

**AGREEMENT BETWEEN**  
**THE CITY OF GLENPOOL, OKLAHOMA,**  
**A MUNICIPAL CORPORATION**  
**AND THE FRATERNAL ORDER OF POLICE**  
**LODGE 133**  
**FISCAL YEAR 2019-2020**

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## ARTICLE I

### PURPOSE OF AGREEMENT

It is the intent and purpose of this Collective Bargaining Agreement (“Agreement”), entered into by and between the CITY OF GLENPOOL, OKLAHOMA, hereinafter referred to as “Employer” and LODGE NO. 133, FRATERNAL ORDER OF POLICE, hereinafter referred to as “Lodge,” to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. Employer agrees to furnish sufficient copies of the Agreement to the Lodge that the Lodge will be able to distribute a copy to each Employee now employed or employed during the term of the Agreement, one to the Lodge and one to the Chief of Police and his designated assistant. Employer will retain a copy.

## ARTICLE II

### AUTHORITY AND TERM

Section 1. The Employer and the Lodge have, by these presents and in accordance with the Fire and Police Arbitration Act, 11 O.S. §§ 51-101 – 51-113, reduced to writing this Collective Bargaining Agreement (“Agreement”) resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall become effective on the first day of July 2019 and shall remain in full force and effect until midnight, June 30, 2020. Notwithstanding this provision regarding the term of the Agreement, the parties acknowledge that the Employer must comply with the Constitution of the State of Oklahoma and State statutes in all matters dealing with budgets and expenditures. The Employer must comply with 11 O.S. § 17-201 *et seq.* specifically, providing for the appropriation of moneys by the Employer’s governing body (the Glenpool City Council). The parties herein agree that all portions of this Agreement are subject to the appropriation of adequate and sufficient funds for which adoption must be considered by the governing body of the Employer prior to adoption of the Employer’s 2018-2019 Fiscal Year budget.

Section 3. Whenever wages, rates of pay, or any other matters requiring appropriation of monies by the Employer are included as a matter of collective bargaining, it shall be the obligation of the Lodge to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days prior to the last day on which monies can be appropriated by the Employer to cover the Agreement period which is the subject of the collective bargaining procedure, except as set out in Section 2 above.

Section 4. It shall be the obligation of the Employer and the Lodge to meet at a reasonable time and confer in good faith with representatives of the Lodge and Employer ten (10) days after receipt of written notice from the Lodge or the Employer requesting a meeting for purposes of collective bargaining.

Section 5. In the event the Lodge and the Employer are unable, within thirty (30) days from, and including the date of the first meeting, to reach an agreement, all unresolved arbitrable issues may be submitted to arbitration at the request of either party, provided that the parties agree not to do so long as they continue to negotiate in good faith.

Section 6. In the event of any unanticipated change in state law or regulations or circumstances external but applicable to this 2018-2019 fiscal year Agreement that would potentially alter any terms or conditions of this Agreement, the Employer agrees to negotiate any such items and, if a change results, such change will be memorialized by memorandum of understanding without amending this Agreement.

## ARTICLE III

### RECOGNITION

Section 1. Employer agrees that in accordance with 11 O.S. 51-103 of the Fire and Police Arbitration Act ("F.P.A.A.") of the State of Oklahoma, the Employer and the Lodge are the only parties which may legally and appropriately confer, negotiate and enter into agreements on behalf of the Employer and the Lodge on matters which relate to wages, hours and other conditions of employment as provided in the F.P.A.A.

## ARTICLE IV

### GRIEVANCE PROCEDURE

Section 1. The Lodge or any Employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his designated representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 3. Any controversy between the Employer and the Lodge or any Employee concerning the interpretation, enforcement or application of any provision of this Agreement or concerning any of the terms or conditions of employment contained in this Agreement ("alleged occurrence" being the incident or dispute giving rise to the controversy) shall be adjusted in the following manner:

First Step: An Employee believing himself to be aggrieved shall first discuss the matter with his designated Lodge Representative.

Second Step: If the Employee and his Lodge Representative believe the grievance to be well founded, such grievance shall be presented to the Chief of Police or his designated Representative within ten (10) business days of the alleged occurrence giving rise to the grievance. Chief of Police shall provide a response within ten (10) business days from receiving the grievance. All matters within the First Step and Second Step may be presented and responded to orally or in writing.

Third Step: If the grievance is not satisfactorily resolved in the Second Step, the Employee may, within ten (10) business days of receiving the Chief of Police or designee's answer in the Second Step, be orally presented by the Employee and the Lodge Representative to the Chief of Police and the City Manager or his designee. An oral response shall be provided within ten (10) business days of this meeting.

Fourth Step: If the grievance is not resolved in the Third Step, a formal written grievance directed to the City Manager, or his designee, shall be presented within ten (10) business days of the oral response provided in the Third Step. The City Manager, or his designee, shall have ten (10) business days to provide a written response to the formal written grievance.

Fifth Step: If the grievance is not satisfactorily resolved in the Fourth Step, the Lodge shall notify the City Manager, or his designee, in writing within

ten (10) business days after receipt by the Lodge Representative of the foregoing written response from the City Manager, or his designee, that the grievance is either being withdrawn or that the Lodge desires to proceed to arbitration. If the grievance is withdrawn, the process shall conclude at this Fifth Step.

**Sixth Step:** If the matter is to proceed to arbitration, the City Manager, or his designee, shall submit the answer provided in Step Four, in writing, to the Police Chief, the Employee(s) involved, and the Lodge Grievance Committee within ten (10) business days following the Notice required by the Fifth Step. If the City Manager and the Lodge Grievance Committee have not settled the grievance within that time, it shall be submitted to arbitration as follows:

1. The parties shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
2. Within ten (10) business days from the receipt of such list, a representative of the Lodge and the Employer shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The Employer shall strike the first name.
3. Either party may notify FMCS and, through FMCS, the person selected as the impartial arbitrator of their selection no later than ten (10) business days after the selection.
4. The date for the arbitration hearing shall be set within ten (10) business days from the date the arbitrator is notified of his selection; provided that any delay resulting from action or inaction of the arbitrator and due to no fault of either party shall be excused.
5. Within twenty (20) business days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.
6. With respect to the interpretation, enforcement or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be deemed final and binding on the parties to this Agreement.
7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement or amendment hereto. 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 hereof. This shall not preclude individual wage grievances.

8. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

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; provided that delays caused by the arbitrator, as provided by paragraph 4 of the Sixth Step, shall be excused.

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

## ARTICLE V

### WAGE SCHEDULE

Section 1. The parties agree that the wages for Fiscal Year 2019-2020 shall be as follows:

#### **FY2019-2020 Wage Schedule**

	Step 1	Step 2	Step 3	Step 4
Police Officer	\$18.60	\$20.30	\$21.99	\$22.55
Master Patrolman	\$23.42	\$24.04	\$25.59	\$26.50
Corporal	\$27.82	\$28.68	\$29.74	\$30.33
Sergeant	\$31.87	\$32.51	\$33.16	\$33.82
Lieutenant	\$34.44			

#### Rules for Administering the Wage Schedule:

The Employee's "step anniversary date" for purposes of step advancement eligibility, as used in this Contract, is the day and month established when an Employee is placed into a new pay grade as the result of hire, promotion, or reduction in rank. At each Employee's step anniversary date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

**Increases shall be effective on the first full biweekly pay period on or after the effective date, as follows: FY19-20 Wage Schedule effective on July 11, 2019.**

Members who are promoted in rank, shall be paid at the lowest step of the pay grade to which the Member is promoted, provided that such step must be at least three (3) percent per hour over the Member's preceding rank and grade.

Section 2. Employees who are assigned to work shifts other than standard day shift shall be entitled to monetary compensation based on their shift assignments. Employees who are required to work a minimum of three (3) shifts other than their regularly assigned shift per pay period, shall be entitled to receive the higher differential. Differential paid will be as follows:

<b>Day shift</b>	<b>0645 to 1445</b>	<b>No differential paid</b>
<b>Evening Shift</b>	<b>1445 to 2245</b>	<b>\$32.00 per pay period</b>
<b>Split Shift</b>	<b>1900 to 0300</b>	<b>\$40.00 per pay period</b>
<b>Midnight Shift</b>	<b>2245 to 0645</b>	<b>\$52 per pay period</b>

Section 3.      Longevity Pay. Commencing at the beginning of an Employee's ninth year of service (*i.e.*, upon completion of eight full years of service from the Employee's hire date), Employer will pay each Employee longevity pay as follows:

\$.05 x 80 (hours per pay period) x 8 through 12 (years of service) =

\$32.00 per pay period for 8 years of service; payable in 9<sup>th</sup> year

\$36.00 per pay period for 9 years of service; payable in 10<sup>th</sup> year;

\$40.00 per pay period for 10 years of service; payable in 11<sup>th</sup> year;

\$44.00 per pay period for 11 years of service; payable in 12<sup>th</sup> year;

\$48.00 per pay period for 12 years of service; payable in 13<sup>th</sup> year;

\$.10 x 80 (hours per pay period) x 13 years of service through retirement =

\$56 per pay period for 13 years of service; payable in 14<sup>th</sup> year;

Additional \$8 per pay period for each additional year of service; payable in immediately following year, provided that payments will discontinue upon retirement (or other termination)

Section 4. Effective the first pay period in January 2018, each patrol squad will have at least one Sergeant and two Corporals assigned to the regular patrol staff. The Criminal Investigation Division will have at least one Sergeant.

Section 5. In situations where there are no ranking supervisors on a given shift, the senior officer on that shift shall be deemed the "shift supervisor." As such he or she shall be compensated at the pay rate of Corporal I for all hours worked under those conditions.

Section 6. Members of the Bargaining Unit who obtain an Intermediate Certification or an Advanced Certification from the Oklahoma Council on Law Enforcement Education and Training shall be compensated at the following rates:

<b>Intermediate Certification</b>	<b>\$30/month</b>
<b>Advanced Certification</b>	<b>\$60/month</b>

## Section 7. Minimum Manning Trial Program

A. The City agrees that each patrol shift shall be manned with a minimum of three officers under the following conditions:

1. Union agrees that a supervisor, defined as a Sergeant or Corporal, will be on duty during the shift whenever possible. Effective January 1, 2020, a Supervisor, must always be on duty during the shift. In the event the Chief determines it is necessary, the City and Union agree to cooperatively change the schedule, prior to the shift bidding process for the January 1<sup>st</sup> shift change in order to allow staggered supervisory days off on each shift. This

Supervisor shall be counted toward the minimum manning throughout the trial period.

