

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF TULSA, OKLAHOMA  
AND  
LODGE #93 FRATERNAL ORDER OF POLICE

EFFECTIVE JULY 1, 2010 THROUGH JUNE 30, 2011

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## COLLECTIVE BARGAINING AGREEMENT

Acknowledging that 11 O.S. 1991, Sections 51-101 et seq., as amended, grants to police officers well recognized rights of labor, such as the right to organize, the right to be represented by a collective bargaining agent of their choice, and the right to bargain collectively concerning wages, hours, and other terms and conditions of employment; pursuant thereto, this Agreement is entered into by and between the City Of Tulsa, Oklahoma, a municipal corporation (hereinafter referred to as "Employer"), and Lodge 93, Fraternal Order Of Police, the exclusive collective bargaining agent of the Tulsa Police Officers (hereinafter referred to as "Lodge") and thus is made to:

- (a) Establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented officers of the City of Tulsa Police Department;
- (b) Provide for quality law enforcement and policing services throughout Employer's boundaries on an uninterrupted basis for the benefit of the citizens of Tulsa;
- (c) Assist in the amicable adjustment of labor disputes.

### ARTICLE 1 - RECOGNITION

Section 1.1 Employer recognizes Lodge as the exclusive bargaining agent for all Employees of the Tulsa Police Department as defined by 11.O.S., 51-102(10) and 11 O.S. 50-101(6), specifically all employees upon completion of the Tulsa Police Department's Field Training Program except:-

- (a) The Police Chief (Chief)
- (b) One Police Officer designated by the Chief
- (c) Civilian employees

Section 1.2 Those Employees in the classification of Captain and above shall be covered by the terms and conditions of employment set forth in this Agreement, except in certain specific Articles, wherein they are addressed.

Section 1.3 The parties recognize the Fraternal Order of Police as the exclusive employee representative as set forth under 11 O.S. 51-103 of the Fire and Police Arbitration Act of the State of Oklahoma. Employer agrees that under said statutes the City and the Lodge are the only parties which may legally and appropriately confer, negotiate and enter into agreements on matters which relate to wages, hours and other conditions of employment as provided in the F.P.A.A. and the collective bargaining agreement covering all employees.

Section 1.4 Lodge and Employer hereby acknowledge that 11 O.S. 1991, Section 51-111, as it may be legislatively or judicially amended, modified, interpreted, repealed or invalidated from time to time, asserts that "all rules, regulations, fiscal procedures, working

conditions, departmental practices and manner of conducting operation and administration of ... police departments currently in effect on the effective date of any negotiated agreement shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of such agreement.”

## ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 2.1 Lodge recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the powers of authority which Employer has not officially abridged, delegated, granted, or modified by this Agreement are retained by Employer, and all rights, powers, and authority Employer had prior to the signing of this Agreement are retained by Employer and remain exclusively without limitation within the rights of Employer.

Section 2.2 Except as may be limited herein, Employer retains the rights in accordance with the constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Tulsa and the ordinances and regulations promulgated thereunder as follows:

- (a) To determine Police Department policy including the rights to manage the affairs of the Police Department in all respects;
- (b) To assign working hours, including overtime;
- (c) To direct the members of the Police Department, including the right to hire, promote, or transfer any employee;
- (d) To discipline, suspend or terminate any employee for good and sufficient cause (good and sufficient cause is synonymous with "just cause");
- (e) To determine the organizational chart of the Police Department, including the right to organize and reorganize the Police Department and the determination of job classifications and ranks based upon duties assigned;
- (f) To determine the safety, health, and property protection measures for the Police Department;
- (g) To allocate and assign work to all Employees within the Police Department;
- (h) To be the sole judge of the qualifications of applicants and training of new Employees;
- (i) To schedule the operations and to determine the number and duration of hours of assigned duty per work period provided that any hours worked in excess of forty (40) hours per work period shall be considered overtime;

- (j) To establish and enforce Police Department rules, regulations, and orders;
- (k) To introduce new, improved, or different methods and techniques of Police Department operation or change existing methods and techniques;
- (l) To determine the amount of supervision necessary;
- (m) To control the departmental budget;
- (n) To take whatever actions may be necessary to carry out the mission of Employer in situations of emergency.

### ARTICLE 3 - SAVINGS CLAUSE

Section 3.1 If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

### ARTICLE 4 - NONDISCRIMINATION

Section 4.1 Employer agrees not to discriminate against any Employee for or because of his activity in behalf of, or membership in, Lodge. Employer and Lodge agree that there shall be no discrimination against any employee because of race, creed, size, gender, national origin, religion, age, disability or status of Lodge membership.

Section 4.2 The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

### ARTICLE 5 - PROHIBITION OF STRIKES

Section 5.1 Lodge shall neither cause nor counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of Employer's function, operation, or service for any reason; nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concerted work stoppage. Lodge shall not aid or assist any person or parties engaging in the above-prohibited conduct by giving direction or guidance to such activities and conduct, or by providing funds, financial, or other assistance for the conduct or direction of such activities or for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, that Lodge may provide legal representation. In applying the provisions of this Article, all terms used herein shall be given the meaning commonly understood. Lodge shall not be in breach of this Agreement where the acts or actions herein before enumerated are not caused or authorized directly or indirectly by Lodge.

Section 5.2 Upon notification confirmed in writing by Employer to Lodge that certain of its members are engaging in a wildcat strike, Lodge shall immediately, in writing, order such members to return to work at once and provide Employer a copy of such an order, and a responsible official of Lodge shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by Lodge shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of Employer. In the event that a wildcat strike occurs, Lodge agrees to take all reasonable effective and affirmative action to secure the members return to work as promptly as possible.

Section 5.3 Employer agrees that it shall not lock out any Employees because of a labor dispute.

## ARTICLE 6 - SENIORITY

Section 6.1 As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment within each job classification set forth in Article 1.

- (a) Seniority shall commence on the first regularly scheduled workday of the Basic Police Academy.
- (b) Subsequent seniority dates for Employees shall commence on the effective date of promotion to a higher rank or classification.
- (c) After the effective date of this Agreement, seniority for an Employee rehired shall commence on the date of rehire.

