

SHAWNEE POLICE ASSOCIATION

LOCAL #3

AFL-CIO



2012-2013

COLLECTIVE BARGAINING AGREEMENT

WITH THE
CITY OF SHAWNEE

Delivered to Jason Crouch 6-20-12

ARTICLE 1

PREAMBLE

Section 1. This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 1. The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2. The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 3. Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 4. Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 5. Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 1. The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 2. This Agreement shall be effective as of the 1st day of July, 2012, and shall remain in full force and effect until the 30th day of June, 2013, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 2. The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 3. Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 1. All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 2. No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 3. Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 4. Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 5. All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6. An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 7. Review boards shall function under the authority of the Chief of Police.

Section 8. Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 9. The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 10. Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 11. The accused officer shall receive advance notice a minimum of 48 hours prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 12. The accused officer shall be granted an extension of up to 72 hours upon written request presented to the Chief of Police, or his/her designee.

Section 13. The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 14. The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 15. The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A.. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 16. The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 17. No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 18. The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 19. The Chief of Police shall designate the chairperson for the review board.

Section 20. The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 21. The review board process shall be conducted under Robert's Rules of Order.

Section 22. The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 23. All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 24. The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 25. The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 26. The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 27. The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 28. The review board shall have the authority to inquire of any witness testifying before the board.

Section 29. The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 30. At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 31. All actions of the review board shall be determined by majority vote.

Section 32. Three review board members must be present to establish a quorum, and convene the board.

Section 33. After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 34. The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 35. The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 36. No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 37. All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 38. Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 39. The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 1. All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 2. When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

ARTICLE 8

SENIORITY

Section 1. Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 2. Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 3. With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 4. Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 5. In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 6. All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 1. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 2. After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 3. After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 4. After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 5. The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 6. The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 7. The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 1. The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 1. All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 2. An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 3. Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 4. Officers, with consent of the Police Chief, may elect the option to accumulate one hundred twenty (120) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 5. The normal workday or shift shall consist of eight (8) continuous hours for Police Officer and Corporal ranks. The normal workday or shift shall consist of ten (10) continuous hours for Patrol Lieutenants and Sergeants. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 6. Police Officer rank and Corporal rank officers shall be allowed to take a forty-five (45) minute lunch break. Police Officers and Corporals shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift. Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Lieutenants and Sergeants (working 10 hour shift schedule) will be allowed to take a one hour lunch break. Lieutenants and Sergeants will be allowed two twenty (20) minute rest breaks during the shift. Every effort will be made by the City to see that the Lieutenants and Sergeants receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 7. Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 8. Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 1. If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. If in either instance it becomes necessary for an officer to use his/her privately owned vehicle, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND REPLACEMENT POLICIES AND ALLOWANCES

Section 1. Each officer of the Shawnee Police Department shall be allocated one thousand (\$1,000) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Section 2. Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers hired after the clothing and cleaning allowance has been allocated will also receive the one thousand (\$1,000) dollars; provided, however, no officer shall receive more than one thousand (\$1,000) dollars during the fiscal year.

Section 3. Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 1. The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chief's written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.

e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.

f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.

g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.

h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.

j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 4. All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 5. It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 1. All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 2. The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 3. The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 4. An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 5. No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 6. Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 7. Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 8. Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 1. All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 2. Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 3. Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 4. Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 1. Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 2. An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 3. In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 4. Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 5. To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers may, at their option, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

ARTICLE 18

MILITARY LEAVE

Section 1. Military leave shall be granted to eligible officers as provided by State Statutes.

- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
- b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 1. All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 2. When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 3. The officer must notify the Personnel Director within seven (7) days after the initial treatment by any physician other than the designated City physicians.

Section 4. An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 5. Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 6. Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Chief of Police shall determine whether a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Police Department, Municipal Court, or Emergency Operations and it is within the restrictions set by the employee's physician, the officer shall be required to accept the position. If a position is available outside the Police Department, Municipal Court, or Emergency Operations, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form .listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Police Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 7. Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 1. The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to contribute the following amounts (per month) toward insurance coverage for fiscal year 2012-2013:

Employee:	\$291.35
Employee/Spouse	\$522.62
Employee/Child(ren)	\$456.09
Family:	\$654.89

Section 2. The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$20,000
Accidental Death	\$20,000
Dismemberment, up to	\$20,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 1. Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officers educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Monthly Rate</u>
32	\$20.00
66 (or Associate Degree)	\$40.00
90	\$60.00
24 (or Bachelor's Degree)	\$80.00

The above incentive shall be included in the second pay period of each month.