2. Shift Sergeants shall be responsible for maintaining their shift schedule and the required minimum staffing. If the shift Sergeant is unavailable the shift Corporal assumes this responsibility.
3. All requests for days off under Article VII and Article IX must be signed off by the Shift Sergeant, or in the event the shift Sergeant is unavailable the shift Corporal, and the Chief of Police, or his designee. Vacation and Comp time requests will not be approved if they would cause the minimum manning to fall below three; unless:
  - i. An officer can be moved from another shift without causing that shift to fall below minimum manning; and
  - ii. The officer can be reassigned shifts without incurring premium pays, defined as: Call Back Pay, Shift Change (24-hour notice) Pay, Shift Change (Time between shifts) Pay; and
  - iii. The Chief, or his designee, agrees to the request. The FOP agrees that approval by the Chief or his designee is on a “case-by-case” basis and does not constitute past practice.
4. All requests for Sick Leave shall be in accordance with contract and shall be approved by the shift Sergeant, or in their absence the shift Corporal.
5. In recognition of the potential difficulties faced by permanent or semi-permanent shift changes outside of the shift bidding process, the City, when practical, will provide Employees two weeks’ notice of such changes.
6. The City and Union agree that dispatching an officer outside the City for routine prisoner transport, emergency orders of detention, etc. is anticipated during the shift under the trial period and that these officers shall count towards the minimum manning on the shift.
7. The City reserves the right to revoke minimum manning, at the shift level, if a shift’s available staffing falls below five personnel due to the following events:
  - i. Military leave of more than fourteen days;
  - ii. An officer is placed on administrative leave;
  - iii. Termination or resignation of an officer;
  - iv. Worker’s comp or other medical leave of more than fourteen days.

If the minimum manning levels are revoked the Chief will notify the City Manager and the Union President in writing (email is appropriate) of the revocation, the reason(s) for it, and an approximate timeframe, if known, when the triggering event will end.

B. The City and Union agree this minimum manning section will be in effect for a trial period only. The trial period will go into effect July 1, 2019 or the approval of both parties, whichever is later. The trial period will expire June 30, 2020 at midnight. Changes to Article VII, Sections 5 and 6 regarding the increase of minimum staffing from two to three will also expire at the end of the trial period.

C. The City and Union agree that creation of this trial period will not be automatically included in any future contracts unless both parties agree.

D. The City and Union agree that no policies, practices or decisions made by the City as a result of implementing this trial period will be considered as past practice.

## ARTICLE VI

### HIRING, TRAINING AND PROMOTIONAL PROCEDURES

#### HIRING

Section 1. All applicants for employment within the City of Glenpool Police Department will be considered on a non-discriminatory basis and further, shall be considered in accordance with the Americans with Disabilities Act and Title VII of the Civil Rights Act. Employees selected for employment within the City of Glenpool Police Department by the properly designated official shall be covered by this Agreement in accordance with the provisions set forth herein.

Section 2. All Employees newly hired as Police Officers, including those already working for the City in another capacity, for the Glenpool Police Department shall be considered new hires and shall commence employment as probationary Employees without seniority.

Section 3. Selection of applicants to fill a vacancy will be at the sole discretion of the City Manager.

#### PROMOTIONAL PROCEDURES

Section 1. Vacancies within the department that constitute a promotion shall be filled per Police Department policy.

Section 2. All decisions and findings made in accordance with the policy shall be subject to review as set out in the Grievance Procedure Article of this Agreement.

#### TRAINING

Section 1. The Employer will exercise its best efforts to assist all Employees in attending their selected CLEET course.

Section 2. If two or more Employees select the same CLEET training and due to manpower or course attendance or course attendance permits, the Chief, or his designee, shall decide which Employee will attend.

Section 3. All officers will be required to attend a minimum of 40 hours CLEET continuing education training a year. In addition, officers will be required to attend one CLEET legal update a year.

Section 4. Officers shall select up to four classes per year to attend and submit the registration forms for those classes to the Chief of Police within thirty (30) days of the list being posted on-line. The Chief of Police will then submit the forms to CLEET within ten (10) days of receiving them.

## ARTICLE VII

### BASIC WORK PERIOD AND OVERTIME

Section 1. The Parties agree the work period established for Employees covered by this Agreement shall be consistent with the Fair Labor Standards Act. All Employees covered by this Agreement are eligible for overtime compensation. For purposes of this Agreement, the established work period shall be (7) seven days (forty hours per week). Employees shall be scheduled to work five (5) consecutive days per week, eight (8) hours a day, with (2) two consecutive days off. Parties agree that shift rotation assignments made by the Chief of Police shall be the only exception to the established work period as set forth in Section 1. **“Shift rotations”** shall normally occur once every (6) six months. Shift rotation selection shall be conducted on a seniority-based method to begin with Sergeants, Corporals, Master Patrol Officers and then Patrol Officers. The most senior officer will begin by selecting their shift and selections will continue in descending order until all officers of that rank have selected. In the Employer’s interest of maintaining supervision on all shifts, effective January 1, 2018, the Chief of Police will adjust Employee’s(’) shift(s) and day(s) off to facilitate shift rotations to ensure that no shift will be assigned an Employee of lower rank than corporal. The Employer agrees to facilitate staffing as needed to achieve this result.

Section 2. Employees shall receive their regular rate of pay for all hours worked within the work period on their assigned shift. Employees shall receive overtime compensation for all hours worked more than forty- (40) hours within the work period, which shall be compensated at the rate of one and one-half (1 ½) times the Employee’s regular rate of pay. Overtime which cannot be divided evenly by fifteen (15) minutes shall be rounded to the nearest one-quarter (1/4) hour. Employees shall designate in writing to the Chief of Police, at the end of each work period, their choice to receive payment for overtime worked in compensatory time or cash payment. Cash payment, if chosen, for overtime worked shall be paid at the rate of one and one-half (1 ½) times the Employee’s regular rate of pay. The regular rate is the Employee’s base rate plus the hourly rate for any other item required by law to be included in the regular rate. Compensatory time shall accrue at the rate of one and on-half (1 ½) hours compensatory time for each overtime hour worked.

Shift Change – 24-hour notice. Should an Employee be required, due to manpower shortage, to work a shift, or any part of a shift, other than the Employee’s regularly assigned shift, with less than 24 hours of notice, then the Employee will be compensated at their regular rate for the hours worked, plus an additional four hours at the regular rate (“premium”). The additional four hours may be compensated in cash payment or as an addition to the Employee’s compensatory time bank, at the Employee’s discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

Shift Change – Fewer than 8 hours off duty time between shifts. Should an Employee be required, due to manpower shortage, to work an additional shift, or make a change from their regularly scheduled shift that results in fewer than 8 hours of off duty time between shifts, that Employee will be compensated at their regular rate for the hours worked, plus an additional four hours premium compensation at the regular rate. The four hours of premium may be compensated in cash payment or as an addition to the Employee’s compensatory time bank, at the Employee’s discretion. In no case, shall an

Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

*Call Back Pay.* Should an off-duty Employee be required to report for duty to assist in an emergency, outside of their regularly scheduled shift, that Employee shall receive a minimum of two (2) hours overtime compensation to be taken in cash payment or as an addition to the Employee's compensatory time bank, at the Employee's discretion. In no case, shall an Employee be allowed to add hours to their compensatory time bank in excess of the maximum accrual agreed to elsewhere in this Agreement.

**Section 3.** Off-duty Employees required to report to municipal court shall receive a minimum of two (2) hours overtime compensation for their appearance. Off-duty Employees required to be on stand-by for purposes of reporting to municipal court, but are not summoned to appear in court, shall receive up to two (2) hours of overtime compensatory time. Off-duty Employees required to report to federal court, district court, or Department of Public Safety hearings shall receive a minimum of four (4) hours of overtime compensation for their appearance, which includes one (1) hour of travel time, thirty (30) minutes each direction. Off-duty Employees required to be on stand-by for purposes of reporting to federal court, district court, or Department of Public Safety hearings, but are not summoned to appear in court, shall receive up to four (4) hours of overtime or compensatory time.

**Section 4.** The maximum amount of compensatory time which an Employee may accrue at any one time shall be one hundred sixty (160) hours. Subsequent overtime earned shall be compensated by cash payment at the rate of time and one half (1 ½) until the remaining accrued hours in the compensatory time bank have been sufficiently used to cause the banked hours to fall below one hundred sixty (160). Employees who terminate their employment with the Employer shall receive a cash payment for any unused compensatory time at their rate of pay at termination.

**Section 5.** Compensatory time may be requested for paid time off at the discretion of the Employee, provided that a minimum of thirty-six (36) hours' notice is given. Any request for compensatory time off shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below two (2) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for compensatory time off are subject to review and approval by the Chief. \*\*Note: during the minimum manning trial period (7-1-19 through 6-30-20) the staffing level of two (2) in this section is increased to three (3) pursuant to the language of the minimum manning trial. This language will automatically revert to the original two (2) officer unless agreed to by the Union and City for the FY20-21 contract period.

**Section 6.** Flexible time may be requested to flex working hours within a single forty (40) hour workweek. Any request to use flexible time off shall be subject to the condition that granting same shall not adversely affect the operation of the Glenpool Police Department, which may include, but not be limited to, causing staffing to fall below two (2) officers on duty, or no supervisor, defined as a Corporal or Sergeant, on duty. All requests for use of flexible time are subject to review and approval by the Chief. \*\*Note: during the minimum manning trial period (7-1-19 through 6-30-20) the staffing level of two (2) in this section is increased to three (3) pursuant to the language of the minimum manning trial. This language will automatically revert to the original two (2) officer unless agreed to by the Union and City for the FY20-21 contract period.

## ARTICLE VIII

### INSURANCE

Section 1. Employer shall provide to all members of the Bargaining Unit, on an annually reviewable basis and at no cost to members of the Bargaining Unit, the same combination of health and other insurance coverage benefits that is offered to all full-time City employees.

Section 2. In accordance with Title 11 § 23-108 of the Oklahoma Statutes, as amended on November 1, 2014, and as it may be amended hereafter, Employer shall offer retiree health benefits to retired Employees upon separation, to be accepted by no later than thirty (30) days following separation, and to their dependents and survivors, with premiums not in excess of 102% of the premium paid by full-time employees, to be paid by the retired Employee. Retired Employees who opt to receive retiree health benefits shall be subject to any changes in benefits coverages and/or premiums in the same manner as regular full-time employees.

## ARTICLE IX

### ANNUAL LEAVE

Section 1. Members of the Bargaining Unit shall receive vacation time as follows:

1-5	years' service	→	10 shifts per year
6-10	years' service	→	15 shifts per year
11-15	years' service	→	20 shifts per year
16-20	years' service	→	25 shifts per year
21 years – retirement		→	30 shifts per year

Section 2. Members of the Bargaining Unit shall be paid vacation hours in excess of 240 (two hundred forty) hours at a straight time rate of pay. Hours exceeding 240 will be paid to members on their bi-weekly pay checks.