Section 6.2 Except where impractical due to skill levels of Employees, or experience of Employees, or where specific working conditions exist which would preclude certain Employees from working specific shifts or substations, and considering required manning levels, seniority will be the dominant factor to be considered by the Chief of Police. Seniority shall be exercised in the following sequence of priority with "a" being first:

- (a) Substation assignment.
- (b) Shift assignment.
- (c) Assign regular days off.
- (d) Annual leave requested within the two, thirty (30) calendar day application periods per Section 12.5.
- (e) Seniority will be the dominant factor in granting time off for vacation and floating holidays prior to one hundred twenty (120) hours before the

requested day off. Thereafter, requests for time off will be granted on a first come, first served basis provided the time off will not cause the shift to fall below minimum manning.

General shift change assignments and substation assignments shall occur only one time per year on the last Sunday in August.

Section 6.3 If two (2) or more Employees in the same classification are promoted on the same date, their seniority standing shall be determined in the order of their rank on the certified Employee list from which appointments are made. Provided that if two (2) or more Employees are tied on the certification list and are promoted on the same day, then a random lottery system shall be used to determine the Employees' seniority standing. If two (2) or more Employees are hired on the same date, their seniority standing shall be determined by an impartial and random lottery system to be conducted by Employer with representation of the Lodge. Seniority determination shall be made not later than ten (10) days following graduation by Employees involved from the Tulsa Police Academy.

Section 6.4 The provisions of this Article shall not exclude such other seniority rights in existence on the effective date of this Agreement except those existing provisions as may be specifically modified or changed by this Agreement.

Section 6.5 Seniority shall terminate for the purposes defined in Section 6.2 when any Employee covered hereby terminates his employment with the City of Tulsa Police Department for any reason.

Section 6.6 In the event of a reduction in force, Employees shall be laid off in inverse order of seniority to be determined from Employee's original date of hire. Employees shall be recalled from layoff status by seniority to be determined from their original date of hire. Recall rights shall be preserved for a period of one (1) year from the date of layoff. Notice of recall shall be mailed by certified mail to Employees at their last place of residence shown on Employer's personnel records. Any Employee who fails to report for duty within fifteen (15) working days following receipt of notice of recall or within fifteen (15) working days following attempted delivery of such notice if the same is unclaimed or otherwise not actually received shall be deemed as having permanently terminated his employment.

Section 6.7 Employees in the classification of Captain and above shall be excluded from Section 6.2 (a), (b), (e).

Section 6.8 No Employees in the rank of PD-03 or below will be immediately supervised by non-sworn personnel.

## ARTICLE 7 - GRIEVANCES AND ARBITRATION

Section 7.1 The Lodge may file a grievance concerning the meaning, interpretation, application, or alleged violation of the terms and provisions of this Agreement. No matter shall be entertained as a grievance hereunder unless written notice is filed within the time periods

referenced in Sections 7.4 and 7.5 after the occurrence of the event or after the Employee or Lodge becomes aware of or reasonably should have been aware of the event giving rise to the grievance. Grievances on subjects listed in Section 7.4 shall only be submitted per Section 7.4. Grievances on subjects listed in Section 7.5 shall only be submitted per Section 7.5.

Section 7.2 The Grievance Committee, hereinafter referred to as "Committee", may assist the Lodge or any member(s) of the bargaining unit with the preparation and submission of a grievance at any level. Three (3) members of Committee may attend a grievance hearing with no loss of pay. Committee may investigate and consider any grievance submitted, and may meet to consider a single grievance or several grievances collectively. Committee shall consist of the Lodge President and the Board of Directors of the Lodge. Committee shall be vested with complete, final and exclusive authority to accept, reject, or otherwise weigh or determine the merits of grievances submitted hereunder by Employees. Employees shall process all grievances through the Lodge and Employer shall only respond to those grievances processed through Committee, presented on the proper Lodge grievance form and signed by a member of the Lodge Grievance Committee. If a grievance is rejected by Committee it shall be considered resolved or withdrawn. The decision by Committee with respect to such matters shall be binding upon the Employee(s) aggrieved.

Section 7.3 In computing any period of time prescribed herein, the day of the act or event from which the designated period of time begins shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, or Sunday or a designated City holiday, in which event the period shall continue until the end of the next day which is not one of the aforementioned days. Provided that all time limits set forth may be extended by the mutual written consent of the grievant(s) and Employer's representatives. Failure of the Employer to respond to a grievance within the prescribed time period shall automatically initiate the next grievance step as well as the grievant's obligations to comply with that step's time limitations. All time limits set out in this Article shall be strictly observed and any failure of a grievant to comply with such time limits shall automatically terminate any right to continue the grievance.

Section 7.4 A grievance which involves a suspension, promotion, demotion or dismissal shall be filed in writing, on the grievance form attached hereto as Appendix "D", with the Human Resources Director or his designee within ten (10) calendar days of the Employee receiving written notification of the action. A written appeal involving suspension, promotion, demotion or dismissal shall state the nature of the grievance and designate an election to have the matter determined through Civil Service Commission appeal procedures or by an impartial arbitrator selected through arbitration procedures.

A grievance which involves a promotional issue shall be filed in writing with the Chief of Police within ten (10) calendar days after the Employee becomes aware, or reasonably should have become aware of the event giving rise to the grievance. The Chief of Police shall respond in writing to the Employee with ten (10) calendar days from receipt of such grievance. A copy of the Chief's written response shall be forwarded to the Human Resources Director or his designee. If elected by the Employee as a Civil Service Commission case, a written appeal involving a promotional issue shall be filed with the Personnel Director or his designee within ten (10) calendar days of the Employee's receipt of the Chief of Police response.

The Human Resources Director or his designee shall investigate and/or review the grievance and a determination to support or revise the decision of the Chief of Police will be made. The Human Resources Director or his designee shall submit his recommended grievance resolution to the Civil Service Commission in accordance with recommended resolution processes. The Human Resources Director or designee may conduct a hearing to help clarify and/or resolve disputed issues. A written response from the Human Resources Director or his designee shall be provided to the grievant and the Chief of Police within fifteen (15) calendar days from receipt of the Employee's written grievance appeal.

An Employee's election for arbitration shall waive any right to a Civil Service Commission appeal and an election for Civil Service procedures shall waive any right to arbitration. Failure to file a disciplinary action appeal within ten (10) calendar days shall waive all appeal rights of any kind. The appeal election chosen by an Employee shall be binding on the Employee and all parties to this Agreement.

