahoma hereinafter referred to as the Employer (or Management) and the Fraternal Order of Police, Lodge #102, Inc., hereinafter referred to as the Bargaining Agent.

The Employer and the Bargaining Agent recognize their responsibilities under federal, state, and local laws relating to fair employment principles involved in the area of civil rights, including the Americans with Disabilities Act. The City and the Bargaining Agent agree that the provisions of this agreement shall apply to all employees covered by the agreement without discrimination.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote harmonious, orderly, and peaceful relations for the mutual interest of the employer, and the bargaining agent and the citizens of the City of Stillwater.

The employer and the bargaining agent encourage to the fullest degree friendly and cooperative relations between their respective representatives.

The parties recognize that the interest of the community and the job security for the employees depend upon the employer's success in establishing proper services to the community.

The Employer agrees to furnish an electronic copy of this agreement to be available to all members of the Department subject to the terms of the Collective Bargaining Agreement.

Within one month of the ratification of this agreement by both the City Council and the membership of the Fraternal Order of Police, Lodge #102, the Chief of Police and the President of Lodge #102 will prepare a written directive. That directive will summarize any changes made in the contract and the directive will be disseminated to all personnel.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Section 1. The bargaining agent recognizes the prerogative of the city to operate and manage its affairs in all respects in accordance with its responsibilities, and the power or authority which the City has not officially abridged, delegated, or modified by this agreement. Management officials of the City retain the rights, in accordance with applicable laws and regulations, but are not limited to the following:

- A. To manage and direct the employees of the Department of Police;
- B. To hire, promote, transfer, schedule, assign and retain employees in positions with the Department of Police;
- C. To suspend, demote, discharge, or take other disciplinary action against other employees for just cause;
- D. To relieve employees from duties because of lack of work, funds, or other legitimate reasons;
- E. To maintain the efficiency of the operations of the Department of Police;
- F. To determine the methods, means and personnel by which such operations are to be conducted, including the rights to contract and subcontract existing and future work;
- G. Organization of city government;
- H. The number of employees to be employed by the Department of Police;

- I. The number, types, and grades of positions or employees assigned to an organizational unit, department, or project;
- J. Internal security practices;
- K. To take such action as may be necessary to implement the Americans with Disabilities Act and OSHA bloodborne pathogens standards.

The City has the sole authority to determine the purpose and mission of the management responsibilities and the amount of the budget to be adopted by the City Council. If an emergency condition exists, including, but not limited to riots, civil disorders, tornado conditions, or similar catastrophes, the provisions of the agreement may be suspended by the Mayor during the time of the declared emergency.

### **ARTICLE 3** **RECOGNITION**

Section 1. The employer recognizes the Fraternal Order of Police, Lodge #102, Inc., as the sole and exclusive bargaining agent for all sworn police officers of the Stillwater Department of Police Services, except:

- A. The Chief of the Department of Police;
- B. One Administrative Assistant to be determined by the Chief of Police.

### **ARTICLE 4** **PREVAILING RIGHTS**

Section 1. The bargaining agent and management agree that the provisions of the Oklahoma Firefighter's and Policeman's Arbitration Law (11 Okla. Stat., Sec. 51-101 to 51-113, 1978) the Police Department Policy Manual, and the city Personnel Policies and Procedures Manual will remain in effect where not abridging management's rights or impinging upon the terms of the agreement.

Section 2. Management officials of the City recognize that, as stated in state statutes, the city and the bargaining agent must negotiate items that "...affect wages, hours, terms, and conditions of employment...".

### **ARTICLE 5** **SAVINGS CLAUSE**

Section 1. If any article or section of this agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of the agreement shall remain in full force and effect for the duration of this agreement.

### **ARTICLE 6** **DURATION OF AGREEMENT**

Section 1. This agreement shall become effective, July 1, 2011 and shall remain in full force and effect until midnight, June 30, 2012, subject to the appropriation of adequate and sufficient funds thereof by the governing body of the employer prior to July 1, 2011.

### **ARTICLE 7** **PROHIBITION OF STRIKES**

Section 1. The bargaining agent and its members agree not to engage in a strike, work-stoppage or slow down, coercive misuse of sick leave, or any other similar form of interference with the normal operation of the Department of Police or any other City department.

**ARTICLE 8**  
**BARGAINING AGENT BUSINESS**

Section 1. Members of FOP Lodge #102 shall be permitted up to 350 hours of professional leave to conduct lodge business. Lodge business shall be defined as business at the local, state, or national level. If additional hours are needed, members may request annual leave. The member must submit a written request for leave at least three (3) days prior to the event, to his/her immediate supervisor and the FOP. The FOP President or his designee will then approve or deny the leave request. The FOP President or his designee will then forward the leave request to the Chief's office to be logged. In case of emergency, the request may be made orally and later confirmed in writing, no later than forty eight (48) hours after the event. The City shall have the right to refuse the request if the absence would reduce the manpower available during the regular shift to an unacceptable level.

Section 2. The log showing total hours used shall be maintained in the office of the Chief. The City shall be entitled to assume all requests for professional leave have been approved by appropriate lodge officials, and shall not be responsible for granting additional time if such requests were not authorized.

**ARTICLE 9**  
**DUES DEDUCTION**

Section 1. The City of Stillwater shall allow the employees of the Stillwater Police Department and members of the bargaining agent to authorize payroll deductions for the purposes of paying FOP/Legal Aid and other Lodge related dues including dues of members of the Stillwater Police Department's Special Operation Team.

Section 2. Before the commencement, termination or alternation of the payroll deduction each affected employee shall sign an authorization card, provided by the lodge, authorizing the stated monthly deduction. The lodge will then provide the City with the names and the amounts of the deductions.

Section 3. The lodge will indemnify, defend, and hold the City of Stillwater harmless against any claims made and against any suits instituted against the City on account of the deduction of the dues.

**ARTICLE 10**  
**BULLETIN BOARDS**

Section 1. The City of Stillwater agrees to allow the bargaining agent to have bulletin boards at the police station. The location of the bulletin boards shall be mutually agreeable by both parties.

Section 2. Bulletin boards shall be used for the purpose of posting notices of the lodge meetings; lodge elections; lodge election returns; lodge appointments to office; lodge recruitment, educational and social affairs; and other materials pertaining to lodge business.

Section 3. It shall be the responsibility of the lodge to maintain the bulletin boards to insure prompt removal of outdated materials, and further insure that the posting of such materials is limited to only those bulletin boards provided in Section 1 above. All such materials shall be approved or signed by the president, vice-president, secretary, or treasurer. In the event of any controversy regarding posted information or material, the Chief shall have the right to make the final decision regarding the posting of the questionable item.