Section 3. All members of the Bargaining Unit, in recognition of twelve (12) holidays recognized by the Employer during the fiscal year, shall receive 96 hours pay at straight time rate. Such pay shall be paid in a lump sum the second pay period in June. Whether a member is required to work on a recognized holiday shall not have any affect or adjustment upon such holiday pay or regular pay, except as may be outlined in other Articles of this Agreement. Should an Employee terminate employment, he shall be eligible for holiday pay up to and including his termination date with the City.

Section 4. Vacations shall be scheduled insofar as practicable at times desired by each Employee. The Chief, or his designee, will consider the needs of the Police Department and the timing of when requests are submitted when considering the request. It is expressly understood that the final right to designate vacation periods and the maximum number of Employee(s) who may be on vacation at any time is exclusively reserved by the Police Chief, or his designee, to ensure the orderly performance of the services provided by the Employer.

Requests for vacation of two (2) or more consecutive days/shifts must be submitted to the Chief, or his designee, thirty (30) days prior to the starting day of the vacation. The Employee shall be notified within seven (7) working days of the Chief's decision.

Officers requesting to use one (1) day increments of vacation leave must notify the Police Chief or is/her designee as soon as possible but at least thirty-six (36) hours prior to the actual requested leave time.

Seniority cannot be used to alter the already approved vacation requests.

ARTICLE: X

SICK LEAVE, INJURY LEAVE, AND LIGHT DUTY

Section 1. A regular full-time Employee begins to accrue sick leave upon completion of his/her first full month of employment.

Section 2. *Accrual.* Sick leave is accrued in units of one (1) working day per month.

Section 3. *Expenditure.* Sick leave can be expended in units of no less than one hour. Any sick leave extended beyond three (3) consecutive days or more must be accompanied by a physician's written statement certifying the Employee's condition or his/her immediate family's condition that prevented Employee from reporting to work if deemed appropriate by the City Manager. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

Section 4. *Eligibility.* Any Employee is eligible to take sick leave for one of the following reasons:

A. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.

B. Serious illness of a member of the Employee's immediate family requiring the Employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of Employee, sister or brother of Employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the Employee's absence, providing special approval by the department head is first obtained.

C. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

Section 5. *Procedure.* An Employee who is unable to report for work due to one of the above reasons shall report his/her absence to the on-duty supervisor no less than one hour from which time he/she is expected to report for work stating the reason for the absence and the expected period of the absence. The Employee shall call in each day of a multi-day absence, unless prior agreement has been made with the supervisor or Chief. Sick leave with pay will not be allowed unless such a report is made. This provision may be waived by the Police Chief if the Employee submits acceptable evidence that it was impossible to give such notification. Sick leave shall only be authorized after it is earned and only to the extent that the Employee has accrued same.

Section 6. *Accumulation.* Sick leave may be accumulated to a maximum of seventy-two (72) working days. An Employee who consumes all the sick leave benefits for which he/she is eligible, shall be placed on inactive status, without pay, if so determined necessary by the Police Chief and approved by the City Manager.

Section 7. *Separation.* Upon separation, an Employee will not be compensated for any unused sick leave.

Section 8. *Unauthorized Use of Sick Leave.* If upon investigation, the City Manager or the Police Chief does not consider the circumstances warrant, or did not warrant the absence of an Employee, the Employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and be subject to disciplinary action.

Section 9. *Abuse of Sick Leave.* Abuse of sick leave shall be cause for discipline, up to and including dismissal.

Section 10. *Sick Leave Incentive.* Any Employee who does not use Sick Leave during the fiscal year will be entitled to transfer 16 hours of sick leave to their compensatory leave totals, provided that the 16 hours will not place them over the maximum allowed compensatory time. Employees who believe they are eligible for this incentive must request, in writing to the Human Resources Director with a copy to the Police Chief, that their Sick Leave be transferred. The request cannot be submitted prior to June 1<sup>st</sup> of each year. Human Resources will, upon verification that the Employee has not used any time through June 30<sup>th</sup>, initiate the transfer of hours. New Employees shall not be eligible for Sick Leave Incentive until completing their probationary period.

Section 11. *Possibility of Reinstatement.* Any Employee who leaves City employment and returns within a one-year period is entitled to reinstatement of sick leave in the exact amount as was accrued prior to his resignation. Only those Employees in good standing may qualify for this benefit.

Section 12. *Compliance with all applicable laws.*

A. To be in compliance with state law, the Employer and the Lodge agree that on-the-job injury leave will follow **Title 11 O.S. Section 50-116.1** that states: Whenever any member of the police department of any municipality is unable to perform the member's duties because of sickness or temporary disability caused or sustained while in the discharge of the member's duty as such member, notwithstanding the provisions of sections **11 and 12 of Title 85 of the Oklahoma Statutes**, the salary shall be paid by the municipality to the member and shall continue while the member is sick or temporarily disabled for a period of not more than six (6) months with the municipality having the option of extending the period for up to an additional six (6) months, not to exceed a total of twelve (12) months, after which said period the provisions for permanent total or permanent partial disability benefits of the **Oklahoma Police Pension and Retirement System** shall apply. Should a member receiving a salary under this section be eligible to receive, and should the salary of the member under this section exceed any temporary disability benefit paid to the member under **Section 1 et seq. of Title 85 of the Oklahoma Statutes**, the member shall transfer said temporary disability benefits under **Section 1 et seq. of Title 85 of the Oklahoma Statutes** to the municipality while the member is sick or temporarily disabled.

B. No benefits shall be payable under this section for any injuries occasioned by the willful intention of the injured Employee to bring about injury to himself or another, or where the injury results directly from the willful failure of the injured Employee to use a guard or protection against accident furnished for his use or where the injury results directly from the intoxication of the injured Employee while on duty, or where the injury results directly from horseplay, playing, or pranks engaged

in by the injured Employee, alone or with others. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

C. Employees on occupational injury leave with pay shall be returned to duty at the earliest practical date and may be assigned to light or limited duty by the Employer as determined by the Employee's physician and/or the City Manager when the Employee's physical condition permits such assignment. Duty assignment of this type may be without reference to the Employee's job classification or departmental assignment.

D. In the event an Employee is so injured, as described in the preceding section, it will be the responsibility of the person directly in charge of such Employee to prepare an accident report concerning such injury, containing how, where, and when the injury occurred, together with all pertinent information available. Said report to also contain the names and addresses of all witnesses and fellow Employees who may have been at the scene of said accident, and a general outline of the extent of injury sustained. All written accident reports shall be transmitted to the Human Resources Director not later than twenty-four (24) hours after the occurrence thereof.

E. An Employee on occupational injury leave benefit cannot work for another employer during the time he is drawing this benefit from the Employer.

## LIGHT DUTY

### Section 1.

A. Purpose: The purpose of this policy is to clarify the conditions under which the Employer will place an Employee on restricted or light duty and to provide guidance to the Department for administering the policy consistently. Modified duty assignments provide beneficial effects to Employees by facilitating rehabilitation from an injury or recovery from an illness, while keeping the Employee as an integral part of the Department's operations.

B. Definition: Temporary Modified Duty Assignment (Light Duty) for the purposes of this policy shall mean the assignment of an Employee suffering from an injury, illness, or diagnosis which requires significant modification of the Employee's normal work assignment and/or responsibilities. Such assignments, if allowed, shall not result in loss of pay or benefits, nor create any permanent positions or any change in formal classification, and shall be considered a temporary response to a short-term situation for the mutual benefit of the Employee and the Employer. Light duty allowed for Employees while on Sick Leave is contingent upon the Employee's request, approval of which is at the sole and absolute discretion of the Employer and the Chief of Police on a case-by-case basis. In no case shall the Employer create otherwise unnecessary or non-existent work duties for the purpose of assigning a unit Employee to light duty. All such assignments shall supplement, not supplant, existing assignments within the City.

#### C. Scope:

1. This policy will apply to full-time Employees who have a temporary disability resulting from a job related or off duty injury, illness, or diagnosis which prohibits them from performing their full job duties. Employees on injury leave may be assigned to light duty by their employer, as provided by the Current Collective Bargaining agreement between the Employer and the Lodge.

2. Employees must have an injury, illness, or diagnosis that the treating physician reasonably expects to cause them to be unable to perform their regular duty assignment for more than three (3) consecutive shifts to be eligible for light duty assignment.

3. This policy will allow full-time Employees on light duty to attend training under the following conditions: (1) The Employee's physical condition allows them to attend training or educational opportunities that are required to maintain police officer related certifications or appropriate Continuing Educational Units. (2) The Employee requests to attend training as per policy.

D. Responsibility:

1. The Employee's physician must submit all work restrictions before an Employee is eligible for light duty assignment. If there is conflicting medical information and/or opinions among physicians treating the Employee, an independent opinion from a physician selected by the Employer may be utilized to determine medical fitness for full or light duty.

2. The Chief of Police or his/her designee is responsible for monitoring and administering this policy. All requests or recommendations for light duty assignments will include the physical restrictions placed on the Employee by the treating physician. These restrictions will be reviewed by the Chief of Police to determine availability of light duty work and in which light duty position the Employee will be placed. The Chief of Police, with guidance from the Employee's physician, will monitor the Employee's progress in returning to a full duty status.

3. Supervisors who are assigned Employees on light duty are responsible to ensure that the Employee fully understands and follows work modification requirements set forth by the Chief of Police and the Employee's physician.

4. Employees assigned to light duty will be responsible for providing the Chief of Police with a note from the treating physician, no less than once every thirty (30) days, to ensure a continuation of treatment, whether on light duty or injury leave.

E. Non-Compliance (Line of Duty): An Employee's refusal to accept a Modified Duty Assignment which he/she has been deemed medically qualified to perform, or an Employee's non-compliance with the work modifications set forth by the Chief of Police and the treating physician will result in termination from Employment with the City.

F. Conditions: The Employer will consider placing an Employee on light duty assignment for valid reasons including but not limited to the following:

1. To assist an Employee with recuperation from an on or off the job-related injury or illness by reintroducing them gradually to the demands of their full-time position.

2. To conserve resources by having a recuperating Employee assist other Employees of the department in the performance of their duties, provided that such assistance shall not exceed the recuperating Employee's work limitations.

3. To avoid placing a temporarily incapacitated Employee in a position that may aggravate an existing injury or illness or risk harming themselves, co-workers or other persons by assigning them instead to constructive work they can perform within the restrictions of the Chief of Police and treating physicians or by allowing them to attend training classes.

4. To enable an Employee to continue to provide constructive work production while waiting to have a scheduled medical procedure (surgery, test, MRI, CT Scans, etc.).

5. In no case shall any Employee be eligible for light duty assignment for more than twelve weeks in any calendar year.

#### G. Procedures for Light Duty Assignments

1. When it is determined that an injured or ill Employee is capable of light duty work following an examination by, and upon the Employer receiving notification from the treating physician that the Employee can perform light duties, the Employee shall notify the Chief of Police of his request for light duty assignment.