Section 7.5 Grievances, other than those set forth in Section 7.4, shall be submitted in writing within twenty (20) calendar days of the event being grieved on the grievance form attached hereto as Appendix "E" and shall follow the procedure set forth herein:

- Step 1: A grievance shall be presented in writing by the grievant(s) or a designated representative of the Lodge to the grievant's Division Commander. The Division Commander shall respond to the grievant(s) in writing within ten (10) calendar days. If a grievance is filed by the Lodge and involves a contractual interpretation, Department rule or procedure, the Lodge shall file the written grievance directly to the Chief of Police or his designee under Step 2 below. The Employer shall not be bound by the decision or reasons set forth in the response by the Division Commander or his designee.
- Step 2: If the grievance is not resolved, the member(s) or the Lodge shall file a written grievance with the Deputy Chief over the Division Commander with whom the grievance was filed in Step 1 within ten (10) calendar days after receipt of the Division Commander's response. The Deputy Chief shall respond in writing to the grievant(s) or the Lodge within ten (10) calendar days following the receipt of any grievance. The Employer shall not be bound by the decision or reasons set forth in the response by the Deputy Chief or his designee
- Step 3: If the grievance is not resolved, the member(s) or the Lodge shall file a written grievance with the Chief of Police or his designee within ten (10) calendar days after receipt of the Deputy Chief's response. The Chief of Police or his designee shall respond in writing to the grievant(s) or the Lodge within ten (10) calendar days following the receipt of any grievance. The Employer shall not be bound by the decision or reasons set forth in the response by the Chief of Police or his designee.

Step 4: If the grievance is not resolved it may be submitted in writing to the Human Resources Director or his designee by the Lodge within ten (10) calendar days of receipt of the written answer from the Chief of Police. The Human Resources Director or his designee shall investigate and/or review the grievance and a determination to uphold or revise the decision of the Chief of Police will be made. A fourth (4<sup>th</sup>) Step hearing may be held to help clarify the disputed issue(s). As an alternative to a 4<sup>th</sup> Step hearing, the parties may mutually agree in writing to engage in non-binding mediation, the cost of which, if any, to be shared equally by the parties. A written response from the Human Resources Director or his designee shall be provided to Lodge and the grievant within fifteen (15) calendar days from the date of the 4<sup>th</sup> Step hearing. In the event the Human Resources Director or his designee fails to respond within the fifteen (15) calendar day time-frame, the Employer shall be bound by the response submitted by the Chief of Police or his designee.

Section 7.6 The Lodge may request in writing the grievance be submitted to arbitration if the issue is not resolved within the Step 4 process. Any such written request shall be provided to the Human Resources Director or his designee within ten (10) calendar days from the receipt of Employer's final response. The parties shall then request a strike list panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service as soon as reasonably possible.

Section 7.7 Within seven (7) calendar days of receipt of the panel, the City and the Lodge shall alternately strike the name of one arbitrator from the list of seven (7) until one name remains with the City and the Lodge alternating making the first strike from the list.

Section 7.8 The arbitrator so selected shall attempt to conduct a hearing within thirty (30) calendar days after the appointment of the arbitrator, if such is practical given the schedules of the parties and the arbitrators. The arbitrator shall endeavor to select a date which is satisfactory to the City and the Lodge. If the parties are unable to agree on a hearing date, the arbitrator is empowered to select a date. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall be persuasive but not binding. Any and all documentary or other data deemed relevant may be received in evidence. At the conclusion of the hearing, the arbitrator shall specify a briefing schedule, if any, and shall specify a reasonable period of time within which to issue findings of fact and an award, if any.

Section 7.9 With respect to the interpretation, enforcement or application of the provisions of the Agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. The arbitrator's decision shall be based on the factual evidence introduced at arbitration, and the arbitrator shall not rely on any evidence not admitted at the arbitration. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto and shall not extend to those extra-contractual (i.e., Worker's Compensation, Unemployment Compensation issues, etc.) matters for which a forum and remedy is available pursuant to statute. 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 part, any provisions of this Agreement or any supplement

thereto or amendment thereof; nor shall any wage structures or structures of job classifications be subject to arbitration. This shall not preclude individual wage grievances.

Section 7.10 The cost of the impartial arbitrator shall be shared equally between Lodge and Employer. If a transcript of the proceedings is requested, then the party so requesting is responsible for its payment in full. If the parties do not agree to split the cost of the transcript then the party not paying for half the cost of the transcript shall have no right to the transcript.

Section 7.11 It is specifically and expressly understood that filing a grievance under this Article which has as its last step either the Civil Service Commission grievance process or binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, Lodge or other representatives of the party to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeals forum to the extent permitted by law.

Any Employee who has completed the Field Training Program but has completed less than one (1) year of service, shall not have the election of remedies as provided by this Article to proceed to the Civil Service Commission.

#### ARTICLE 8 - DUES DEDUCTION

Section 8.1 Employees may authorize payroll deductions for the purpose of paying association dues. No authorization shall be allowed for payment of initiation fees, assessments other than provided in Section 8.3, or fines.

Section 8.2 If Lodge elects to establish payroll deductions for the purpose of dues payment, it will so notify Employer as to the amount requested. Before the commencement or alteration of the dues check-off schedule, each affected Employee shall sign an authorization card, provided by Lodge, authorizing the stated monthly dues deductions.

Section 8.3 The Employer agrees to make payroll deductions of an FOP payroll assessment fee in addition to those provided in Section 8.1 from the paychecks of bargaining unit members in accordance with the Lodge constitution and bylaws. The assessment shall be applicable to members who have signed and have on file with the Employer a voluntary, effective, authorized, and approved payroll deduction card.

Section 8.4 The payroll deduction and payroll assessment shall be revocable by Employee notifying Employer in writing. Lodge shall be notified of any revocation.

Section 8.5 Prior to changing the requested amount of dues check-off, if such a system is implemented, Lodge shall notify Employer of such change in writing thirty (30) days in advance and in accordance with Section 8.2 above.

Section 8.6 Lodge will indemnify, defend, and hold Employer harmless against any claims made and against any suits instituted against Employer on account of payroll deduction of Lodge dues or payroll assessments per Section 8.3 above.