**ARTICLE 11**  
**OFFICER BILL OF RIGHTS**

Section 1. When an officer is under investigation for a criminal offense, he/she will have the same constitutional and procedural rights of any other citizen. When an officer is under administrative investigation and is subject to interrogation by members of his/her agency, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

Interrogation: When an officer is under investigation by the Stillwater Police Department for a complaint received (internal or external), and is to be interrogated in respect to such complaint by other members of the department



when there is a logical possibility that any disciplinary action to include, suspension, demotion, or dismissal may result, such interrogation shall be conducted as follows:

1. The officer shall be informed of the name of all complainants, if known;
2. Preliminary discussions with supervisory personnel with the Police Department, in relation to a complaint received, shall not be considered as an interrogation as used herein;
3. To the extent known at the time, the officer under investigation shall be informed of the nature of the investigation prior to any interrogation. If, during the course of the investigation, additional potential charges come to light, the officer under investigation shall be informed of the nature of those additional issues as soon as such information is identified.
4. The officer under investigation shall be informed of the rank, name of officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at a time.
5. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
6. The officer under interrogation shall not be subject to offensive language during the interrogation. No promise or reward shall be made as an inducement to obtain testimony or evidence.
7. The officer under investigation shall be completely informed of all his/her rights, (to include Garrity Rights and the Weingarten Ruling), pursuant to this procedure prior to the commencement of the interrogation and his/her responsibility to answer all questions.
8. At the request of any officer under investigation, he/she shall have the right to be represented by a FOP representative of his/her choice who shall be present at all phases of the interrogation. In addition, if the officer under investigation so chooses, he/she may have an attorney (or other such representative) present (at no additional expense to the City of Stillwater) during interrogation as long as this does not cause any delay in the proceedings. When so represented, this representative shall be an observer only and shall not ask questions or enter into discussion with any party present during the official interrogation.
9. Interrogation of officers under investigation may be taped or recorded in written form at the discretion of the investigating officer. Officers under investigation may record the proceedings with his own equipment, or provide written record at his own expense as long as such does not cause any delay in the proceedings. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City of Stillwater in administrative hearings or for other administrative purposes.

Section 2. When an anonymous complaint or an unsigned formal complaint is made against an officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

Section 3. No officer shall be discharged, disciplined, demoted, denied promotion, transferred, reassigned or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment, by reason of his/her exercise of his/her rights granted by this contract.

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

Section 1. Grievance shall be defined as any dispute between management and labor to include but not limited to the meaning, interpretation, application, or alleged violations of the terms and provisions of the existing personnel policies, standard operating procedure or applicable negotiated collective bargaining agreement.

Section 2. Grievances may be filed by the FOP, individual employees or groups of employees. Employees or an employee group wishing to file and/or pursue a grievance may have a representative of their choice at any or all of the steps.

#### Steps in the Procedure

1. A written grievance shall be taken to the employee's Division Commander within fifteen (15) working days after the occurrence of the alleged violation. Occurrence shall be defined as when the grieving party becomes aware of the action or receipt of written notice of change in benefit, policy or practice, whichever comes first. The Division Commander shall investigate said grievance and within five (5) working days either deny the grievance based on the investigation or pass the grievance up to the Chief along with written recommendations related to why grievance should not be denied.
2. In the event that the grievance is denied by the Division Commander, and the grieving employee is not satisfied, he/she shall submit the grievance in writing within five (5) working days of the response of the Division Commander to the Chief. The Chief shall investigate and render his decision in writing within five (5) working days or the grievance shall be deemed denied.
3. In the event that the Chief denies the grievance and the grieving employee is not satisfied, he/she shall submit the grievance in writing within five (5) working days of the response of the Chief to the Director of Public Safety. The Director shall investigate and render his decision in writing within five (5) working days or the grievance shall be deemed denied.
4. In the event that step three does not satisfy the employee, the employee shall within five (5) working days of the response of the Director of Public Safety, forward written documentation concerning the grievance to the City Manager and explain the dissatisfaction.
5. The City Manager shall submit an answer in writing to the Director of Public Safety and the involved employee within twenty (20) working days of his receipt of the grievance or the grievance shall be deemed denied. If the grievance has not been settled within that time, it may (with the written consent of both parties) be submitted to mediation. If no agreement is reached, the matter may be submitted to arbitration according to Oklahoma Law. The FOP/grievant shall have twenty (20) working days after the ruling of the City Manager or the failure of mediation to invoke arbitration.
6. The parties may individually or jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said list the employer and the Fraternal Order of Police shall select an arbitrator by alternately striking names until one is left. The moving party shall make the first strike from the list.
7. The arbitrator shall call a hearing and give at least (7) days notice in writing to the parties of the time and place for such hearing. The hearings shall be informal and the rules of evidence prevailing in judicial proceedings 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 issue presented to him for determination.
8. The hearing conducted by the arbitrator shall be concluded within twenty (20) days from the time of commencement. The arbitrator at his option may issue a written opinion or a bench decision.
9. The arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement or to arbitrate away, in whole or in part, any provisions or amendment thereof.
10. The decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this agreement with respect to the interpretation, enforcement, or application of the provisions of this agreement. It is understood by the parties to this agreement that the filing of a grievance under this article has as its last step, final and binding arbitration.



11. The cost of the neutral arbitrator shall be shared equally between the Fraternal Order of Police and the employer. If a transcript of the proceedings is requested, the party so requesting shall pay for it.
12. If at any step a written answer has not been provided within the prescribed time for response so that the grievance is deemed denied, the City shall provide a written reason for its denial within seven (7) days of a request for a written response, but such a request will not delay the advancement of the grievance through the process.

Section 3. The parties agree that the good faith resolution of grievances depends upon accurate information regarding the basis for the grievance and the basis for the initial action or subsequent denial of the grievance by the City. Accordingly, each party agrees that, upon request, at any stage of the grievance process, it will make full disclosure of the facts and policies upon which it relies for its position regarding a grievance.

Section 4. The Fraternal Order of Police president or his authorized representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 5. Disciplinary action shall not be taken against any employee who provides accurate public information on matters of public concern when the information is based upon reliable sources which include documented facts to support the allegations.

NOTE: Working days shall be defined as Monday through Friday, excluding holidays and scheduled vacation days.

### **ARTICLE 13** **COMPENSATION PLAN**

Section 1. All sworn officers of the Stillwater Police Department covered by the bargaining agreement will be placed in the compensation plan in the appropriate range and step. Ranges for the positions in the bargaining unit for this contract year are as follows:

	A	B	C	D	E	F
<b>Police Officer</b>						
Annual	\$39,444.80	\$41,899.20	\$44,395.20	\$46,870.40	\$49,387.20	\$51,883.20
Hourly	\$18.96	\$20.14	\$21.34	\$22.53	\$23.74	\$24.94
<b>MPO I</b>						
Annual					\$56,584.00	\$59,392.00
Hourly					\$27.20	\$28.55
<b>MPO II</b>						
Annual						\$63,926.40
Hourly						\$30.73
<b>Sergeant</b>						
Annual			\$56,833.60	\$59,995.20	\$63,156.80	\$66,339.20
Hourly			\$27.32	\$28.64	\$30.36	\$31.89
<b>Lieutenant</b>						
Annual					\$68,627.20	\$72,100.80
Hourly					\$32.99	\$34.66



	A	B	C	D	E	F
<b>Captain</b>						
Annual					\$74,576.00	\$78,361.60
Hourly					\$35.85	\$37.67

The Chief of Police shall determine the appropriate entry-level salary within the range for Police Officer I.

For purposes of accurate future market comparisons it should be noted that in FY 2011-12 former Article 16 – “Proficiency Award” (regarding firearms qualification at \$1200/annum) and former Article 21 Sections 1 & 2 “Uniform Maintenance Allowance” (at \$2552/annum) were rolled into the base pay for all ranks.

Section 2. Promotion to Master Patrol Officer and higher ranks will follow the department’s Standard Operating Procedures. Movement into a new range will be in a step which shall not be less than a 5% increase in pay, unless there is not a higher step available.