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 2. Tuition Assistance – Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 1. Firearms Proficiency Incentive - The City agrees to compensate officers firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	85% - 90%	\$.15
8. Sharpshooter	95% - 100%	.25

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during a specified week in September, and shall be conducted at the City of Shawnee Pistol Range. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City shall provide officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided with ammunition for two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish each officer with one hundred (100) rounds of practice ammunition per month for their qualified duty weapon.

Section 2. Field Training Officers will receive an additional one-half (.5) hours of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 1. To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 2. Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.19
5	.21
6	.24
7	.26
8	.28
9	.31
10	.33
11	.35
12	.37
13	.40
14	.42
15	.44
16	.47
17	.49
18	.51
19	.54
20	.56
21	.58
22	.60
23	.63
24	.65
25	.67

Section 3. Longevity shall be included with the regular base wages and paid biweekly.

Section 4. The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 1. All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 2. The following indicates both the classification and pay range of the positions covered by the Agreement:

<u>Classification</u>	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 3. Upon completion of 6 months satisfactory service probationary officers shall be advanced to Step B. Upon satisfactory completion of the 12-month probationary period officers shall be advanced to Step C. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

ARTICLE 25

PROHIBITION OF STRIKES

Section 1. It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 2. Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 3. Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

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

Section 2. All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

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

ARTICLE 27
ALCOHOL & CONTROLLED SUBSTANCE
TESTING POLICY AND PROCEDURES

Section 1. Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 2. Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 3. Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended (“the Act”) and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 4. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 5. For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee’s person or in the employee’s vicinity,
- b. Conduct on the employee’s part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 6. Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 7. Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 8. Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 9. Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 10. Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 11. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 12. Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 13. Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 14. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 15. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 16. Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 17. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

17.1. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

17.2. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

17.3. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation, and the City will protest any application for unemployment benefits.

Section 18. Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 19. Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

19.1. Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors before beginning work.

19.2. Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this Policy.

19.3. Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this Policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING, PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

ARTICLE 28

POSITION OF CORPORAL

Section 1. Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 2. Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 3. The rank of Corporal shall be deemed a non-supervisory rank. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the Step A rate for Sergeants as outlined in Addendum "A."

ARTICLE 29

PROMOTION POLICY

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 2. It is the purpose of this procedure to assure all employees 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.

SECTION 3. The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 4. Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 5. After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 6. The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 7. Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 8. The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 9. The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 10. The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 11. The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 12. The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 13. The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 14. All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 15. Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 16. Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 17. Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 18. All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 19. Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay will be determined by the officer moving to the first step in the pay scale for the newly acquired rank.

SECTION 20. In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 1: The take-home-vehicle program increases the number of police units available to respond to the scenes of *reported* crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 2: Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not to be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 3: Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 4: Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 5: Condition of Vehicles: Prior to issue, an inventory/inspection of all city-owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 6: Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius of the Shawnee City Hall. The Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 7: Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

1. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 1. Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 2. Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A
HOURLY BASE RATE
EFFECTIVE JULY 1, 2012

	Start	6 months	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
	1	2	3	4	5	6	7	8
Officer	15.95	17.40	18.84	19.44	19.99	20.57	21.14	22.04
Corporal	22.34		22.89	23.48	24.06			
Sergeant			25.37	26.15	26.95			
Lieutenant			28.55	29.42	30.30			
Captain			32.03	32.91	33.76			

IN WITNESS WHEREOF, the parties have set their hands this 18th day of
June, 2012.

CITY OF SHAWNEE, OKLAHOMA,
A Municipal Corporation

City Manager




(SEAL)

ATTEST:



City Clerk

INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, LOCAL #3


President / Chief Negotiator
Vice-President