## ARTICLE 9 - LODGE BUSINESS

Section 9.1 The President of the Fraternal Order of Police, Lodge #93 shall be assigned to a special forty (40) hour administrative position for the purpose of conducting necessary business relating to furthering Lodge/Management relations. The specific conditions of the administrative position assignment are further clarified within the Memorandum of Understanding agreed to by the parties and dated May 25, 1994. Pay for the Lodge President shall be equal to the amount of his normal assignment.

Section 9.2 A Lodge member shall be assigned to a special forty (40) hour Lodge administrative position for the purpose of conducting necessary business relating to furthering Lodge/Management relations and community relations. Outside of normal Lodge duties, the duties of this position shall include participating in public forums, community-related training and provide input, support or advice related to various community initiatives that would benefit the Lodge, the Tulsa Police Department and the City of Tulsa. The extra duties shall be mutually agreed upon by the Lodge and the City. The duties of this position may be shared with the Lodge President. Pay for the Lodge member shall be equal to the amount of his normal assignment.

Section 9.3 The President, First Vice-President, Second Vice-President, Secretary, Treasurer, Chairman of the Negotiations Committee, and the Chairman of the Board of Directors shall be allowed duty time to attend regularly scheduled Lodge meetings each month if his regular shift occurs during periods of time in which such meetings are held. Such time off with pay shall not exceed the period of time required for two Lodge meetings in any calendar month.

Section 9.4 Lodge delegates, State and National Officers, if any, shall be granted up to forty (40) hours per calendar year to attend either the State Fraternal Order of Police Convention or the National Fraternal Order of Police Convention. In addition to the leave provided above, State and National Officers, if any, shall be granted one hundred twenty (120) hours per calendar year to attend National Board Meetings, National Memorial Services, National Day on the Hill, Western States Meetings, National Presidents' Meetings, State Presidents' Meetings, Winter Board Meetings, State Memorial Services and other Lodge business, if necessary. The parties agree that the total hours provided under Section 9.4 shall not exceed a maximum of sixteen hundred (1600) hours of leave for Lodge members. Requests for leave provided for in this article, shall be processed through the Lodge President. The Lodge President shall monitor the use of requested leave to ensure the appropriate use of such leave. The Lodge President will also provide written pre-notification to the Chief regarding all requested hours of leave. The Lodge President shall also provide a quarterly report to the Chief of Police which includes the Employees' names, the number of hours expended, the type of event/meeting and the total hours utilized within the current fiscal year regarding such leave.

Section 9.5 Four (4) members of Lodge and the Lodge President shall be paid for time off spent in actual negotiations and, if necessary, corresponding time in arbitration proceedings arising out of the Agreement, provided that such proceedings are held during Employee's duty time.

Section 9.6 One member from each shift of each Division on duty during Lodge meetings, will be allowed duty time to attend regular Lodge meetings.

Section 9.7 Two (2) members of the Lodge shall be allowed duty time, upon approval of the Chief, to attend to legislative matters involving non labor or benefit issues and relating to criminal or technical issues involving law enforcement and/or criminal statutes. The Lodge and the City shall communicate and coordinate such legislative efforts through the Mayor's legislative affairs designee. Such time shall be during the regular legislative session in Oklahoma City and shall normally be limited to one (1) day per week per member.

Section 9.8 No additional time off, with or without pay, shall be granted to any Employee for purposes other than those specified in this Article 9 or Article 7 without the prior approval of the Chief of Police.

#### ARTICLE 10 - BULLETIN BOARDS

Section 10.1 Employer agrees to allow Lodge a Bulletin Board at each Police Station, Substation and Tulsa International Airport. The location of Bulletin Boards shall be mutually agreeable to Employer and Lodge.

Section 10.2 Bulletin Boards shall be used for the purpose of posting notices of Lodge meetings; Lodge elections; Lodge election returns; Lodge appointments to office; Lodge recruitment, educational, recreational, and social affairs; and such other matters as may be agreed upon by Lodge and Employer

Section 10.3 It is understood that material of a political, controversial, or inflammatory nature shall not be posted. The Chief of Police or his designee shall be authorized to remove any material from the Bulletin Boards which does not conform to the intent of this Article.

Section 10.4 It shall be the responsibility of Lodge to maintain the Bulletin Boards, to insure prompt removal of outdated materials, and further insure that the posting of such material is limited only to those Bulletin Boards provided in Section 10.1 above. All such material shall be approved and signed by either the President, First Vice-President, Second Vice-President, or Secretary of Lodge.

#### ARTICLE 11 - POLICE DEPARTMENT RULES AND REGULATIONS

Section 11.1 Employer shall meet and confer with Lodge Grievance Committee prior to changing Regulation No. 30, Police Officer Bill of Rights (attached Appendix "B").

Section 11.2 The Lodge President shall be provided copies of any and all pre-action notices, pre-termination notices, written reprimands, suspensions, demotions, or terminations given to any sworn officer of the Police Department. The Lodge President shall also be provided notice of all administrative investigations (with exception of sexual harassment), assigned at the departmental or divisional level, prior to Employees being interviewed.

Section 11.3 It is agreed that reduction of accrued vacation is an effective means of corrective discipline which does not impose financial hardship on the Employee and does not create a manning problem for Employer. An Employee so disciplined cannot receive additional discipline for the same incident. Reduction of accrued vacation shall be limited to two (2) shifts for a single incident. The reduction of accrued vacation shall not be subject to any grievance procedure. An Employee who is to be disciplined may elect to receive a suspension without pay in lieu of such reduction of accrued vacation.

Section 11.4 Complaints that were investigated and determined to be unfounded, exonerated or not sustained shall not be considered, utilized, or compiled in any report to determine disciplinary action that might be taken in regards to an investigation. After the statute of limitations expires on civil or criminal matters, not sustained or unfounded allegations against an Employee shall be removed from the Employee's file, provided there have been no similar allegations during the above-mentioned period.

Section 11.5 Disciplinary actions listed below may not be considered, utilized, or be the basis of future disciplinary decisions, in part or whole after the times identified below expire.