Section 3. All movement through a particular range (from step to step) shall be based on performance as reflected in the employee’s performance evaluation.

- a) Merit steps are funded for 2011-2012 fiscal year.
- b) Employees are eligible for only one step increase per year. The Chief of Police may grant step increases, withheld from an employee at the time of the annual Performance Evaluation, at any time with justification.

Section 4. The members covered by this Collective Bargaining Agreement shall participate in the City’s Bonus and Incentive Plan, based on the provisions of that plan.

Section 5. Members who are eligible to receive Performance Pay, Longevity pay or Holiday Leave pay shall be provided those payments in their regular paycheck. The percentage of income tax withheld on any sums paid to an officer shall be the same rate as that used for the officer’s regular paychecks.

Section 6. Employees will be reimbursed for travel expenses in accordance with the City of Stillwater Purchasing Manual in effect on July 1, 2011.

#### **ARTICLE 14** **EDUCATION INCENTIVES**

Section 1. Tuition Reimbursement - The City of Stillwater will reimburse the tuition of courses approved for the development of employees to benefit the City in their present positions.

- a. Tuition reimbursement shall be provided to regular full-time employees who have completed their probationary period of employment.
- b. The City will reimburse the employee for tuition fees up to a maximum of thirty-two (32) credit hours per fiscal year (excluding books, laboratory fees, parking, and registration fees, etc.) for courses administered by a vocational institution, accredited university, and any other institution approved by the Human Resources Director. Reimbursement amounts will not exceed \$200.00 per credit hour.
- c. An employee must submit a Tuition Reimbursement Request form and copy of the course description prior to enrollment to be eligible for reimbursement. The request must be approved by the Chief of Police, Human Resources Director, and the City Manager.
- d. The employee must achieve a grade of “C” or “Satisfactory” to be eligible for reimbursement.
- e. Upon successful completion of the course work, the employee must provide a copy of final course grade and a paid tuition receipt to the Human Resources Department.
- f. When an employee leaves employment before a three-year time period has lapsed after completion of a course, the employee will be responsible for reimbursing the City a pro rata amount of one thirty-sixth (1/36) for each month remaining of the three-year time period.

Section 2. The City of Stillwater will provide each member of the bargaining unit with an incentive to attend classes at an accredited university by paying:

\$25.00 per month when the member has attained 25 hours toward a degree.

\$60 per month for an Associate Degree; \$125 per month for a Bachelor's Degree; \$175 per month for a Master's Degree; \$200 per month for a Doctorate Degree.

Proof of completion of hours or degree must be presented to the Chief of Police before receiving payment. A copy of the degree or transcript of hours must be included in the officer's personnel file.

## **ARTICLE 15** **BENEFITS**

### **Section 1. Health Benefit Plan**

The City of Stillwater shall provide life insurance and major medical coverage to the members of the bargaining unit. Bargaining unit members will be covered by the health plan described in Appendix A and administered by Blue Cross Blue Shield of Oklahoma. Bargaining unit members will receive a copy of the Plan Summary in effect for this fiscal year as soon as it is available.

For FY 2012, to offset the increase in premiums to employees, City shall provide each bargaining unit member a one-time payment of \$500.00 to the employee's 125 Plan (medical). Said payments shall be provided January 1, 2012.

The City will allow eligible retiring employees under the age of 65 the option of staying with the group insurance until age 65. The retirees shall pay the then current premium rate for the month being insured directly to the City by the 5<sup>th</sup> of that month. A one month lapse in payment will be just cause for termination of insurance.

### **Section 2. Worker's Compensation Insurance**

An employee who is eligible under state law for Worker's Compensation may elect to use accrued annual and/or sick leave to supplement that statutory payment so that there is no loss in take-home pay.

### **Section 3. Oklahoma Police Pension and Retirement System**

Officers of the Stillwater Police Department shall participate in the Oklahoma Police Pension and Retirement Fund. For a complete description of benefits and contributions to the plan, police officers should contact the Police Chief or their department representative for the Pension Fund.

### **Section 4. Employee Assistance Program**

The City will provide an Employee Assistance Program on the terms outlined in its contract with an Employee Assistance Program. Members are eligible for that program as outlined in that contract. This benefit is limited to the terms and conditions of the contract between the City and the program, and should that contract terminate, this benefit will terminate.

### **Section 5. 125 Benefit Plan**

The City will provide a product-driven 125 Benefit Plan under the rules and regulations promulgated by the IRS. Products added to the plan will be determined by an employee committee's recommendation to the City Council, which will have final authority for the products offered. The Plan will be offered only so long as there is no cost to the City and so long as it is acceptable under IRS rules.

### **Section 6. Personal Property Reimbursement**

- A. The employer shall repair, replace or reimburse an officer, within 30 days of being provided a receipt, for any of the below items which are suddenly and unexpectedly damaged, destroyed or lost as a result of an altercation, chase or other such physical on-the-job duties.

ITEM	MAX. REIM.	ITEM	MAX. REIM.
Eye Glasses	\$ 300.00	Sunglasses	\$ 100.00
Contact Lenses	\$ 150.00	Nylon Holster	\$ 140.00
Watches	\$ 100.00	Nylon Belt(s)	\$ 50.00
Footwear	\$ 100.00	Nylon Gear	\$ 25.00 (each)
Gloves	\$ 30.00	Rail Mounted Flashlight	\$ 80.00

B. An officer shall also be required to provide to the City a written estimate of repair, replacement or reimbursement of the damaged, destroyed or lost property, as well as a receipt for the purchase of the replaced personal property.

C. The dollar amounts listed are maximum amounts for reimbursement purposes even if the actual cost of the item purchased exceeds the amount.

Section 7. The City will offer to all members of the bargaining unit, a deferred 457(b) compensation plan through ICMA Retirement Corporation (ICMA\_RC) at no cost to the City of Stillwater.

Section 8. Bargaining unit members shall be eligible for all other City benefit programs according to City policy.

## **ARTICLE 16** **ASSIGNMENT PAY**

Section 1. Members assigned as:

Field Training Officers and Field Training Officer Supervisors,  
Motorcycle Patrol,  
Criminal Investigation,  
Polygraph Operators,  
Special Operations Team  
K-9,  
State Certified Instructors,  
Hostage Negotiators,  
School Resources Officers,  
Bicycle Patrol,  
Special Projects,  
Firearms Instructor,  
Firearms Coordinator,  
Defensive Tactics Instructor,  
Law Enforcement Driver's Training Instructor  
Accident Reconstructionist

shall receive \$100 for each full month they are assigned to such duties. Members acting in these capacities for any portion of a month will be paid at the rate of \$25.00 per week. The minimum payment for the duration of the assignment will be \$25.00. Members will be eligible to receive a maximum of \$100 per month.

## **ARTICLE 17** **HOURS OF WORK/OVERTIME**

Section 1. The City declares the use of Section 7(K) of the Fair Labor Standards Act in order to set the work period for members covered by the City Contract with the Fraternal Order of Police. The work period shall be 14 days in length. The standard work week will be from 12:00 A.M. Thursday and conclude at 12:00 midnight the following Wednesday. Each work period shall consist of 80 hours in a 14 day period. All hours either actually worked, taken in vacation leave or compensatory time shall be computed for determining overtime, however, at no time shall compensatory time used in a work period be allowed to earn additional compensatory time within that same work period. Hours taken in sick leave shall not be computed in determining overtime. All Officers shall be paid bi-weekly, every other Wednesday. If a holiday falls on Wednesday, then employees will be paid the day before.