2. Employees assigned to a light duty assignment MUST report to work at the days and times assigned by the Chief. The light-duty hours will be completed consecutively each workday and they will not be set as rotating hours from day-to-day unless agreed upon by the Chief and the Employee. Employees on light duty shall be required to work on holidays observed by the City of Glenpool unless it the holiday falls on the scheduled day off for the light duty assignment. Holiday pay for light duty employees will be paid pursuant to Article IX the same as officers on non-light duty officers.

3. Employees assigned to light-duty shall wear business casual clothing with no visible insignia identifying them as police officers and no visible duty weapon unless otherwise determined by the Chief of Police. This clothing shall be consistent with the requirements for non-union office personnel. A concealed weapon will be allowed as long as the weapon is department approved and the employee has completed the department's firearms qualifications course and has successfully qualified with the weapon.

4. All fitness programs the Employee participates, if any, while on light duty must first be approved by the Chief of Police and the treating physician.

5. Employees electing to use a sick, vacation or comp time day shall do so in accordance with the current Collective Bargaining Agreement between the Employer and the Lodge.

6. Employees on light duty assignments should notify their assigned supervisor and the Chief of Police every 30 days to make them aware of their progress and timeline of return.

7. Before returning to full-duties Employees on light duty shall notify their assigned supervisor and Chief of Police and present a full release from the treating physician to coordinate their return.

H. Daily Staffing Level: An Employee assigned to light duty shall not be counted toward or as a part of the minimum daily staffing levels set forth in this Agreement.

I. Light Duty Wages: Members assigned to light duty shall be compensated in accordance with their standard hourly rate. They will not be scheduled for accrued overtime and they will not be eligible for any of the situations described in Article VII of this Agreement that might otherwise result in overtime, except for attendance at Court as approved by the Chief. During the term of a light duty assignment, Employees utilizing annual leave or sick leave shall have the equivalent number of hours deducted from their accrued leave balance for each such occurrence.

## ARTICLE XI

### DUES AND CHECK OFF

Section 1. Upon written authorization from the Employee, the Employer agrees to deduct regular monthly Lodge dues from the earned wages of those Employees represented by the Bargaining Unit.

Section 2. The deduction shall be made in accordance with the City of Glenpool pay plan in an amount certified to be correct by the Treasurer of the Lodge. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

Section 3. All eligible members of the Bargaining Unit desiring dues deduction shall individually sign an authorization form provided by the Lodge. Authorization may be withdrawn by the Employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the Employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

Section 4. The Employer will deduct only Lodge dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or other Lodge fees. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount to be deducted.

Section 5. The Employer will provide the Lodge Treasurer with a monthly report showing the Employee's name and amount deducted. All deductions refundable at the time of termination or resignation will be refunded by the Lodge.

## ARTICLE XII

### EDUCATION PAY

Section 1. The Employer and the Lodge recognize that formal education related to the field of Law Enforcement is a benefit to the officer, to the Employer and to our citizens. As such, the Employer agrees to compensate each officer who has completed such studies at accredited universities or colleges in accordance with the following schedule:

Bachelor's Degree	\$37 Monthly
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Master's Degree	\$62 Monthly
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An officer holding multiple degrees shall only receive the compensation listed for the highest single degree they hold

## ARTICLE XIII

### EQUIPMENT - CLOTHING ALLOWANCE

Section 1. All members of the Bargaining Unit shall receive Fifty Dollars (\$50.00) per month cleaning allowance from the Employer.

Section 2. The Employer agrees to provide, upon hire, the following list of equipment and clothing:

1. Three (3) pair LAPD blue department approved trousers
2. Three (3) short sleeve LAPD blue department approved shirts
3. Three (3) long sleeve LAPD blue department approved shirts
4. One LAPD blue department approved tie
4. One (1) pair boots, up to \$125.00
6. One (1) department approved winter jacket
7. One (1) department approved rain slicker
8. One (1) department approved inner belt
9. One (1) department approved outer belt
10. One (1) department approved weapon mounted light bearing holster and weapon mounted light
11. One (1) department approved double magazine pouch
12. One (1) department approved ASP baton holder
13. One (1) department approved OC spray holder
14. Two (2) department approved handcuffs and cases
15. Four (4) department approved belt keepers
16. One (1) department approved radio holder
17. One (1) ASP expandable baton
18. One (1) can of OC spray to be replaced by the City in accordance with manufacturer recommendations/expiration date
19. Eight (8) sets sew on patches, (1) sew on coat badge, and (1) sew on coat name tag
20. One (1) department approved name plate
21. Two (2) badges: one (1) duty badge and one (1) flat badge
22. One (1) Glock model 17, 9mm, with three (3) magazines

23. One (1) department-issued rifle with optic, sling and two (2) magazines, to be consistent with CLEET standards
24. One (1) department-issued shotgun with sling, to be consistent with CLEET standards
25. One (1) department-issued Taser with two (2) cartridges and one (1) holster
26. One (1) ballistic vest with internal and external carrier (i.e. Armor Express Traverse or another carrier of the same quality and style)
27. One (1) traffic safety vest
28. One (1) set of department issued collar brass
29. One (1) Glenpool Police commission card
30. One (1) Glenpool Police key card
31. One (1) extended handcuff key
32. One (1) department approved tourniquet
33. One (1) department issued handheld radio with charger and mic
34. Five hundred (500) department issued business cards
35. One (1) department issued flash drive
36. One (1) department issued Narcan kit

Section 3. Employer will replace bullet proof vest pursuant to the manufacturer's specification and guidelines as needed, to be determined by the Chief of Police or his designee.

Section 4. Upon retirement due to length of service or physical disability, each Employee shall receive their badges and service weapon that they carried immediately prior to retirement without cost. The corresponding badge number will be retired. In addition, such retired Employee will be given the option to purchase the rifle or shotgun, or both, issued to the retired Employee immediately prior to retirement, at replacement cost.

Section 5. Each member of the Bargaining Unit shall receive a clothing allowance of One Thousand Dollars (\$1,000.00) per year (payable under a non-accountable plan, in two increments of Five Hundred Dollars (\$500.00) with the first regular paycheck in July and January of each fiscal year). The K-9 Officer and any Detective(s) shall receive an additional \$100.00 per year. Employees hired after either of the first pay period in July or the first pay period in December during the Term of this Agreement shall receive the next occurring incremental payment.

Section 6. The Employer/Police Department will provide duty ammo for each Officer to be replaced annually in July of each fiscal year or at the time of annual firearms re-qualifications, in amounts not to exceed fifty (50) rounds of 9mm pistol ammunition; sixty (60) rounds of .223 rifle ammunition; ten (10) rounds of 12-gauge .00 buckshot ammunition; and ten (10) rounds of 12-gauge slug ammunition.

Section 7. To maintain proficiency with all department approved firearms, the Employer/Police Department will provide a minimum of 8 hours annual firearms training as well as the practice ammunition outlined herein. This training will be offered quarterly to each member of the bargaining unit. Calendar quarters shall be recognized as: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

If for some reason the department cannot schedule a quarterly range date, or a member of the bargaining unit had an approved reason that he/she cannot attend the scheduled training, and no alternative training date can be provided, the member, upon written request, shall receive the ammo allotment of 50 rounds of 9mm pistol ammunition; 60 rounds of .223 rifle ammunition; 5 rounds of 12 gauge .00 buckshot ammunition; and 5 rounds of 12-guage slug ammunition for that quarter. This firearms training will not preclude any bargaining member's right to pursue any other form of training throughout the year.

## ARTICLE XIV

### MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

Section 2. Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties of the City of Glenpool as set forth within the ordinances and resolutions promulgated in accordance with such laws.

## ARTICLE XV

### PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Glenpool Police Department currently in effect on the effective date of any negotiated agreement ("Past Practices") shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.

Section 2. The burden shall be on the proponent of any Past Practice to establish by reasonable documentation or weight of the evidence the existence of such Past Practice on the effective date of this Agreement.

## ARTICLE XVI

### PROHIBITION OF STRIKES

Section 1. Employees and Employer acknowledge and agree that they are bound by all provisions of the Fire and Police Arbitration Act with respect to any work stoppage, slowdown or strike.

## ARTICLE XVII

### PERSONNEL FILES

Section 1. It is agreed that all materials concerning training, performance evaluations, investigations, complaints, reprimands, counseling sessions, supervisory notices, Brady/Giglio discoverable documents or any other documentation that might be considered either beneficial or detrimental to an Employee's position, advancement or future with the Glenpool Police Department ("Personnel Record(s)") shall be placed in the Employee's permanent personnel file on file in the Employer's office of Human Relations, provided that the respective Employee shall in all cases be notified in writing of any Personnel Record prior to its placement in his permanent personnel file; and further provided that no such Personnel Record shall be valid or of any effect with respect to such Employee unless either the Employee has signed the Personnel Record acknowledging its receipt and review or the Employer has made a notation that the Employee has refused to sign the Personnel Record, with the date and signature of the Chief of Police or his designee thereon. In all cases, any records, information, documents or material of any kind pertaining to an unfounded/unsubstantiated complaint against an Employee will be removed promptly upon discovery of its defect.

Section 2. The Employee's signature on a Personnel Record described in Section 1 of this Article XVII shall not be deemed agreement with or consent to the Personnel Record and shall signify only acknowledgement of receipt and review. In addition, if any Personnel Record is of such character that the affected Employee considers it potentially detrimental, the Employee shall be given the opportunity to appeal such Personnel Record by following the Grievance Procedure provided by Article IV of this Agreement before it becomes a part of his permanent personnel file.

Section 3. No Personnel Record described in Section 1 of this Article XVII may be considered in connection with decisions pertaining to discipline or advancement unless they are in the Employee's permanent personnel file, provided that nothing in this Article shall prevent the Chief of Police from maintaining informal notes that may be useful in the process of creating Personnel Records.

Section 4. An Employee shall be allowed to review and request copies of his Personnel Records, under the supervision of the Director of Human Resources or a designee, at any reasonable time upon oral or written request to the Director of Human Resources.

Section 5. Any Employee whose Personnel Records shall become the subject of a subpoena, court order, Open Records Act request, or any other third-party request for inspection or copy shall be immediately notified and given an opportunity to object to such disclosure to the extent objection is permitted by applicable law.

Section 6. Recognizing that disciplinary actions and/or adverse Personnel Records are meant to provide a basis for enhanced training and/or counseling with the purpose of improving performance, but are not meant to penalize an Employee perpetually, the Employer agrees, either upon the request of any affected Employee or upon a stated schedule, as applicable, to the closure (by sealing) of any such Personnel Records according to the following procedure:

A. Employer shall close written reprimands and notices of oral reprimands, in the event of no recurrence of the conduct or incident giving rise to the discipline and after the passage

of one (1) year since such conduct or incident occurred, upon completion of the Employee's first annual evaluation following the passage of said one (1) year.