1. Counseling documentation shall be purged and expunged after the passage of one (1) year.
2. Division Letters of Reprimand shall be purged and expunged after the passage of one (1) year.
3. Department Letters of Reprimand shall be purged and expunged after the passage of three (3) years.
4. Suspensions, Vacation Reductions, and Orders of Demotion shall be purged and expunged after the passage of five (5) years.

The parties agree that the above provisions shall not apply to discipline for employment discrimination or harassment workplace incidents. The parties further agree that if the discipline relates to dishonesty by the Employee being disciplined the time periods for purging and expunging shall be increased to two years for counseling documentation, two years for Division Letters of Reprimand, and five years for Department Letters of Reprimand, and seven years for Suspensions, Vacation Reductions, and Orders of Demotion.

Section 11.6 An Employee shall be allowed to review his/her personnel file under appropriate supervision at any reasonable time and challenge any information maintained in the file. No complaint whether founded, unfounded, or not sustained will be maintained in an employee's personnel file without a disposition.

## ARTICLE 12 - VACATIONS

Section 12.1 Vacation and annual leave (leave which complies with Section 12.5) with pay shall be granted to Employees in accordance with the provisions of this Article. An Employee must be on regular employment status and have completed the original probationary period before becoming eligible for paid annual leave. Annual leave shall normally be requested and granted during the twelve (12) month period immediately following Employee's vacation

accrual year. Vacation days shall not exceed the total amount of accrued vacation days credited to an Employee at the time he commences such leave. Employees shall not be permitted to use either accrued vacation days or accrued compensatory time during a period of suspension except as provided in Section 11.3.

Section 12.2 Vacation days shall be accrued by Employees covered by this Agreement as follows:

Years of Completed Service	Monthly Accrual	Yearly Accrual
Date of employment to completion of fifth year	9.333 hours	112 hours
5 years but less than 10 years	10.667 hours	128 hours
10 years but less than 15 years	14 hours	168 hours
15 years but less than 20 years	15.333 hours	184 hours
20 years but less than 25 years	16.667 hours	200 hours
25 years or more	17.333 hours	208 hours

Section 12.3 The maximum amount of vacation leave that may be accrued by an Employee shall be twice the amount for which the Employee is eligible to accrue in one calendar year. No additional vacation leave shall be credited to an Employee who has reached the maximum amount. However, an Employee on injury leave may accrue up to an additional six (6) months of vacation accruals beyond this maximum while on injury leave. Any such excess accrual beyond the normal maximum accruals must be utilized by the Employee within twelve (12) months following return to work from injury leave. Holidays or other nonscheduled workdays shall not be included in computing usage of vacation leave. Annual leave shall normally be taken in forty (40) hour increments.

Section 12.4 Upon separation, an Employee shall be paid for the unused portion of his/her accrued vacation leave provided he/she has completed the Field Training Officer Program. The unused vacation leave shall be paid out at the Employee's regular rate (as defined by FLSA), which is synonymous with the City's adjusted rate of pay, at the time of separation. However, notwithstanding the Injury Leave allowance noted above, under no circumstances shall the Employee be paid for more than twice the amount the Employee is eligible to accrue in one (1) calendar year. An Employee who is dismissed from the service of Employer for embezzlement of Employer's funds or theft of Employer's property, shall be ineligible for payment of accrued vacation leave. An Employee shall not receive pay for accrued vacation leave in lieu of time off except as provided in this Section 12.4.

Section 12.5 Accrued vacation days may be taken singly or in groups according to Section 6.2 of this Agreement. However, whenever an Employee desires to take off forty (40)

hours or more consecutive accrued hours, said period of consecutive hours is designated as "annual leave" and must be applied for in the following manner:

By the last Sunday in August and January of each year, each Division Commander shall conspicuously post a notice and form upon which each Employee may select his semi-annual leave on a seniority basis as provided for in Section 6.2. The August application for semi-annual leave shall pertain to leave taken in the months of September, October, November, December, January and February. The February application for semi-annual leave shall pertain to leave to be taken in the months of March, April, May, June, July, and August. The notice shall state that each Employee requesting semi-annual leave must complete the posted form within thirty (30) calendar days after its initial posting in order to prevail on the basis of seniority. An Employee may complete the form after the expiration of thirty (30) days, and in such event, seniority does not apply but such requests will have priority over leave requests not qualifying for annual leave. In this situation it shall be first come, first served. Annual leave requested outside of the seniority application period shall be granted provided that staffing requirements are met at the time the request is made. Computation of the forty (40) hour period designated as "semi-annual leave" shall not take into account any regular days off, so that a series of accrued hours off will be considered consecutive, even if regular hours off are interposed. It is permissible for an Employee to combine vacation days, regular days off, compensatory days, holidays, and any other approved time off, for the purpose of designating his leave. Once an Employee has been approved for semi-annual leave, such leave shall not be changed without Employee's consent, except in a bona fide emergency situation. An Employee may take more than one (1) semi-annual leave during any semi-annual period, but seniority shall control the taking of only those leaves which are selected in the manner set forth above. If two (2) or more separate semi-annual leaves are requested during either thirty (30) day signup period, seniority shall control and apply to all such requests as provided in Section 6.2. Employer shall complete the scheduling process as quickly as possible, but in no event shall the process exceed thirty (30) days from the date the forms are turned in.

Section 12.6 Employees shall first expend vacation leave in such a manner so as to be considered concurrent with associated benefits arising under the Family and Medical Leave Act (see Article 29). The parties agree total vacation leave expenditures shall be otherwise unaffected by Article 29 provisions.

### ARTICLE 13 - BASIC WORK PERIOD AND OVERTIME

Section 13.1 For the purpose of this Agreement the established work period for each Employee shall be seven (7) days. The work period shall begin at 12:01 a.m. each Sunday and end at 12:00 midnight the following Saturday. Regardless of statutory obligations, all time worked in excess of forty (40) hours during any work period shall be considered overtime pursuant to this Agreement. Overtime shall be compensated in one-quarter (1/4) hour increments. Overtime worked which cannot be divided evenly by fifteen (15) shall be rounded to the nearest one-quarter (1/4) hour. Overtime will be administered in a fair and equitable manner. Each officer shall be allowed a minimum of thirty (30) minutes for lunch each day,

which shall not be considered as time worked. Overtime call back shall be limited to only those Employees qualified to perform all of the duties of uniformed patrol officers, including without limitation operation of MDT dispatching and report taking as determined by a proficiency certification. The Employer shall offer training on a semi-annual basis to Employees not assigned to a uniform patrol assignment in the fields necessary to perform all the duties of uniform patrol officers.