Section 2. Overtime shall be computed by adding all regularly earned money to the base salary (all incentive pay) and determining the premium hourly rate. That rate shall then be multiplied by 1.5 to determine the premium overtime rate. All hours over 80 actually worked, taken in vacation or compensatory time shall be paid at the premium overtime rate.

Section 3. Police Officers, Master Police Officers, Sergeants, and Lieutenants shall be eligible to earn overtime pay as a result of required appearances in court. All required court appearances while on vacation will be paid at the overtime pay rate. The minimum pay will be two (2) hours for all court appearances. Sworn officers in the ranks of Captain and Major, who are exempt from FLSA provisions shall be eligible to draw straight time pay as a result of required off-duty appearances in court. Overtime or straight time pay shall not be paid if the officer accepts private witness fees.

Section 4. Sworn officers may accumulate up to 80 hours of compensatory time upon mutual agreement with the Chief of Police. Compensatory time is to be calculated at 1.5 hours for every 1 hour worked. Compensatory time shall not be required to be taken before annual leave. Sworn officers will be paid for the accumulated compensatory time at any time the City chooses but not later than upon separation from employment with the City. The City will keep and document all records of compensatory time for all sworn officers. The sworn officer will be required to submit an overtime form marked compensatory time to his immediate supervisor.

The employer shall have the option of paying the first five (5) hours of overtime each pay period for each employee in compensatory time instead of in dollars. The employer may exercise this option up to a maximum of forty (40) hours per employee per year. In order to accommodate the employer option, the cap on compensatory time shall be increased by the number of hours the employer opts to use. (By way of explanation, if the employer opts to use the entire forty (40) hours for an employee, then that employee's compensatory time cap shall be increased from 80 to 120 hours.

If a member wishes to take time off utilizing comp time, the request must be submitted in writing, on a standard form, no less than 5 days prior to the first day they wish to be gone from duty. Supervisors can waive the 5 day prior notice restrictions, at their discretion on a case by case basis, if the Supervisor determines the request can be granted without being unduly disruptive; however, the Supervisor has no obligation to approve such late request.

Supervisors should timely approve timely submitted request, unless to do so would be "unduly disruptive" to the mission of the particular unit to which the member is assigned (1<sup>st</sup> watch, CID, training, etc.) (In determining if it is "unduly disruptive" supervisors should take into account other absences, such as, ordinary leave, sick leave, special events known to be scheduled during the requested absence, training and other known events).

Supervisors are authorized to pay one person overtime in order to grant a comp time usage request, if needed. Officers assigned to the particular unit will be given first priority in covering the overtime shift. In no one is available, then the supervisor is authorized and encourage to seek qualified volunteers from other units in the department, regardless of assignment. In seeking a volunteer the supervisor, at a minimum, should utilize a general departmental email to sworn officers, seeking volunteers. If a supervisor has tried unsuccessfully to locate a volunteer, by email and the member requesting the comp time can find no volunteers, then the request can be denied. The denial should be kept on file with a copy of the solicitation email attached.

If approving the request result in having to pay more than one person overtime, then it would also be considered unduly disruptive. Overtime paid to cover absences for other reasons, (sick leave, military leave, pension leave, etc...) are not to be counted in this regard as unduly disruptive. While none of these are bars to approving the request for comp time use, supervisors should grant them appropriate weight in their considerations.

Comp time use will be granted on a first come basis. In cases where comp time use requested for the same time period are received by the supervisor at the same time, then seniority rules.

Section 5. Supervisors have the option of using time release to limit the hours worked by an employee. Time release can only be used to reduce the hours of a particular work week, not the work period.

Section 6. Those members assigned to CID who are required to remain on call shall be compensated at the rate of 20% of their regular hourly rate (base wage + educational incentive + pay) for every hour the member is on "on-call" status. "On-call" shall be from 1700 hours on Friday to the following Monday at 0700 hours.

Section 7. Any employee covered by the CBA who is placed on "stand-by" status for any pending department activity shall be compensated at the rate of 20% of their regular hourly rate (base wage + educational incentive + special duty pay) for every hour the member is on "stand-by" status.



Section 8: Non-exempt officers who are placed on standby by federal, state, district, or municipal court, shall be paid at the rate of twenty percent (20%) of their regular hourly rate (base wage + educational incentive pay) for every hour the officer is on "on-call" status. Once notified of "on-call" status by the court, prosecuting attorney's office, officers of the court, or police department, the member shall no longer be eligible for regular hourly or overtime pay during the on-call period, unless the member is working their regular assignment. In the event the standby period coincides with the member's regularly assigned working hours, the member will only receive regular compensation. Members shall be eligible for on-call pay during those hours the court is in session and the member is required to be available to the court. It is the member's responsibility to remain informed of their status on a daily basis.

## **ARTICLE 18**

### **PERFORMANCE PAY PROGRAM**

Section 1. Each officer's yearly evaluation shall be conducted based on specific criteria. Documented actions from the officer's critical incident file, training and/or records as well as general knowledge provided by the officer's supervisor and peers will be used to determine which criteria are met for the evaluation.

Section 2. The officer's evaluation shall be comprised of eight (8) categories as provided by the City of Stillwater's department of Human Resources. These categories will be: Initiative, Quantity of Work, Quality of Work, Adaptability, Cooperation with Fellow Employees, Cooperation with Supervisor, Attendance and Punctuality, and Other Traits.

Section 3. Each Category will be rated as to the officer's performance and a level of merit will be assigned with the following point value:

Poor	Zero (0) Point
Below Average	Zero (0) Point
Average	One (1) Point
Above Average	Two (2) Points
Outstanding	Three (3) Points

A maximum total of twenty-four (24) points may be obtained by an officer.

Any evaluation with no Below Average or Poor ratings in any area and a combined total equaling twenty-two (22) points or greater shall be deemed a 3% Outstanding evaluation and shall be justification to submit the officer for a 3% merit lump sum bonus.

Any evaluation with no Below Average or Poor ratings in any area and a combined total equaling between seventeen (17) points and twenty-one (21) points shall be deemed a 2% Above Average evaluation and shall be justification to submit the officer for a 2% merit lump sum bonus.

Any evaluation with no Below Average or Poor ratings in any area and a combined total equaling sixteen (16) points shall be deemed a 1% Above Average evaluation and shall be justification to submit the officer for a 1% merit lump sum bonus.

The bonus amount will be based upon the employee's base salary prior to their review.

Section 4. The criteria used to determine the level of merit for each category shall be in writing and approved by the Chief of Police.

**ARTICLE 19**  
**REDUCTION IN FORCE**

Section 1. In the event that a reduction in force becomes necessary, the employee with the least seniority shall be laid off first. A tie in seniority shall be broken based on the affected employees' ranking on the hiring list associated with his/her recruitment process. The employee ranked lowest on the hiring list shall be laid off first.

Section 2. No new employees shall be hired to a position in the bargaining unit until the employees laid off have been notified by certified mail of their opportunity to return to work. The employee shall be given a forty-eight (48) hour period after receipt of the notice to advise the City of his intentions. The employee shall report for work within twenty-one (21) days after receipt of said notice. Any employee who gives notice of his intention to return to work and who fails to report within the twenty-one (21) days will be considered as having resigned and his records so noted.