B. Employer shall close records of suspensions of twenty-four (24) hours or less, in the event of no recurrence of the relevant conduct or incident and after the passage of three (3) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said three (3) years.

C. Employer shall close records of suspensions of more than twenty-four (24) hours, in the event of no recurrence of the relevant conduct or incident and after the passage of five (5) years since its occurrence, upon completion of the Employee's first annual evaluation following the passage of said five (5) years.

D. The affected Employee may request that any of the foregoing Personnel Records be closed upon passage of the respective stated time periods, without recurrence, even if such passage of time occurs before the Employee's annual evaluation.

E. Requests for closing of the records of disciplinary actions, as provided in subsection (d.) of this Section 5, shall be directed to the Director of Human Resources, who shall be the only person authorized to close any personnel records. In the event of the absence or vacancy of the position of Director of Human Resources, a person designated by the City Manager shall fulfill this requirement.

F. Personnel Records that are dated prior to the recurrence of any conduct or incident giving rise to disciplinary action shall remain in the Employee's personnel file until the records of recurrence are closed in accordance with the foregoing schedules and then simultaneously closed (sealed).

G. Closing (sealing) of any of the foregoing records of disciplinary action shall include all memos, letters, correspondence, complaints and any other written or electronically created documents or materials pertaining to such action, except that the Director of Human Resources may keep, a separate log of disciplinary actions in the event of a performance audit. Such a log may not be used for any purpose relating to the affected Employee's position, advancement or future but shall be used only such audit purpose.

H. Personnel Records that have been closed (sealed) for any of the foregoing reasons and applicable time requirements are not subject to being opened or otherwise used for any purpose except by a court of competent jurisdiction.

I. The foregoing policy of closing (sealing) Personnel Records does not apply to documents or other materials pertaining to the investigation of an alleged criminal offense(s), in which case closing (sealing) will occur only upon the sealing or expunging of criminal charges, or complete exoneration, as the result of an internal investigation or by a court of competent jurisdiction

## ARTICLE XVIII

### SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Contract; 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 assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any 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.

## ARTICLE XIX

### REGULAR AND SPECIAL MEETINGS

Section 1. The Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time and location of such meetings must be approved by the Chief or his designee prior to said meeting.

Section 2. It is understood that the Lodge and Employer will cooperate regarding these arrangements, and excessive requests will not be made by the Lodge; and permission to hold meetings shall not be denied by the Employer, so long as the meetings do not impede or interfere with the normal operations of the Police Department.

Section 3. Upon giving five (5) days written notice to the Chief of Police, one or more Lodge members may collectively receive up to an aggregate of 120 hours off for verified Lodge business which must be approved by the President in advance. Compensation for time off shall be based on the officer's hourly rate of pay.

## ARTICLE XX

### REPLACEMENT OF DAMAGED GOODS

Section 1. The Employer agrees to replace items that may become damaged in the line of duty. The following items shall be replaced:

- A. Prescription eyewear (contacts or glasses), in an amount substantially equivalent to verified replacement cost;
- B. Uniform apparel
  - 1. Trousers
  - 2. Shirts
  - 3. Jacket/Coat
  - 4. Bullet Proof Vest
  - 5. Gun Belt
  - 6. Holster
  - 7. Footwear
  - 8. Ammo Case (Magazine Holder, Loops, Speed Loaders and Holders)
  - 9. Badges, Collar Brass, Nameplate
  - 10. Cuff, Cuff Case
  - 11. Tie/Dickey
- C. Secondary Weapon to be replaced shall not exceed Five Hundred Dollars (\$500.00) and the Employer shall have the option to either repair or replace.
- D. Watches to be replaced shall not exceed Seventy-Five Dollars (\$75.00) in cost.

Section 2. The Employer shall not be responsible for replacement of any personally owned equipment such as scanners, binoculars, or other equipment that is optional for the officer's preferential use.

Section 3. In the event an officer shall have a claim for replacement of damaged property he shall present the claim to the Chief of Police who shall present such claim along with cost of replacement by purchase requisition which shall be presented to the City Manager for approval.

Section 4. When items are damaged by person who is being arrested, the officer shall file a charge against such subject and the cost of damage to officer's goods shall be sought through the municipal court as item of restitution of damages.

Section 5. All officers shall be responsible for any damage to City property when such property damage occurs through the negligence of the officer.

## ARTICLE XXI

### PERSONNEL REDUCTION

Section 1. In the event of personnel reduction or layoffs, the Employee with the least seniority shall be laid off first, subject to a thirty (30) day notice to the Lodge President and the Employee or Employees to be affected, for the purpose of providing the opportunity for incumbent Employees to exercise their pension options. Time in the Glenpool Police Department shall be given the utmost consideration in the event of layoffs.

Section 2. No new Employees shall be hired until the Employee(s) laid off due to reduction in force within the last twelve (12) months and the Lodge have been notified by certified mail. The mailing of said notice by certified mail at the address last given to the Employer by said Employee shall be deemed compliant with said requirements. Any such Employee previously so laid off shall have fourteen (14) days after the mailing of said notification in which to notify the City of Glenpool in writing by certified mail addressed to the City Manager, 12205 S. Yukon Avenue, Glenpool Oklahoma, 74033, of his or her intention to return to work within fourteen (14) days of mailing of the Employer's notice.

Section 3. The Employer shall not be required to notify Officers who are laid off longer than 1 year prior to filling a vacancy. Officers who are laid off for longer than 1 year shall be required to re-apply through the normal hiring process.

## ARTICLE XXII

### GRANT OVERTIME

Section 1. Grant Shift Payments. Any Glenpool Police Department "Employee," as that term is defined in the CBA, who is called upon, and volunteers, to work a shift for which compensation is to be paid from funds awarded to the City of Glenpool by the Grant ("grant shift") shall, solely as compensation for any and every such grant shift and shall in all cases pertaining to any and every such grant shift, be paid at an hourly rate equivalent to one-and-one-half times that Employee's standard hourly rate. This rate of pay for grant shift hours worked shall not vary under any circumstance, to include without limitation all grant shift hours worked on a holiday. This rate of pay shall not be deemed to constitute over-time under any circumstance for purposes of Article VII of the CBA, notwithstanding its payment at the over-time rate of pay. Compensatory time for grant shift hours is not an option.

Section 2. Section 2 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall be counted in calculating any Employee's hours worked during a work period as defined in Article VII of the CBA. Consequently, grant shift hours shall NOT be deemed or in any way compensated as "overtime" hours for purposes of Section 2. Further, NO Employee shall have the option of choosing to accept payment for grant shift hours in the form of compensatory time. Whether any Employee does or does not accrue or exceed 40 hours in any given work period will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 2, Article VII of the CBA for all purposes.

Section 3. Section 3 of Article VII of CBA Not Applicable. The Lodge agrees that NO grant shift hours shall for any purpose be treated as off-duty call back hours with respect to the provisions of Section 3 of Article VII of the CBA. Neither the call-back nor stand-by provisions of Section 3 shall have any application whatsoever to grant shift hours. Whether any Employee does or does not accrue time under such call-back or stand-by provisions will be determined without reference to grant shift hours and payment for grant shift hours is hereby deemed as a matter that falls altogether outside the scope of Section 3, Article VII of the CBA for all purposes.

## ARTICLE XXIII

### SAVINGS CLAUSE

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

Section 2. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Lodge and Employer shall be subject to the provisions of this Agreement unless the terms of said Appendix specifically delete or change a provision of this Agreement, and all Appendices shall become a part of this Agreement as if specifically set forth herein.

Section 3. It is understood that all time limits found in this Agreement may be extended by mutual concurrence.

Section 4. This Agreement and such subsequent amendments to this Agreement as are memorialized by memoranda of understanding, constitutes the complete and entire understanding of all terms and conditions of employment to be governed by this Agreement during the Term of this Agreement and it cannot be altered in any manner, save by the complete written concurrence of duly authorized agents or representatives of the Lodge and the Employer.

## ARTICLE XXIV

### SPECIALTY PAY

Section 1. Employees assigned to a Specialty Unit shall receive \$50.00 per month Specialty Pay as long as they are assigned to the unit. A Specialty Unit is defined as any unit that has two or more members responsible for specialized investigation which requires specialized training or tactics and is approved in writing by the Chief of Police. Department approved Specialty Units at this time include the Criminal Investigation Unit, the Drug Enforcement Unit, the School Resource Officer Unit, the Accident Investigation Unit and the K9 Unit.

Section 2. Employees who have completed a minimum of 100 hours training in a specialized discipline and have become a department approved instructor within the specialized discipline, shall receive \$50.00 per month Specialty Pay as long as they instruct a minimum of one class for CLEET or the Glenpool Police Department in the specialized discipline during the preceding fiscal year and complete any annual requirements mandated by CLEET within the discipline or to maintain their instructor status. In the event an Employee cannot hold the title within their discipline they will cease to receive the Specialty Pay. Department approve Specialized Disciplines include Drug Recognition Expert, Firearms Instructor, Law Enforcement Driver Training Instructor and Defensive Tactics Instructor.

Section 3. Employees may only be paid up to a maximum of \$100.00 per month Specialty Pay for any combination of assignment to a Specialty Unit and/or certification as a Specialized Discipline/Instructor under this Article.

## ARTICLE XXV

### OFFICERS' BILL OF RIGHTS

Section 1. Statement of Policy. This Officers' Bill of Rights is included to set out policies and procedures with respect to the following matters:

- a. Receipt and processing of complaints against Employees, if such should occur, from any source.
- b. Creating a documentary history of any such complaints.
- c. Preliminary inquiry into the validity/substantiation of complaints.
- d. Administrative leave with pay, if warranted.
- e. Dismissal of complaint and record of vindication in the event a complaint is found to be unsubstantiated.
- f. Proceed with investigation if preliminary investigation discloses reason to believe the complaint may be substantiated.
- g. Notice of Investigation, to include all relevant factors pertaining to the complaint and advising the subject Employee of his rights.
- h. Conduct of the investigation, right to representation, due process safeguards.
- i. Notification of results of investigation.
- j. Potential disciplinary actions if investigation results in finding of violation.
- k. Appeal procedure, if applicable.
- l. Grievance procedure, if applicable.
- m. Fundamental rights.
- n. Not applicable to probationary Employees.
- o. Not applicable to complaints of criminal conduct.

The authority of any Oklahoma CLEET (Council on Law Enforcement Education and Training)-certified police department to investigate allegations of conduct that is potentially in violation of provisions of that police department's manual of policies and procedures is within the scope of reserved management rights under this Agreement and does not constitute an unfair labor practice *so long as substantive and procedural due process requirements are observed.*

It is the purpose and intent of this Article XXV to articulate the scope of those due process rights and to provide a method whereby complaints against Employees shall be processed and handled in such a manner as to afford all appropriate safeguards.