Section 13.2 Vacation days, holidays, paid sick leave, compensatory time, funeral leave, approved injury leave and pre-shift squad meetings attended shall, for the purposes of this Article, be considered as time worked within a given work period.

Section 13.3 An Employee who is off duty and is called in to work or ordered to report for purposes other than court when such time is outside the Employee's regularly scheduled shift shall receive a minimum of two (2) hours of pay. An Employee who is off duty and is called in to work or ordered to report for purposes of court when such time is outside the Employee's regularly scheduled shift shall receive a minimum of three (3) hours of pay. The above minimum shall not apply if the appearance is required two (2) hours before or one-half (1/2) hour after an Employee's regular shift begins or ends.

Section 13.4 Employees required to respond to phone calls off-duty shall be eligible for overtime compensation for time spent responding to such qualifying calls in accordance with Section 13.1. Off-duty phone calls must be routed through Police Dispatch in order to verify time worked by the off-duty officer and be pre-authorized by Police Department Supervision. Phone response work conducted via telephone shall be rounded up and paid in ½ hour increments and is not subject to the minimum time requirements set forth in Section 13.3. Appropriate designation of such phone response shall be documented by use of a time slip submission.

Section 13.5 Employees shall designate in writing to their Division Commander, on a form supplied by Employer, each time, their election to receive a payment for overtime work or holiday compensation in compensatory time off or cash. Employees who fail to make such a designation within five (5) days shall be deemed to have elected cash payments. Cash payment, if elected pursuant to this Article, for overtime work shall be at the rate of time and one-half (1-1/2) the Employee's adjusted rate of pay. "Adjusted rate" is the Employee's hourly rate plus the hourly rate for any other item required by law to be included in the adjusted rate. Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours of compensatory time for each overtime hour worked. An Employee cannot elect compensatory time when working a special event on a voluntary basis.

Section 13.6 The maximum accrual of compensatory time which an Employee may have accrued at any one time shall be one hundred and seventy (170) hours. However, if after June 30, 2010 an Employee has in excess of one hundred and seventy (170) hours, the Employee shall be allowed to keep the time and shall not accrue any more time until expenditure of compensatory time falls below one hundred and seventy (170) hours. If an Employee has not received an earlier City pay off of the compensatory time above one hundred and seventy (170) hours and/or utilized those hours prior to retirement or resignation, he/she shall receive compensation for such time at his/her rate of pay at termination.

Section 13.7 At Employer’s discretion and subject to financial resources, the Employer may buy back accrued compensatory time according to the schedule below in an effort to proactively bring all Employee accrual banks within the established maximum accrual. Each Employee whose accrual bank exceeds the accrual bank buy down maximum as set forth in the schedule below may receive payment for all hours in excess of the designated accrual amounts. Such buy back may occur (approximately) January 15 of each year.

Fiscal Year	Accrual Bank Buy Down Maximum
05	432 hours
06	384 hours
07	336 hours
08	288 hours
09	240 hours

Section 13.8 Any request to use accrued compensatory time shall be subject to the condition that granting same shall not unduly disrupt the operations of the Tulsa Police Department. The Chief of Police or his duly designated representative shall authorize all such compensatory time before it is taken.

Section 13.9 Any Employee required to physically work in excess of seven (7) consecutive days by reason of a shift change shall receive one (1) bonus day off without loss of pay to be scheduled by the appropriate supervisor and taken between the date of the shift change and the Employee's next scheduled day off. Bonus days cannot be taken thereafter nor may they be accrued for any purpose. The provisions of this Section shall only apply during the general shift change to be made in August of each year.

Section 13.10 Effective on or prior to March 1, 2003, at least one-half (½) of all bid board positions will work ten (10) hours a day, for four (4) days per work period. Overtime (1½) will be paid on all hours worked in excess of forty (40) hours per work period in accordance with Article 13 of this Agreement. Expenditure of vacation leave and sick leave shall be calculated on an equivalent hourly basis.

Non bid board positions may work ten (10) hours a day, for four (4) days per work period with the approval of the Chief of Police. The Chief must make his decision on the work period hours at least two weeks prior to the final date that division transfer letters are due. Once the Chief has made his decision on the work period hours, the hours may not be changed during the “shift” year.

Section 13.11 Employees in the classification of Captain and above shall be excluded from the provisions of Sections 13.3 through 13.10 of this Article. If the rank or certain positions within the rank are determined to be non-exempt, claims for back wages shall be limited to two years or to the effective date of the revised Fair Labor Standards Act depending on which FLSA standard is applicable to any such determination.

Section 13.12 Employees in the ranks of Captain, Major, or Deputy Chief may be granted paid Administrative Leave (straight time paid leave) by the Chief of Police or designee when he/she determines it is in the best interest of the Police Department. Administrative Leave in excess of one week shall require approval of both the Police Chief and the Human Resources Director. Administrative Leave may be granted based on work requirements that unusually subject an Employee to work beyond forty (40) hours due to workload or meetings outside normal hours and who are not eligible for overtime (PD-04 and above). The use of Administrative Leave shall require the Employee to submit appropriate leave report documentation based on public sector accountability requirements.

#### ARTICLE 14 - HOLIDAYS

Section 14.1 The following days shall be observed as holidays, and Employees will be granted time off with pay unless required to be on duty:

New Year's Day	(January 1)
Martin Luther King Jr.'s Birthday	(3 <sup>rd</sup> Monday in January)
Good Friday	(Friday before Easter)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in Sept.)
Veteran's Day	(November 11)
Thanksgiving Day	(4 <sup>th</sup> Thursday in Nov.)
Friday after Thanksgiving	(4 <sup>th</sup> Friday in Nov.)
Christmas Eve	(December 24)
Christmas Day	(December 25)
Two Floating Holidays	

Paid holidays will also include such other days as shall be officially designated as a special holiday for all of Employer's employees.