Section 3. Employees who have been laid off shall be recalled by the procedure set out in Section 2 in the order of reverse seniority. The most senior employee on lay off will be recalled first.

Section 4. It is the employee's responsibility to keep the Human Resources Department advised of his current mailing address. Failure to receive and respond to the notice to recall shall be entirely the responsibility of the employee if the notice is sent to the last address provided by the employee to the City.

**ARTICLE 20**  
**UNIFORM MAINTENANCE ALLOWANCE**

Those members of the bargaining unit who, because of their positions, are required to wear business attire (including temporary assignments exceeding 45 days), shall be paid an additional \$100 per month. The payment shall be made in the first pay period of each month and shall appear in the taxable column of the paycheck. If a member transfers or is transferred to a uniform division and is no longer required to wear business attire, the supervisor shall stop the payment, to be effective on the first pay period of the following month.

**ARTICLE 21**  
**HOLIDAY/PERSONAL PAY**

Section 1. Members covered by this agreement will receive eight (8) days of "Holiday Leave" per calendar year. The authorized holidays will be as follows:

<u>Holiday</u>	<u>Observed</u>
1. New Years Day	January 1 <sup>st</sup>
2. Martin Luther King Day	3 <sup>rd</sup> Monday in January
3. Memorial Day	4 <sup>th</sup> Monday in May
4. Independence Day	July 4 <sup>th</sup>
5. Labor Day	1 <sup>st</sup> Monday in September
6. Thanksgiving Day	4 <sup>th</sup> Thursday in November
7. Friday after Thanksgiving	Day after Thanksgiving
8. Christmas Day	December 25 <sup>th</sup>

Section 2. Members who are required to work an observed holiday shall be compensated at the rate of one and one-half (1 ½) times their base hourly rate for each hour worked or one and one-half (1 ½) hours of compensatory time for each hour worked.

Section 3. Members who are required to work an observed holiday, or if an observed holiday falls on a member's regularly scheduled day off, shall be entitled to an additional shift's pay at their base hourly rate or an additional shift off to be designated as "Holiday Leave". Holiday Leave must be scheduled with the approval of their supervisor.

Section 4. Members may choose to carry-over the Memorial Day Holiday, however, it must be used during the next fiscal year. All other Holiday Leave not taken by the end of the fiscal year will be paid at the members' base hourly

rate on the first full check of the following July. Members shall not be compelled to take holiday leave except at their discretion.

Section 5. On July 1, members will receive two (2) personal days which will be based on their regularly scheduled work hours. Personal days not used by June 30 of the following year will be paid at the members' base hourly rate on the first full check of the following July.

## **ARTICLE 22**

### **APPOINTMENTS**

Section 1. It shall not be the intent of Management to make acting or temporary appointments to vacancies other than executive positions to avoid promotional opportunities. However, this statement of intent does not preclude the management's right to utilize a reasonable period of time for the promotion process or to make temporary or acting appointments during the selection period, not to exceed 180 days.

## **ARTICLE 23**

### **SIDEARMS PURCHASE**

Section 1. Members retiring from the Stillwater Police Department after completing a minimum of 20 years service will be given the opportunity to purchase the last sidearm carried by those members at its current appraised value. The Fraternal Order of Police, Lodge #102, Inc., also will be given the opportunity to purchase (at current appraised value) the retiring member's sidearm as a gift to that retiring member. The purchase must comply with all applicable local, state, and federal laws regarding the purchase of both municipal property and firearms.

## **ARTICLE 24**

### **COOPERATION**

Section 1. During the 2011-2012 contract year, management and bargaining agent representatives agree to meet and confer on grievances and other negotiable issues or employee problems pursuant to the State law and to facilitate efficient, effective, cooperative, and harmonious operations of the Police Department. The parties acknowledge that they have met and bargained in good faith, with each party given full opportunity to present its positions. This agreement contains the complete and entire agreement of the parties and resolves all issues not specifically reserved herein.

## **ARTICLE 25**

### **SUBSTANCE ABUSE POLICY**

**INTRODUCTION:** Alcohol and drug abuse have an adverse effect on job performance, create dangerous situations, and serve to undermine our community's confidence in the Police Department.

Our department cannot and will not condone drug or alcohol abuse on the part of its employees, nor will it condone any employee behavior related to alcohol and/or illegal drugs on or off the job that may serve to damage the department's reputation.

The policy of the Police Department of the City of Stillwater concerning drug and alcohol use and abuse is as follows:

1. The Department will not hire anyone who is known to currently abuse substances.
2. The Department will educate and inform its employees about the health consequences of drug and alcohol abuse.
3. Employees must report to work in a fit condition to perform their duties. Being under the influence of drugs or alcohol is not acceptable.

4. Any employee on department business, on or off department premises, is prohibited (except when acting in the line of duty) from purchasing, transferring, using, or possessing illicit drugs or using alcohol or prescription drugs in any way that is illegal.
5. Employees will not be terminated for voluntarily seeking assistance for a substance abuse problem assuming no illegal acts have been committed. However, continued performance, attendance, or behavioral problems may result in disciplinary action up to and including termination.
6. Employees on physician-prescribed medication must notify a designated department official if there is a likelihood that such medication could affect job performance and safety.
7. Employees who are convicted, plead guilty, or who plead no-contest for off-duty drug or alcohol involvement may be considered to be in violation of the department's substance abuse policy.
8. All available assistance programs shall be made available to the employee, either at the request of the employee, or as a requirement for continued employment, based on factual evidence of a substance abuse problem.
9. No illegal drugs, alcoholic beverage or liquor shall be brought into, or stored in or on any police department property.
10. Drug testing shall be conducted according to the policies and procedures outlined in the following policy as well as all applicable existing federal and Oklahoma state laws and regulations, written departmental policies, and in accordance with all provisions of the contractual agreement with the bargaining unit. Conditions under which an applicant/employee will be tested are:
  - a. Applicants for employment once a conditional offer of employment has been made.
  - b. For existing employees on the basis of:
    - (1) Reasonable Suspicion;
    - (2) Post-Accident where there is reason to believe there is a potential substance abuse issue;
    - (3) Scheduled, periodic testing in conjunction with any routine medical examination;
    - (4) Post-rehabilitation testing;
    - (5) Random testing.
11. At any time the Bargaining agent, upon request, and within the requirements of applicable regulations and requirements of approved testing facilities, shall have the right to inspect and observe any aspect of the drug testing program with the exception of actual specimen collection and individual test results. The Bargaining agent may inspect individual test results if the release of this information is authorized in writing by the employee involved.
12. Failure to submit to a required drug or alcohol test or having a confirmed positive result of such a test will subject the employee to disciplinary measures as outlined in the current contractual agreement.
13. The acceptable limit for alcohol in the blood stream shall be no greater than .02.
14. The City of Stillwater will pay for all City required drug/alcohol testing as required for the proper administration of this policy.