Section 2. Complaint Procedures.

- a. All complaints implicating Employees from any source, whether civilian, non-Lodge departmental or City employee or fellow officer must be referred to the Chief or the Assistant Chief.
- b. All sworn officers who observe or receive information concerning misconduct by any Employee shall refer the complaint to the Chief of Police or the Assistant Chief, or in the event neither is available, a supervisory officer. Any supervisor who receives a complaint against an Employee shall forward a sealed copy of the Complaint Report to the Chief of Police as soon as possible.

- c. All complaints from the public must be submitted on a Glenpool Police Department Complaint Report and, whenever possible, should be taken by the Chief or Assistant Chief. If neither is available, the complaint may be taken by the supervisor on duty.
- d. Civilian employees are not authorized or allowed to take citizen complaints regarding officer Employees. However, civilian supervisors may accept complaints regarding civilian employees.
- e. If the complaint is internally generated, it may be reported to the Chief or Assistant Chief in writing as permitted by the discretion of the City Manager, Chief or Assistant Chief. It is prohibited for any complainant who is an Employee or civilian employee of the City of Glenpool to discuss the content of such a complaint with any person other than the individual taking the complaint. If an internal complaint is received by the City Manager, it shall be forwarded either verbally or in a sealed envelope to the Chief of Police as soon as possible.
- f. As a matter of policy, a written complaint (along with any supporting documentation) shall be required in all cases of any person making a complaint against an Employee unless an extenuating circumstance warrants a verbal report. If a written statement is not given, the complaint may be given credibility and disposed of in the most appropriate manner as determined by the Chief of Police. The lack of a written statement by a complainant shall not invalidate a complaint, but the Chief of Police may give the appropriate level of notice to this fact.
- g. If a complaint concerns a matter that can be explained to the satisfaction of the complainant, the subject Employee should attempt to explain the situation to the complainant. If the explanation satisfies the complainant, no Complaint Report needs to be filled out and the complaint shall be deemed resolved without further action or record.
- h. Complaints that arise from a dispute between an Employee and a civilian over guilt or innocence of an accused person will not be investigated pursuant to this Article XXV. Complainants in such cases shall be advised to pursue adjudication through the court system.
- i. The Chief of Police or Assistant Chief is required to ensure that each complaint not informally resolved is assigned a “complaint control number” and logged into the departmental index system, to include at least a log book that is maintained in a secure, confidential location and will contain records indexed for quick reference by control number (not by name of Employee) of all complaints, notices of investigation, statements, interview records and disposition records pertaining to every complaint submitted. The index system shall be designed to allow quick referral to any complaint and provide security against access to the records of complaint reports by unauthorized persons. All records of complaint investigations shall be stored as to maintain the confidentiality of the investigation. Complaints that are unverified or the subject Employee is otherwise exonerated shall be destroyed and no record of such complaint may be maintained in any form.
- j. The Chief of Police, or his designee, will supervise and control all investigations of alleged misconduct within the Department in accordance with procedures mandated by this Article XXV.

Section 3.        Preliminary Inquiry.

The Chief of Police or Assistant Chief shall maintain administrative control over all complaints and will be responsible for conducting a preliminary inquiry as to the validity of the complaint, whether from a citizen or internal. The preliminary inquiry may consist, without limitation, of a review of all records or

reports as well as any audio or video recordings that may exist. The preliminary investigator may conduct such interviews of supervisory personnel as may be deemed helpful or necessary, provided that the preliminary inquiry shall not include any interview or interrogation of the subject Employee(s) unless the Employee(s) have been fully informed of their rights and responsibilities in accordance with the Notice of Investigation provided by Section 5 of this Article XXV. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered an interrogation within the meaning of this Article XXV.

If the preliminary investigation discloses there has been no misconduct, or that any reported misconduct has been satisfactorily resolved, there will be no further investigation and there should be no further mention of the incident complained of. The investigation will be closed and no record shall be maintained.

If the preliminary investigation indicates to the Chief of Police or Assistant Chief that there is reason to believe the complaint may be substantiated, the Chief of Police (but not the Assistant Chief) shall proceed with the formalities of a more complete investigation and, if appropriate, disciplinary actions in accordance with all procedures and safeguards provided by this Article XXV.

#### Section 4.        Administrative Leave Option.

If the Chief of Police determines that further investigation of the complaint is warranted, and depending on the severity of the allegation(s) in the complaint, the Chief of Police (but not the Assistant Chief), with the concurrence of the City Manager, will decide whether to place the subject Employee on administrative leave (with pay) during the investigation. Administrative leave may be assigned as relief from duty (sent home) or assigned to administrative duties within the Department.

An Employee on administrative leave shall retain full police powers, their badge, commission card and firearm except as stated otherwise in this Section 4. If the preliminary investigation revealed a reasonable likelihood that retention of police powers and equipment may place the Employee or the public at risk, the reasons for this conclusion must be documented and the Chief of Police will personally notify the Employee to surrender his badge, gun and commission card before going on administrative leave.

#### Section 5.        Notice of Investigation.

If the Chief of Police, following the preliminary investigation, determines that further investigation of the complaint is warranted, the Chief of Police must give any Employee who is the subject of an investigation a written statement ("NOTICE OF INVESTIGATION"). A Notice of Investigation must include, without limitation, the following information:

- a. The allegation(s) of misconduct being investigated; and
- b. A statement advising the Employee of the possibility of disciplinary action following the conclusion of the investigation; and
- c. A statement of the Officer's rights (including the right to representation by the Lodge and/or by legal counsel; and the right to request an interview of any person of his choice as a witness) and responsibilities (including the obligation to cooperate fully in the investigation upon penalty of insubordination, as well as notice that no self-incriminating statement, nor the fruits of any such statement, can be used against the Employee in subsequent proceedings (the "Garrity Statement").

*No interrogation of an Employee who is the subject of an investigation nor interview of any witness (whether civilian or any employee of the City of Glenpool) may be conducted until the Notice of Investigation is given to the subject Employee. If an interrogation of the subject Employee, or an interview of a potential witness, is scheduled, the Notice of Interrogation must be provided at least three days in advance.*

Section 6. Conduct of Investigation/Interrogation.

- a. The person conducting any investigation/interview shall be the Assistant Chief or a supervisory officer designated by the Chief of Police (the "Investigating Officer").
- b. Interrogation/interview sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- c. Any Employee being interrogated/interviewed shall not be subjected to offensive language or threatened with any kind of disciplinary action to compel testimony (provided that such Employee may be reminded that failure to cooperate may result in a finding of insubordination and disciplinary action, if so stated in the Notice of Investigation/Garrity Statement). No promise of reward shall be made as an inducement to obtain testimony or evidence.
- d. The Employee being interrogated/interviewed shall, in addition to the Notice of Investigation and at the commencement of the interrogation/interview, be completely informed of all his rights pursuant to this Article XXV and of his responsibility to answer all questions. This notification shall be included on the tape recording or in the written record of any interrogation/interview.
- e. At the request of any Employee being interrogated/interviewed, he shall have the right to be represented by legal counsel or any other representative of his choice who may be present throughout such interrogation, at no expense to the Employer.
- f. The interrogation/interview of Employees may be taped or recorded in written form at the discretion of the Investigating Officer. Employees being interrogated/interviewed may record the proceedings with their own device or make a written record at their own expense. Records and tapes compiled by the Department shall be exclusively retained by the Department as confidential information, but may be used by the Investigating Officer to make his final findings of fact and recommendations to the Chief of Police at the conclusion of the investigation. If the investigation results in disciplinary action, the Employee shall be entitled to request a copy of all recordings or written records of the interrogation/interview, as well as all evidence presented during the interrogation/interview.
- g. All questions shall be narrowly focused on, and relevant and pertinent to, the subject matter of the complaint. If any additional violations are alleged because of evidence presented during the investigation, the Investigating Officer shall consult with the Chief of Police prior to investigating such newly uncovered alleged violation(s). The Employee being investigated/interviewed shall be informed in writing at that time that the investigation may be expanded to include the additional alleged violations.

Section 7. Communication of Results.

Investigations of alleged misconduct shall be concluded, and a report of findings and recommendations made to the Chief of Police by the Investigating Officer, as promptly as

practicable under the circumstances and considering the complexity of the investigation. The Investigating Officer shall submit weekly progress reports to the Chief of Police during the investigation if it lasts more than one week. The investigation should be completed within thirty calendar days unless the scope of the investigation prevents its completion in that time. The Chief of Police must approve extensions of the thirty-day time limit.

The Employee under investigation shall receive written notification from the Chief of Police as to the determination of the investigation.

If the Employee is exonerated of the complaint by the investigation process, the complaint shall be deemed unfounded and unsubstantiated. The complainant shall be advised of this outcome and any records of the investigation shall be sealed and retained in a secure and confidential location.

If it is found that the Employee committed misconduct alleged by the complaint, the Chief of Police shall make a determination as to appropriate discipline. That determination shall be communicated to the Employee in writing, along with all reasons for making such determination.

#### Section 8. Potential Disciplinary (and Non-Disciplinary) Actions.

In addition to the performance of their normal duties in a professional manner as prescribed by departmental operations procedures (SOP 200 – 295, as they may be amended, revised, supplemented or superseded), all Employees are required to maintain high standards of conduct, cooperation, efficiency and attitude in compliance with departmental general rules of conduct (SOP 110, as it may be amended, revised, supplemented or superseded). The Chief of Police or his designee shall direct Employees in a manner to achieve these objectives. Employees are held responsible and accountable for their own work performance, attitudes and behavior. Whenever work habits, conduct, or attitude fall below acceptable standards, the Chief of Police shall take immediate remedial steps to bring improvements. Such remedial steps may fall within a spectrum from informal discussion and advice to formal disciplinary action.

The following violations, without limitation, are among those considered just cause for disciplinary action: (i) Gross neglect of duty or refusal to comply with a supervisor's lawful instructions, unless such instructions are injurious to the Employee's or the general public's health or safety; (ii) Disobedience, insubordination or dishonesty; (iii) Indulging in offensive conduct or using offensive language towards the public or in public towards employees of the City of Glenpool; (iv) Any form of disorderly conduct or conduct not becoming a police officer; (v) Known criminal associations; (vi) Misuse of departmental equipment or materials; (vii) Falsification of an official police record. Violations of law resulting in criminal conduct are outside the scope of this Article XXV; (vii) Excessive use of force or any other unwarranted belligerent or disrespectful conduct toward one or more citizens; and (viii) Intentional or repetitious violations of departmental written directives, including without limitation SOP's, policies, special directives, training materials, personnel directives, memoranda, or rules and regulations.