Section 14.2 Headquarters personnel and Division Administration personnel who are regularly assigned to work Monday through Friday with Saturday and Sunday as normal days off shall observe a designated holiday which falls on Saturday or Sunday on the preceding Friday or following Monday respectively. All other Employees shall observe the designated holidays on the actual days specified in Section 14.1. Prior to the "bid-board" process used each year to determine assignments for specific personnel, the Employer and Lodge shall mutually determine which positions within each division of the department shall be designated as Administration.

Section 14.3 Excluding personnel considered "administrative" in section 14.2, uniform personnel that participate in the Bid Board process shall be allowed to work holidays that fall on their regular scheduled work day(s). Holiday work schedule(s) for non-bid personnel (assignments) will be made on an as needed basis by each Division Commander to address their respective manpower requirements on any particular holiday.

Section 14.4 Employees scheduled to work assignments on a holiday as defined in Sections 14.1 and 14.2 shall be compensated by either compensatory time off or cash payment based upon their election pursuant to Article 13. Employees who volunteer for such assignments shall qualify for all benefits under this article. If compensatory time has been elected, the Employee will receive such compensatory time at the rate of time-and-one-half for all time worked on the holiday, up to the maximum amount of compensatory time which an Employee can accrue pursuant to Article 13. If the Employee has elected cash payment, all time worked on the holiday shall be compensated at the rate of time-and-one-half the Employee's basic hourly rate of pay. If the Employee has elected compensatory time but has accrued or reaches the maximum accrual allowed pursuant to Article 13, all hours worked which cannot be applied to compensatory time shall be compensated by the payment of cash at the rate of time and one half the Employee's hourly rate of pay. All such premium compensation described in Section 14.4 shall be in addition to the Employee's regular pay for such day. An Employee who works additional hours in excess of their regular scheduled work time on a holiday designated by the City shall receive straight-time hourly compensation for such time worked in addition to overtime pay.

Section 14.5 Compensation for holidays that fall on an Employee's regular day off shall be shift based. Therefore, an Employee working an eight (8) hour shift shall be compensated for eight (8) hours of pay or compensatory time at straight-time rates and an Employee working a ten (10) hour shift shall be compensated for ten (10) hours of pay or compensatory time at straight-time rates in accordance with his election pursuant to Article 13. The election of compensatory time shall be subject to the maximum accrual specified in Article 13.

Section 14.6 An Employee must work his regularly scheduled work day immediately preceding and immediately following the holiday to receive holiday pay as defined in Section 14.4 when such holiday is not worked, or to receive premium pay as defined in Section 14.4 when such holiday is worked. An approved leave of absence with pay shall be considered as time worked for the purposes of Section 14.6; however, if Employer has reason to believe that an Employee has abused or has used excessive sick leave in the past, it may, in its discretion, deny his request for sick leave for the day preceding or following the holiday.

Section 14.7 An Employee who is absent on a holiday for which such Employee is scheduled to work shall be placed on leave without pay during such absence unless the absence is verified by a medical statement as defined in Section 14.10. If the absence is so verified, the Employee will receive his regular pay for the day and will not be charged a day of sick leave for the holiday.

Section 14.8 An Employee whose employment terminates and the last day worked precedes a holiday shall not be paid for such holiday, except for Employees whose retirement date coincides with a designated holiday.

Section 14.9 Employees must use the sixteen (16) or twenty (20) hours for the Floating Holidays within the calendar year or the hours will be forfeited each December 31. Employees shall receive a reminder notification by the end of August that such time must be scheduled prior

to the end of the year. It is understood that Employees shall not be allowed to work on a scheduled Floating Holiday. Employees must take floating holidays on a full-day basis.

Section 14.10 For the purposes of this Agreement, "medical statement" shall be defined as communication from a licensed medical doctor (M.D.) or Doctor of Osteopathy (D.O.) stating:

- (a) The date or dates the Employee was seen professionally by the doctor;
- (b) The date the Employee was, or is expected to be, released to go back to work.

Section 14.11 Employees in the classifications of Major and above shall be excluded from Sections 14.4 and 14.5 of the Article.

Section 14.12 Holidays as designated in Section 14.1 are provided as a shift-based benefit. Therefore, Employees who are normally assigned to work a ten (10) hour shift will be compensated for the ten (10) hours of Holiday benefit for each holiday and Employees who are assigned to work an eight (8) hour shift shall be compensated for eight (8) hours of Holiday benefit for each holiday.

## ARTICLE 15 - SICK LEAVE

Section 15.1 Each Employee shall accrue paid sick leave at the rate of eight (8) hours for each full calendar month of service. A maximum of twelve hundred (1200) hours of sick leave may be accrued by Employees. After accrual of nine hundred sixty (960) hours of sick leave, any excess accrued may be converted to annual vacation leave at a ratio of 8 hours of vacation per each 8 hours of accrued sick leave.

Section 15.2 Employees may use accumulated sick leave for the following purposes:

- (a) When an Employee is incapacitated by sickness or non-job-related injury, or for medical, dental, or optical diagnosis or treatment.
- (b) For necessary care/attendance of members of the Employee's immediate family or household, as defined in Section 15.3.
- (c) After exposure to contagious disease when the attendance at duty, in the opinion of the City Physician, jeopardizes the health of others.

Section 15.3 For the purposes of this Article, "immediate family" shall be defined as husband, wife, son, daughter, mother, and father (including foster and step situations within these relationships). Use of sick leave for care/attendance of the immediate family or household shall be limited to a maximum of one hundred twenty (120) hours in any calendar year except for FMLA purposes provided that a completed Certification of Health Care Provider has been properly submitted and approved.

Section 15.4 Sick leave with pay shall not exceed the total amount the Employee has accrued. Leave without pay may be granted for sickness beyond the amount of accrued sick leave. After six (6) months of service, accrued vacation leave may be used for sick leave when accrued sick leave has been exhausted.

Section 15.5 Sick leave shall be expended in not less than one (1) hour increments. Holidays and other nonscheduled working days shall not be included in computing sick leave expenditures. Accrued sick leave shall not be paid to an Employee upon separation, except as set forth in Sections 15.10 and 15.11.

Section 15.6 Federal and state statutes shall govern sick leave restoration after military leave. An Employee who is laid off and returns to Employer's employment within one (1) year from the date of the layoff shall have his former unused sick leave reinstated.