#### SECTION ONE: DEFINITIONS AS USED IN THIS POLICY

As used in this article:

1. The "Act" means the Standards for Workplace Drug and Alcohol Testing Act of the State of Oklahoma.
2. "Alcohol" means ethyl alcohol or ethanol:



3. "Applicant" means a person who has applied for a position with the City of Stillwater.
4. "Board" means the State Board of Health"
5. "The City" means the City of Stillwater;
6. "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;
7. "Department" means the State Department of Health for the purposes of this policy; otherwise this means the Police Department.
8. "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein;
9. "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products;
10. "Employee" means any member of the police department (for interpretation of this policy only);
11. "Employer" means the City of Stillwater;
12. "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:
  - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and
  - b. does not give an employer discretion to waive the selection of any employee selected under the mechanism;
13. "Reasonable suspicion" means a belief that an employee is using or has used drugs or alcohol in violation of the City's written policy. This belief must be based on objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
  - a. observable phenomena, such as:
    - (1) the physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
    - (2) the direct observation of drug or alcohol use while at work or on duty.
  - b. a report of drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated;
  - c. evidence that an individual has tampered with a drug or alcohol test during his employment with the City of Stillwater, or;
  - d. evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the employer's premises or operating the employer's vehicle, machinery or equipment.
14. "Review officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and

who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information.

15. "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body; and
16. "Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

## SECTION TWO: DRUG OR ALCOHOL TESTING - RESTRICTIONS

An employer may only request or require an applicant or employee to undergo testing under the following circumstances.

1. Applicant testing: The City may request or require a job applicant, upon a conditional offer of employment, to undergo drug or alcohol testing and may use a refusal to undergo testing or a confirmed positive test result as a basis for refusal to hire, provided that such testing does not violate the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C., Section 12101 et seq., and provided that such testing is required for all applicants who have received a conditional offer of employment for a particular employment classification;
2. Reasonable suspicion testing: The City may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee has violated the employer's written substance abuse policy;
3. Post-accident testing: The City may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee or another person has sustained a work-related injury or the employer's property has been damaged as a direct result of the employee's use of drugs or alcohol.
4. Random testing: The City may request or require an employee to undergo drug or alcohol testing on a random selection basis.
  - 4.a During the process of random testing, if a positive test is received, the employee will be contacted by the Medical Review Officer. The employee may then request a re-test be completed. In order to do so, the employee must submit a written request to the Medical Review Officer and send it with a certified check to cover the cost of the test. This fee, which is established by the lab used for drug testing, will be paid by the employee. Upon the request of the employee and specific written agreement, the City will pay the initial cost to have the second test run with the understanding that the amount will be withheld from the employee's next paycheck. Should the re-test return a negative test result, the City will reimburse the employee for the amount of the fee or cancel the agreement for payroll deduction, as applicable.
  - 4.b Upon notification of a positive test result, the employee will meet with the Human Resources Director and the Chief or Assistant Chief. At this time, the employee will be placed on "suspension with pay" for a period of eight (8) calendar days to allow time to request a second test. If the employee fails to provide verification of such request within seven (7) calendar days following this meeting, the employee shall be placed on "suspension without pay" and recommendation for termination proceedings shall commence. It is the employee's responsibility to provide this verification. At all times during this process the employee has the right to union representation and/or to request a hearing, as in any other type of disciplinary procedure.
  - 4.c If the confirmation test is also positive, or if the employee refuses to request a second test, the employee shall be placed on suspension without pay and a recommendation for termination

proceedings shall commence. As stated above, the employee has the right to union representation and/or to request a hearing at any stage of this process.

5. Scheduled, periodic testing: The City may request or require an employee to undergo drug or alcohol testing if the test is conducted as a routine part of a routinely scheduled employee fitness-for-duty medical examination or is scheduled routinely for all members of an employment classification or group and which is part of the employer's written policy.
6. Post-rehabilitation testing: The City may request or require an employee to undergo drug or alcohol testing without prior notice for a period of up to two (2) years commencing with the employee's return to work, following a confirmed positive test, or following participation in a drug or alcohol dependency treatment program under an employee benefit plan or at the request of the employer.

### SECTION THREE: CONFIDENTIALITY OF TESTING RESULTS AND RECORDS - DISCLOSURE OF GENERAL HEALTH INFORMATION PROHIBITED.

1. The City shall maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in those actions taken by the employer or in any action involving the individual tested and the employer or unless such records are ordered released pursuant to a valid court order.
2. The records described in subsection A of this section and maintained by the employer shall be the property of the employer and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. An employer shall not release such records to any person other than the applicant, employee or the employer's review officer, unless the applicant or employee, in writing following receipt of the test results, has expressly granted permission for the employer to release such records or pursuant to a valid court order.
3. A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to:
  1. The general health, pregnancy or other physical or mental condition of the applicant or employee, or
  2. The presence of any drug other than the drug or its metabolites that the employer requested be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the applicant or employee. Provided, however, a testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his or her request.

### SECTION FOUR: DISCIPLINARY ACTION

1. No action, except for a temporary suspension with pay or a temporary transfer without loss of pay, shall be taken by the employer based upon a positive test result unless the test result has been confirmed by a second test using gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by rule of the State Board of Health, at the cutoff levels determined by Board rule.
2. The City may take disciplinary action, including termination, against any employee who refuses to undergo drug or alcohol testing conducted in accordance with the provisions of this article.
3. The unlawful sale, possession, manufacture, distribution, dispensation, use of purchase of drugs or alcoholic beverages on the City's premises or during work hours is grounds for discharge.

4. Reporting to work impaired or under the influence of drugs or alcohol as defined in this article is grounds for discipline up to and including discharge.
5. An employee whose test results show the presence of alcohol or drugs as defined in this article in excess of those limits set by rule of the State Board of Health shall be subject to discipline, including discharge. In the event of such test results, the employee shall have the opportunity to have additional testing done on the sample and shall have the opportunity to explain the results.
6. In addition to some form of discipline, the City may mandate that an employee enter a rehabilitation program as a condition of maintaining employment in the event of a positive drug or alcohol test. The employee may use the Employee Assistance Plan for referrals, may use sick and annual leave for the period of rehabilitation and make full use of the City's insurance plan. A treatment plan will be developed with the employee's health care professional and the failure to abide by that plan will result in further disciplinary action, including discharge.
7. An employee who voluntarily advises the employer of a problem with drugs or alcohol shall be referred to the City's Employee Assistance Plan and shall through that process, obtain referrals for treatment. Sick and annual leave may be used to obtain treatment if necessary. No discipline shall be imposed upon an employee who voluntarily submits himself for treatment (except when an illegal act is committed), but the City may require subsequent testing in accordance with Section Two, Paragraph 6 of this article, require full compliance with a treatment plan developed by the city in conjunction with the employee's health care professional. Failure to abide by that plan and/or to submit to periodic follow-up testing will result in disciplinary action, including discharge.

## **ARTICLE 26**

### **TRAINING**

Section 1. In consideration for the need for each officer to attain and maintain a high standard of marksmanship with the issued sidearm, the department will hold no less than (3) non-qualifying, voluntary practice shoots per year which will be supervised by a trained instructor.

Section 2. In consideration of the need for each officer to attain and maintain a high standard of proficiency with a department approved shotgun and/or rifle, the department will hold a minimum of one (1) non-qualifying practice shoot per year, which will be supervised by a trained instructor.

Section 3. Law Enforcement Driver's Training will be conducted in accordance with SOP 302.

## **ARTICLE 27**

### **PURCHASE OF CURRENT STATUTE BOOKS**

Section 1. The City will provide each member of the Bargaining Unit holding the rank of Police Officer, Master Police Officer or Sergeant with a current copy of the Oklahoma Vehicle, Criminal, Alcohol, Tobacco & Drug and Boating Laws. Each officer will receive a new edition each year, based on availability of books.