After receiving the report of findings and recommendations, following an investigation in a manner consistent with this Article XXV and which includes findings of a violation of any departmental standard operating procedure, any otherwise stated policy of the Department, or any of the foregoing standards of conduct, the Chief of Police or, as applicable, the City Manager shall determine the appropriate disciplinary action.

The Department may, as warranted and in accordance with the Employee's right to substantive and procedural due process as provided by this Article XXV, impose one or more of the following disciplinary actions:

- (1) Oral Reprimand (record of oral reprimand to be made and entered into the affected Employee's Personnel File)
- (2) Written Reprimand
- (3) Shift Reassignment
- (4) Suspension without pay
- (5) Demotion, in rank and/or pay
- (6) Termination

If the disciplinary action to be imposed is either of an oral reprimand, written reprimand or shift reassignment, such action may be taken directly by the Chief of Police. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager, with the concurrence of the Chief of Police and counsel of the City Attorney. The City Manager will provide the Employee with a letter documenting the disciplinary action. A record of the disciplinary action and the reasons for it shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

In cases deemed appropriate by the Chief of Police, the consequence of a finding that a complaint has been substantiated may not result in formal disciplinary action as provided by this Section 8.

Documentation of the infraction and remedial action to be taken by the Employee, or training to be provided by the Department, may be reduced to a written Supervisory Notice. Such Notice will detail the Employee's deficiency/policy violation will be directed to the Employee and a copy routed to the Director of Human Resources to be placed in a file to be maintained separately from the Employee's permanent personnel file. The Notice will be retained on file for one (1) year and will be automatically purged upon expiration. Such Notices may be used for documentation related to an Employee's annual evaluation. For purposes of this Article XXV, a Supervisory Notices shall not be classified as a disciplinary action, but rather a management tool to keep Employees and management aware of ongoing Employee performance.

#### Section 9.      Appeal/Grievance Procedures.

If disciplinary action to be imposed is either an oral reprimand, written reprimand or shift reassignment, such action may be appealed to the City Manager, whose decision shall be final. The Employee shall nevertheless have recourse to the grievance procedure provided by Article IV of this Agreement.

If the disciplinary action to be imposed is either of suspension without pay, demotion or termination, such actions may be taken only by the City Manager and may be appealed only through the grievance procedure.

In all cases a record of the disciplinary action, the reasons for it and the result of any appeal shall be directed to the Director of Human Resources to be included in the Employee's personnel file.

An appeal of a disciplinary action may result in either of:

- a. The Employee is exonerated and all discipline shall be vacated and the officer returned to the status and benefits as he had before the discipline was imposed; or
- b. The discipline imposed shall be sustained and remain in place; or
- c. The disciplinary action may be modified, provided that such modification may only result in a disciplinary action of lesser severity or a Supervisory Notice.

Disputes, disagreements or grievances resulting from any lack of clarity in language or otherwise arising for any reason relating to the implementation of this Article XXV, and not resolved by internal appeal, shall be resolved through the grievance process provided by Article IV of this Agreement.

Section 10.     Fundamental Rights.

- a. No Employee shall be suspended, discharged, demoted, transferred, reassigned or denied promotion or otherwise be disciplined in regard to his employment, or be threatened with any such treatment, because of his exercise of the rights granted by this Article XXV of this Agreement.
- b. Employees are afforded all rights, protections, and guaranties, granted to any other employee of the City of Glenpool by the Constitutions of the United States and the State of Oklahoma, as well as all federal, state, and municipal laws, and ordinances.
- c. No Employee shall be required to disclose the Employee's own or any member of the Employee's family or household's income, assets, debts, expenditures, or other financial information unless such information is unequivocally relevant to the investigation of a complaint, a conflict of interest investigation, or otherwise required by State or Federal Law.
- d. No Employee shall be required under any circumstance to donate or contribute to any type of political or charitable campaign.
- e. An Employee shall have the same rights and responsibilities to conduct the Employee's private, personal, or social life as other employees of the City of Glenpool, provided that such conduct does not jeopardize, degrade, or interfere with the interests or functions of the City or the Police Department.

Section 11.     Probationary Employees.

The parties to this Agreement recognize the right of the Employer to implement a probationary period for newly hired Employees. It is the intent of the parties that probationary Employees shall not be entitled to the protections set forth in this Article XXV and agree that probationary Employees may be terminated for any cause, or without cause, without the right to proceed to arbitration.

Section 12.     Criminal Investigations.

This Article XXV applies only to internal investigations of complaints that might reasonably be expected to result in administrative disciplinary proceedings and has no application to complaints alleging criminal conduct of any Employee. "Criminal" means that a sustained complaint could conceivably result in the filing of a criminal charge. Any complaint classified as a criminal complaint shall be reported immediately to the City Manager and sent to the Criminal Investigations Commander, as designated by the Chief of Police, for follow-up investigation and action in accordance with departmental SOP 320; CLEET policies; and any other applicable lawful requirements. The Chief of Police may request the assistance of an outside agency such as the O.S.B.I. or the F.B.I. or D.E.A. to assist in conducting an internal criminal investigation.

## ARTICLE XXVI

### SUBSTANCE ABUSE PROGRAM

The procedures outlined in this Article for Drug and Alcohol Testing shall supersede and be in addition to, all other articles of this Agreement between the Employer and the Lodge.

#### **Section 1. Policy**

The Lodge and the Employer recognize the desirability of maintaining a uniform policy for administering drug and alcohol testing for bargaining unit members in accordance with state and federal law.

The parties agree that the use and abuse of drugs and alcohol while in the workplace constitute a violation of the law, and may also represent a threat to personal and public safety and property and the ability of Employees to perform their jobs. Such behavior shall not be tolerated and the Employer will administer a program to educate Employees regarding the hazards of substance abuse and to eliminate such abuse. The Employer's program shall include efforts to rehabilitate Employees suffering from substance abuse problems.

The parties agree that the Employer and the Lodge have a joint interest in workplace safety, and the elimination of substance abuse. The parties recognize that an effective means to reduce and hopefully eliminate drug and alcohol abuse by Employees is drug and alcohol testing.

#### **Definitions**

1. “Alcohol abuse” means the ingestion of alcohol or alcoholic beverages, on or off duty, so that the unit member is under the influence of alcohol while on duty.
2. “Illegal drug” means any drug, which is not legally obtainable, maybe legally obtainable but has not been legally obtained by the unit member, or drug that is being used in a manner or for a purpose by a member other than as prescribed by a physician.
3. “Laboratory” means the medical or clinical facility authorized by the Employer to perform analysis of samples collected under this Article.
4. “Legal drug” means any prescribed drug or over the counter drug, which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.
5. “Medical Review Officer (MRO)” means the licensed professional or substance abuse professional, who has knowledge and training to interpret and evaluate an individual’s test results together with an individual’s medical history and any other relevant information, authorized by the Employer to perform medical review of the drug testing results.
6. “Medical facility” means the medical or clinical facility authorized by the Employer to perform collections of samples under this Article.

7. “Reasonable suspicion” results when there is an articulable belief based on specific objective facts and reasonable inferences drawn from those facts that a unit member is under the influence of a substance or substances, including, but not limited to, an articulable belief that results from an accident involving a member in which a work-related injury to the member or another person results or property has been damaged as a direct result of the member’s use of drugs or alcohol or both.
8. “Substance abuse” means either the use of an illegal drug or alcohol abuse.
9. “Under the influence” means a person who has an alcohol concentration level of 0.04 or greater or a confirmed positive drug screening.

## **Section 2. Application**

This policy applies to all Police Department 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.* (the “Act”) as amended. All applicants, and all Employees who have not done so, will be required to acknowledge and sign the Drug/Alcohol Testing Consent Form at Appendix 7.

## **Section 3. Applicant Pre-Employment Testing**

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the Employer’s withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

## **Section 4. For Cause Testing**

Drug and/or alcohol testing may be conducted on any Employee at any time the Employer has reasonable suspicion that there is cause to believe that an Employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances;

1. Observation of drugs or alcohol on or about the Employee’s person or in the Employee’s vicinity;
2. Observation of conduct on the part of the Employee that suggests that the Employee is impaired or is under the influence of drugs or alcohol;
3. Receipt of a credible report of drug or alcohol use by an Employee while at work;
4. Information that an Employee has tampered with drug or alcohol testing at any time;
5. Negative job performance patterns by the Employee; or
6. 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 or alcohol test will be created and signed by the supervisor(s) and forwarded to the Human Resources Director within twenty-four (24) hours of the event.

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 5. Post-Accident Testing**

Post-Accident drug and/or alcohol testing may be conducted on an Employee where there has been damage to Employer 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 or drug test may use any alcohol or drugs, of any kind, following the accident until he/she undergoes the post-accident testing.

#### **Section 6. Random Testing**

The Employer may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

#### **Section 7. Periodic Scheduled Testing**

The may require an Employee to undergo drug or alcohol testing as part of a routinely scheduled Employee fitness for duty examination or in connection with the Employee's return to duty from a leave of absence due to an illness or injury.

#### **Section 8. Post Rehabilitation Testing**

The Employer may require an Employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years after the Employee's return to work following a confirmed positive test result or following participation in a drug 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 9. Substance for Which Tests May be Given**

The Employer reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include but not limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal 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).

#### **Section 10. Methods and Documentation**

Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the

premises of the Employer at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or Employee will be given the opportunity to provide notification of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. If an Employee wished to challenge the results of the Employer's test, he/she may do so as provided in this policy. The Employee must have had the sample collected within one hour of the Employer's sample and such retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

### **Section 11. Costs**

The Employer is responsible for all costs associated with drug or alcohol testing. However, if an Employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test 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 finding of the challenged positive test. In such case, the Employer will reimburse the person for the cost of the confirmation test.

### **Section 12. Refusing to Undergo Testing or Tampering with Sample**

Employee 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 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 13. Medical Review Officer**

The Employer will contract with a Medical Review Officer who will receive confirmed positive 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 prior to notification of City officials. The applicant or Employee will be given the opportunity to explain the test result.

## **Section 14. Confidentiality**

The Employer will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the Employer but will be made available to the affected applicant or Employee for inspection and copying upon request. 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 Employer may release the records:

1. To comply with a valid judicial or administrative order;
2. As admissible evidence in a case or proceeding before a court of record or administrative agency if the Employee or the Employer is named as a party in the case or proceeding; or
3. To Employee or agents of the Employer who need access to the records relating to the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

## **Section 15. Disciplinary Action**

The Employer 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;
3. Adulterates a specimen for a drug or alcohol test.

### **Positive Test Results**

The Employer will evaluate the employment history of any Employee who tests positive for drugs and/or alcohol. The appropriate course of action will be determined based on the Employee's total work record. Where deemed appropriate by management, an Employee may be offered the opportunity to enter an Employee Assistance Program (EAP). Continued employment will be contingent upon the successful completion of an EAP and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to two (2) years. However, the Employer reserves the right to initiate disciplinary action, up to and including termination of employment, for the first positive test result. Any decision regarding disciplinary action under this policy by management will be final and binding subject to the grievance process available to permanent full-time members of the bargaining unit.