Section 2. If the City maintains internet connection at all workstations (i.e. patrol cars, desks, etc.) and provides detailed legal updates after each legislative session, then the City may forego the purchase of books for the ranks of Police Officer and Master Police Officer I and II. However, the City will provide a current copy to any newly hired officer for training purposes. Under this exception, Sergeants, the jail, and the patrol report writing area will still be provided current books each year for the reference ability of all officers.

Section 3. The City will provide each member of the Bargaining Unit holding the rank of Lieutenant with a current copy of the Oklahoma Criminal Law Statutes and Rules. Each Lieutenant will receive a new edition each year, based on availability of books.



## **ARTICLE 28**

### **LEAVES**

#### **Section 1 Annual Leave**

All full-time employees shall begin accruing annual leave beginning with the first month of employment. Annual leave shall be accrued on a bi-weekly basis and increases in the rate of accrual will occur after the employee has completed five, ten, fifteen, and twenty years of service. The following chart indicates the amount of annual leave that accrues for members of the bargaining unit.

<u>Years of Service</u>	<u>Bi-Weekly Accrual</u>	<u>Yearly Total*</u>	<u>Maximum Limit</u>
0 - 4	3.08	80.08	185
5 - 9	3.70	96.20	200
10 - 14	4.62	120.12	225
15 - 19	5.53	143.78	250
20 - Over	6.16	160.16	275

#### **Scheduling**

Employees will present annual leave requests to their immediate supervisor. When scheduling annual leave, the supervisor will consider staffing levels needed for his unit, the seniority of employees, and the employee's preference for annual leave.

#### **Leave Sharing**

The leave sharing program is designed to permit City employees to donate annual leave to a fellow employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the fellow employee to take leave without pay.

Leave sharing will be allowed when the receiving employee has exhausted, or will soon exhaust, all annual leave and sick leave due to the extraordinary or severe condition. The donating employee may donate any amount of annual leave, provided the donation does not cause their annual leave balance to fall below eighty hours.

Any shared leave not used by the recipient shall be returned to the donor. Unused shared leave will be divided proportionately among the donors. All donated leave must be given voluntarily and only annual leave can be donated.

The receiving employee will continue to accrue annual leave and sick leave while on donated leave time. That leave will be used prior to any donated leave.

All accrued, unused annual leave will be paid in a lump sum payment upon termination of employment.

#### **Section 2 Sick Leave**

All member of the bargaining unit shall accrue sick leave from their first day of employment. Sick leave shall be accrued at the rate of 3.70 hours per bi-weekly pay period, resulting in an annual accrual of 96.2 hours.

Employee may accumulate a maximum of 1,000 hours of sick leave. Employees who have accrued the maximum 1,000 hours of sick leave will be eligible to accrue an additional 96.2 hours throughout the year. No part of those 96.2 hours will be carried forward to the following year; however, any unused portion of those 96.2 hours will be placed in a "catastrophic leave bank". An unlimited number of hours may be placed in the catastrophic leave bank. Should an employee have an illness, he may draw from the catastrophic leave bank after all other paid leaves are exhausted. Unused hours in the catastrophic leave bank will not be eligible for sell back upon separation from employment.

In order to qualify for sick leave payment, an employee should notify his/her immediate supervisor or other member of his/her chain of command prior to the start of his/her regularly scheduled reporting time.

An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including termination.

In addition to the employee's own health, sick leave may be granted for medical, dental, or optical appointments that are scheduled during working hours. Sick leave can be used for non-job related medical or disability leave, maternity/paternity leave, family illness, temporary total disability, or funeral leave.

Employees covered by this bargaining agreement with five or more years of service who resign or retire may sell back a portion of their unused sick leave according to the following schedule:

- After five years of employment – 10%
- After ten years of employment – 12.5%
- After fifteen years of employment – 15%
- After twenty years of employment – 25%
- After twenty-five years of employment – 30%
- After thirty years of employment – 35%

### Section 3 Medical/Disability Leave (Non Job Related)

An employee who, because of illness, injury, or pregnancy, is incapable of performing their job may, upon request, be granted a leave of absence not to exceed twenty-six weeks. The employee shall supply management with documentation from a physician stating the necessity for such absence.

Medical/disability (non job related) shall be defined as any illness, injury, or pregnancy that continues past one pay period (fourteen calendar days).

Seniority, annual leave, and sick leave will continue to accrue during periods of paid disability leave. Insurance coverage may be continued during an approved, unpaid leave of absence without pay, provided the employee pays the premium.

No employees absent from work as a result of an illness or injury shall be engaged in any off duty employment or any activity that would prolong the employee's absence or decrease their chances for a complete recovery. Violations may result in a loss of paid leave benefits or other disciplinary actions.

Upon notification to the Chief of Police of an employee's illness or disability, accrued sick leave may be used for the time of the actual disability. The Chief of Police shall grant an employee the use of annual leave and/or compensatory time when all sick leave has been exhausted. When all sick leave, annual leave, and comp time has been exhausted, the employee will be removed from the payroll and placed on leave without pay for a period not to exceed twenty-six weeks, dating from the last day paid.

An employee must furnish a medical release from their doctor before returning to work. An employee returning to work from a disability leave will be restored to their former position, at the same step and pay grade, if still qualified to perform those duties. If the employee is unable to perform their former duties, every attempt will be made to accommodate and place the employee into a position of like status and pay for which the employee is medically qualified and able to perform.

Another employee may replace an employee who is unable to return to full duty after twenty-six weeks of leave due to an illness or injury in their job. Prior to separation, an employee who is unable to return after twenty-six weeks of leave may be granted an additional twenty-six weeks of unpaid medical/disability leave. The decision to grant an extension will be based on supportive medical information, prognosis for recovery, work history of the employee, and other relevant information. The Chief of Police must approve any extensions, after consultation with the Human Resources Director and the City Manager.

### Section 4 Maternity/Paternity Leave

An employee who has worked for the City for a minimum of six months is entitled to three months of maternity/paternity leave to care for infant children, as long as the employee plans on returning to work at the end of the leave. Annual leave, sick leave, and/or compensatory time may be used during the leave period and once these are exhausted, any remaining time off will be without pay.

An employee has the right to return to their former job or a comparable position at the end of the maternity/paternity leave. Two weeks prior to the planned date of return to work, the employee must inform their supervisor and the

Human Resource Department of their intent to return to work. Failure to return to work at the end of the maternity/paternity leave will be considered a voluntary resignation.

#### Section 5 Jury Duty

Employees who are required to serve as jurors shall be granted time off with pay to serve in that capacity. An employee serving as a juror shall present a summons or subpoena from the Court, to their supervisor and, at the conclusion of the duty, a signed statement from the Clerk of Court showing the actual dates of attendance in court.

An employee subpoenaed to testify in any matter not directly related to their duties as a City employee shall not receive their regular salary, but may use annual leave, compensatory time, or be granted a leave of absence without pay.

#### Section 6 Military Leave

The bargaining agent and management agree that the provisions of the Uniformed Services Employment and Reemployment Act (USERRA), and all Federal and Oklahoma State Statutes related to Military Service and Military Leave will be recognized and afforded to all bargaining members who are U.S. armed forces, national reserves, or National Guard members. Any military duty that exceeds the eligible member's military leave balance may be taken as annual leave, compensatory time, or unpaid leave of absence.

Military leave is to be used for official military duties that include but are not limited to annual training, inactive duty for training, mobilizations, active duty for training, etc.

Members of the bargaining unit shall make every effort to submit military leave requests as early as possible. For regularly scheduled training, members of the bargaining unit should submit leave requests (orders, memos, letters, or affidavits must be submitted through their immediate supervisor with military leave request) at least one week prior to the start of the training. For non-scheduled alerts or mobilizations, members shall submit leave requests as soon as possible.

### **ARTICLE 29** **RESTRICTED DUTY ASSIGNMENTS**

#### Section 1. Reporting Injuries

An accident involving injury, regardless of the extent, arising out of and in the course of employment shall be reported by the employee to his/her supervisor or Department Head as soon as possible, but before or by the end of the work shift during which such injury occurred. Failure to do so, or to follow Worker's Compensation Procedures, may be reason for denying any resulting "on the job" injury claims against the City.

An accident report must be filed in the Assistant City Manager's office within 24 hours of the occurrence. The filing time will be adjusted for weekend and holiday occurrences.

An employee who is injured on the job shall be provided with immediate first aid treatment. The supervisor or Department Head will be responsible for determining the extent of medical attention that may be required for the injured employee.

#### Section 2. Temporary Total Disability Benefits

An employee who incurs a disability which can be logically and medically proven to be the direct result of an accidental injury arising during the course of employment with the City shall be entitled to all benefits provided by the Oklahoma State Workers' Compensation Law and the Oklahoma Police Pension and Retirement System.

The amount of benefits that an employee may be entitled to receive during a period of temporary total disability (TTD) will be paid in accordance with the Oklahoma State Workers' Compensation Act and the Oklahoma Police Pension and Retirement System. Employees may use sick or annual leave to make up any difference between what they receive from TTD benefit payments and their regular salary (net pay).

#### Section 3. Provisions

Seniority, annual leave, and sick leave will continue to accrue during periods of job related disabilities and injury leave. Insurance coverage will continue during periods of job related disabilities and injury leaves.

If an employee does not return to work after receiving a return to work release by a licensed physician or if the employee does not provide a medical report that would vary from that of the releasing physician, he/she will be deemed to have resigned from the City after any unexcused absence of three (3) working days.

Any employee who receives payment for work performed for any employer other than the City of Stillwater while on Temporary Total Disability will be subject to disciplinary action, including termination. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on Temporary Total Disability. This provision does not apply when the off-duty work is approved through normal departmental procedures and meets restricted medical requirements.

#### Section 4. Restricted Duty Assignments

The FOP and management recognize the benefit of an injured member returning to work as soon as possible following an on the job injury. Once the injured member's doctor releases the member for partial or restricted duty, the member shall report to their immediate supervisor such release and provide a copy of the release stating the detailed restrictions under which the doctor has released them.

The supervisor shall then forward the release through the chain of command where management will do everything reasonable to try and provide work for the member which is within the member's regular job description. If a restricted duty assignment is not available, the member will remain on pension leave, TTD, sick leave, or a combination thereof, as applicable. If such restricted duty is available, the member shall return to work in a restricted duty capacity within 48 hours if the member is working their regular duty schedule.

Restricted duty assignments may be assigned as necessary regardless of the members "regular" duty schedule. An effort to maintain the members regular shift and days off will be made, but scheduling work at times necessary to accommodate restricted duty may be required. If a shift other than the member's normal duty hours is assigned, the member will be provided a written notice as to why their regular hours can not be worked and then given up to seventy-two hours to make personal arrangements.

A member who is assigned restricted duty will be allowed to attend training while on restricted duty as long as the training falls under the restrictions which the doctor has released them.

Such Restricted Duty assignments are only for a temporary period of time and no expectations can be made that the City will permanently modify essential job functions or make temporary assignments permanent.

### **ARTICLE 30** **LONGEVITY**


Section 1. The City of Stillwater shall have a longevity pay system for eligible unit members who have completed a minimum of five (5) years of continuous and uninterrupted service as a Stillwater Police Officer.

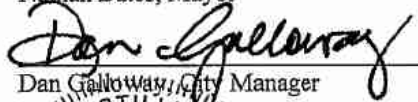
Section 2. Longevity shall be paid as an annual lump sum payment on the pay period that includes December 1<sup>st</sup>. The annual Longevity payment shall be determined by an individual's years of service as of December 1 and shall be based on the following schedule:

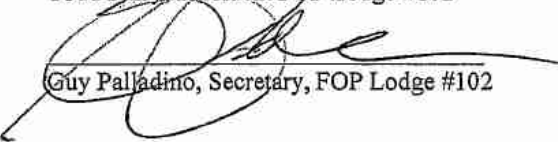
Less than five (5) years of service -	\$0
After five (5) years of service -	\$300
After eight (8) years of service -	\$600
After twelve (12) years of service -	\$900
After seventeen (17) years of service -	\$1200
After twenty (20) years of service -	\$1500



The City of Stillwater and Lodge #102, for the F.O.P. agree to the terms within this contract for fiscal year 2011-2012.

  
\_\_\_\_\_  
Nathan Bates, Mayor

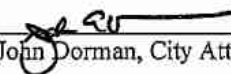
  
\_\_\_\_\_  
Todd Parry, President FOP Lodge #102

  
\_\_\_\_\_  
Dan Galloway, City Manager

  
\_\_\_\_\_  
Guy Palladino, Secretary, FOP Lodge #102

  
Attest:  
  
\_\_\_\_\_  
Marcy Alexander, City Clerk

Approved as to form and legality this 22 day of August, 2011.

  
\_\_\_\_\_  
John Dorman, City Attorney



**Appendix A**

<b>Medical/Rx Plan</b>	<b>Plan A</b>		<b>Plan B</b>	
	<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Deductible (Single/Family)</b>	\$500/\$1500		\$250/\$750	
<b>Co-Insurance</b>	80%	60%	90%	70%
<b>Out-of-Pocket Maximum</b>	\$2,000/\$6,000		\$900/\$2,700	
<b>Office Visit Copay</b>	\$25	deductible, 60%	\$20	deductible, 70%
<b>ER Copay (non-emer use)</b> <i>ER services are then subject to deductible and co-insurance.</i>	\$150	\$150	\$100	\$100
<b>Wellness/Preventive</b>	100%	Deduct. 60%	100%	Deduct., 70%
<b>In-Patient Copay</b> <i>In-patient services are then subject to deductible and co-insurance.</i>	\$100	\$100	No copay	No copay
<b>Out-Patient Surgical Copay</b> <i>Out-patient services are then subject to deductible and co-insurance.</i>	\$100	\$100	No copay	No copay
<b>Network Rx Copays:</b>				
<b>Generic</b>	\$8		\$7	
<b>Brand Formulary</b>	\$20		\$15	
<b>Brand Non-Formulary</b>	\$35		\$30	
<b>Specialty</b>	\$100			
<b>FY 11-12 Premiums (monthly):</b>				
<b>Employee</b>	\$37.47		\$98.55	
<b>Employee + Spouse</b>	\$88.59		\$232.99	
<b>Employee + Child(ren)</b>	\$71.12		\$187.04	
<b>Employee + Family</b>	\$119.07		\$313.16	