Employees who have tested positive, and who have been offered the opportunity to participate in a EAP in lieu of termination of employment, 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 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, compensatory time and vacation leave. An

Employee may request a “return to work” test no sooner than two 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 up to and including termination of employment.

In the event the Employer does not terminate the employment of an Employee who has a positive test result, the Employee who enters an EAP after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

An Employee who is discharged from employment because of refusal to undergo drug or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for eligibility for unemployment compensation and the Employer will protest any application for unemployment benefits.

### **Section 16. Prohibitions**

No Employee may report for duty within four 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 nor 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 instruction 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 17. Responsibilities of Individuals**

To comply with the provision of this policy, each Employee assumes the following responsibilities:

1. Working Under the Influence of Performance Impairing Medication

Employees who have been prescribed legal medication that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

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.

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.

## ARTICLE XXVII

### PERFORMANCE EVALUATIONS

Section 1. Employees of the Glenpool Police Department shall have their performance evaluated annually. At each anniversary of an Employee's hire or promotion date, a performance evaluation will be conducted by the immediate supervisor, reviewed and approved by the Police Chief.

Section 2. Employees who fail to meet articulated expectation within a stated time period, will be provided a Corrective Action/Performance Improvement Plan. If an Employee continues to fall below expectations, the Employee may be subject to disciplinary action.

Section 3. When an Employee is evaluated on his/her performance, the Employee shall be given an opportunity to examine the performance evaluation; and to discuss it with his/her supervisor. The Employee shall sign the evaluation form and attach any relevant documents to the form. The signature does not indicate agreement with the evaluation. The Employee shall be given a copy of the performance evaluation. A copy, with any attachments, shall be placed in the Employee's official personnel file.

Section 4. Violations of the procedures contained herein are subject to the grievance procedure; however, the rating determined by the Employee's immediate supervisor and the Police Chief is not a proper subject for the grievance procedure.

## ARTICLE XXVIII

### LEAVE SHARING

**Statement:** The Employer recognizes that Employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off more than their available vacation, sick or personal time. To address this, need all eligible Employees of the bargaining will be allowed to donate vacation, sick, or personal time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

**Eligibility:** Employees who donate time must be employed with the Police Department for a minimum of 1 year.

**Guidelines:** Employees who would like to make a request to receive donated time from their co-workers must have a situation that meets the following criteria:

**Family Health Related Emergency:** Critical or catastrophic illness or injury of the Employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, domestic partner, child, parent or other relationship in which the Employee is the legal guardian or sole caretaker.

**Other Personal Crisis:** A personal crisis of a severe nature that directly impacts the Employee. This may include a natural disaster impacting the Employee's primary residence such as a fire or severe storm.

Employees who donate time from their unused balance(s) must adhere to the following requirements:

Donation minimum- 4 hours

Donation maximum- 40 hours

**Note:** Employees who donate time must have sufficient time in their leave balance(s) and will not be permitted to exhaust their balances because they may experience their own personal need for time off. Employees cannot borrow against future leave time to donate.

Employees who receive donated leave time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

The amount of leave hours donated by one Employee to another Employee is considered confidential information.

Employees who are currently on an approved leave of absence cannot donate leave time.

If the recipient Employee has any available vacation, sick, or personal time in their balance, this time will be used prior to any donated leave time. Donated leave time may only be used for time off related to the approved request. Any donated leave that is more than the time off needed will be returned to the donor.

**Procedure:** Employees who would like to make a request to receive donated time are required to complete a "Request For Donated Leave Time Form", which includes authorization of the HR Director to

notify the FOP President of their request. The FOP President will notify the members of bargaining unit of the need for the sole purpose of soliciting donations.

Employees who wish to donate leave time to a co-worker in need must complete a "Donation of Leave Time Form".

Employees receiving and using shared leave will continue eligibility for employment benefits (healthcare, leave accruals). If conditions of the leave qualify under the Family Medical Leave Act (FMLA), the Employee's paid time will count as FMLA (maximum FMLA = 12 weeks).

All leave donations will be on an hour-for-hour basis and in one-hour increments. No consideration will be given to the dollar value of the leave donated.

Forms for requesting donated leave time and for recording donated leave time are at Appendix 8. These must be completed and submitted to the Human Resources Director by hand or via email.

## ARTICLE XXIX

### FOREIGN LANGUAGE INCENTIVE

The Lodge and the Employer recognize that there are members of our community who do not speak English, or who are more comfortable speaking in their native language, may need to use an alternative means of communicating with Law Enforcement.

As such, any member of the bargaining unit who wishes to learn an additional language(s), may do so. The Lodge member will be compensated at their regular hourly rate during training. The member should strive to train during their regular shift. Off-duty training time must be approved by the Police Chief. The training may consist of classroom learning, online training resources (such as Rosetta Stone software, Mango Language applications, or other applications, as approved by the Employer), and interacting with native speakers of the language being trained. The Employer will purchase language training software which shall be shared by all participating members.

After Lodge members have successfully completed training and demonstrated their competency they will be compensated by receiving a \$75/month foreign language stipend. Officers who wish to become multi-lingual may complete and be compensated for 2 language courses, meaning their maximum monthly stipend would be \$150/month after training and competency demonstration. The competency demonstration will consist of a written test, and/or meeting with a professional in the area of teaching the language the member is currently studying (i.e. a local professor, or possibly a native speaker).

To be eligible for a Foreign Language Incentive, the Employer may require the Employee to take and pass a foreign language proficiency test every 2 (two) years, administered by an outside vendor selected by the Employer, or other foreign language certification acceptable to the Employer.

Languages currently accepted:

Burmese  
Spanish

This incentive will expire on June 30, 2020. The Employer agrees to reassess the need for this Article during FY20-21 negotiations. The Employer reserves full discretion to continue or not continue the Foreign Language Incentive based on the member's course completion or participation during FY19-20.

## ARTICLE XXX

### FITNESS FOR DUTY

Both parties have agreed to work cooperatively towards the goal of creating a fitness for duty policy with the intent that it will provide a safe and productive work environment to ensure that all Employees can safely and effectively perform the essential functions of their jobs, while providing the Employer the opportunity and ability to require a professional evaluation of an Employee's physical and/or mental capabilities to perform the essential functions of their jobs. It was the intent of the parties during negotiations to continue working toward this goal during FY2019-2020 so that it can be added to this Agreement prior to the end of the fiscal year.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 17 day of  
June 2019.

THE CITY OF GLENPOOL, OKLAHOMA  
A Municipal Corporation

BY: Timothy Lee Fox  
Timothy Lee Fox, Mayor

Attest:

Wendy Knight

Wendy Knight, City Clerk



APPROVED AS TO FORM:

John Peterson  
City Attorney  
Lowell Peterson

FRATERNAL ORDER OF POLICE,  
LODGE NO. 133

BY: D. J. Da  
President or Lodge Representative

Attest:

T. S. Peterson  
Secretary

**APPENDIX 1**  
**EMPLOYEE AGREEMENT AND CONSENT TO**  
**DRUG AND/OR ALCOHOL TESTING**

I hereby agree, upon a request made under the drug/alcohol testing policy of the City of Glenpool, to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis as applicable. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under City policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the City of Glenpool and/or its selected physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release all documentation relating to such test to the City of Glenpool and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the City of Glenpool to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly authorized City of Glenpool management employees will have access to information furnished or obtained because of the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and/or to respond to inquiries or notices from government entities, or such other purposes as are required by law.

I will hold harmless the City of Glenpool, its selected physician and any testing laboratory the City of Glenpool might use, meaning that I will not sue or hold responsible said parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse action that might arise as a result of the drug or alcohol test, even if the City of Glenpool, its selected physician or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the City of Glenpool, its selected physician, and any testing laboratory that the City of Glenpool might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, so long as such release or use of the information is within the scope of this policy and conforms to the procedures explained in the paragraph above.

The City of Glenpool drug/alcohol employee testing policy and this consent to submit to such policy as set forth in this authorization have been explained to me in a language I understand, I comprehend their meaning, and I have been told that if I have any questions about the test or the policy, to address them to my immediate supervisor or the Director of Human Resources and they will be answered as promptly and thoroughly as reasonably possible.

I UNDERSTAND THAT THE CITY OF GLENPOOL, WITHOUT LIMITATION, WILL REQUIRE A DRUG/ALCOHOL SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, OR WHENEVER OTHER CIRCUMSTANCES GIVE RISE TO A REASONABLE SUSPICION THAT DRUGS OR ALCOHOL HAVE BEEN USED EITHER IN THE WORKPLACE OR OTHERWISE IN SUCH WAY AS TO HINDER JOB PERFORMANCE.

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Employee Signature

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Employee Printed Name

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Date

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City of Glenpool Representative

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Title

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Date

## APPENDIX 2-A

### Request For Donated Leave Time Form

Date of Request:			
Employee Name:			
Number of Leave Days requested:		Beginning Date:	
Reason for request:			

I understand, that if the reason for leave, qualifies under the Family Medical Leave Act (FMLA), that this paid time will count as FMLA (maximum FMLA = 12 weeks). I understand that I may also need to provide a licensed practitioner's certification of my not being able to work.

I authorize the HR Director to release information concerning my need of donated time, to the FOP President. The FOP President will notify the members of the Bargaining Unit, for the sole purpose of soliciting leave donations.

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Employee Signature

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Date

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HR Director Signature

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Date

## APPENDIX 2-B

### Donation of Leave Time Form

I, \_\_\_\_\_, wish to donate the hours listed below to \_\_\_\_\_. I understand that this leave donation becomes the "property" of the Employee donated to for the duration of the illness/personal crisis or until exhausted. Should the requirement of the donation cease to exist, leaving an unused portion, that portion will be returned to me.

Please indicate the type and amount of leave to be donated:

Type of Leave	# of Hours 4 Hour Minimum	or	# of Days 5 Days Maximum
Sick Leave			
Vacation Time			
Compensatory Time			
Combined Total Cannot Be Greater Than 40 Hours			

Terms and Conditions:

1. I understand that donations must be made in increments of whole hours.
2. I am donating these hours freely and have not been forced or coerced into doing so.
3. My donation, once processed and transferred through payroll, is irrevocable.
4. I understand my leave balance(s) will be decreased by the amount contributed.
5. I certify that after the donation, I will not have fallen below a balance of 40 hours in either my sick or vacation leave.

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Employee Printed Name \_\_\_\_\_ Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

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HR Director Signature \_\_\_\_\_ Date & Time Received \_\_\_\_\_

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				

Leave Type	Beginning Balance	Pay Period	Hours Used	Balance
Sick				
Vacation				
Compensatory				