Section 15.7 An Employee who is absent from duty for reasons which entitles him to sick leave shall notify his supervisor within a reasonable time prior to his usual reporting time, if physically able to do so. When an absence due to illness or non-job-related injury exceeds forty (40) hours, the Employee shall present at the time he returns to work a medical statement as defined in Section 15.9. Employer may, when the absence is forty (40) hours or less, require an Employee to present a medical statement before allowing the absence to be classified as sick leave.

Section 15.8 Employer may investigate the alleged illness or accident of an Employee absent on sick leave. Such an investigation shall be made only when based upon reasonable cause and in a consistent manner which least interferes with the employee's and/or their family's lifestyle. Employee shall notify his/her division desk officer or supervisor during the Employee's regularly scheduled work hours whenever leaving Employee's home or the hospital while on sick leave. False or fraudulent use of sick leave shall be cause for disciplinary action. Such action may include dismissal.

Section 15.9 After initial approval of sick leave, an Employee who continues to be physically unable to perform his normal duties shall be requested to present each thirty (30) calendar days a physician's statement to his Division Commander confirming his continued inability to perform his normal duties. The Chief of Police may at any time request a physician's statement or medical opinion from the City Physician regarding the Employee's ability to continue work or return to work.

Section 15.10 Upon retirement after completion of twenty (20) years of service, Retirees with at least nine hundred sixty (960) hours of accrued sick leave shall receive payment for accrued sick leave at a rate of one (1) hour of pay for every two (2) hours of sick leave up to a maximum of four hundred eighty (480) hours of pay at the Retiree's pay step at the time of separation. Any sick leave accruals in excess of nine hundred sixty (960) hours and up to the twelve hundred (1200) hour accrual maximum that are not converted to vacation, shall be paid out at the rate of one (1) hour of pay for every one (1) hour of sick leave up to a maximum of two hundred and forty (240) hours of pay at the Retiree's pay step at the time of separation.

Section 15.11 Employees who lack the necessary nine hundred sixty (960) hour accrual bank to qualify for the sick leave retirement buyout, shall provide evidence of and receive credit for major illness or non-job-related injury leave periods to reach qualification levels. In such cases, approved sick leave periods extending at least forty (40) hours shall be considered a major illness and shall be added to the accrual bank, for calculation purposes only. Any buyout would then occur only on the current available balance per 15.10 above.

Section 15.12 Employees shall first expend sick leave in such a manner so as to be considered concurrent with associated benefits arising under the Family and Medical Leave Act (see Article 29). The parties agree total sick leave expenditures shall be otherwise unaffected by Article 29 provisions.

## ARTICLE 16 - INJURY LEAVE

Section 16.1 The Lodge and the City of Tulsa recognize the necessity of maintaining a policy and procedure for administering Injury Leave within the City of Tulsa. The guidelines provided in the Tulsa Police Department Policy and Procedure Manual shall be used for administering injury leave under this agreement. It is the policy of the Employer to provide compensation and leave time for Employees who incur disabilities in accordance with State Statute Title 11 Section 50-116 et. seq. and/or Workers' Compensation Title 85.

Section 16.2 While on Injury Leave, an Employee shall be entitled to all vacation, sick, and other leave benefit accruals. The employee's credit for computing time in grade for pay increases and promotional seniority considerations shall not be affected.

Section 16.3 The parties agree that for purposes of administering Injury Leave as it applies to members of this bargaining unit, Employees awaiting a final decision of the Claims Administrator shall be eligible to use all accumulated sick, vacation, or compensatory leave accruals available to them. Employees without such leave accruals may have their salary continued at the discretion of the Chief or his/her designee until such time as a final decision from the Claims Administrator is rendered. The parties agree that the City has the right to correct any inappropriate compensation provided under such a continuation (based on a decision involving Injury Leave denial) through means which may include either payroll or other leave reduction.

## ARTICLE 17 - FUNERAL LEAVE

Section 17.1 In the event of the death of a member of an Employee's immediate family, an Employee will be granted leave of absence with pay up to a maximum of three (3) working days to attend the funeral of the deceased. If the deceased's funeral is held at a location in excess of 250 miles from the City of Tulsa, an Employee shall be entitled to apply two (2) accrued sick leave days for travel time. The use of such sick leave days shall be in addition to the funeral leave provided. In the event the employee has been named as the Executor of the estate of the deceased immediate family member, he/she shall be entitled to the use of two (2) additional days off work upon verification of executorship and approval of the Chief or his designee. Such time

is understood to be solely for the purpose of handling the business affairs of the deceased and shall be charged to the employee's sick leave account.

Section 17.2 For purposes of this article, an Employee's immediate family is defined as husband, wife, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren of the Employee and grandparents of the spouse (including foster and step situations within these relationships) and any other relative living in the Employee's household at the time of death.

## ARTICLE 18 - LEAVES OF ABSENCE

Section 18.1 A Personal or Emergency Leave of absence may at the Employer's discretion be granted to Employees for educational purposes, serious personal matters which cannot be resolved during the Employee's regular time off, to allow the Employee to attend his wedding or the wedding of a brother, sister, son, or daughter. The Employee may elect to use accrued vacation leave or compensatory time for personal or emergency leave. Personal or emergency leave may be granted for any other purpose or purposes which Employer may from time to time permit. A personal or emergency leave of absence without pay may at the Employer's discretion be granted to Employees who have no accrued vacation leave or compensatory time, with the approval of the Employee's Supervisor.

Section 18.2 Employees requesting Emergency Leave and/or leaves of absence without pay shall submit a written application to the Chief of Police or his designee prior to such leave. Applications for Emergency Leave and/or leaves of absence shall state the specific amount of time off desired and the reason. The Chief of Police or his designee shall, within ten (10) days following submission of a request for such leave, notify the Employee in writing whether the request has been granted or denied.

Section 18.3 During leaves of absence without pay and sick leave in excess of thirty (30) consecutive days, no vacation or sick leave will be accrued during the entire period of the leave. The Employee's department must initiate the appropriate leave correction sheets when necessary to adjust leave accrual. Further, such absence shall not be used in computing time in grade for SPIs, promotions, or for completion of the probationary period.

Section 18.4 At the expiration of a leave of absence without pay, the Employee shall be reinstated in the rank he held at the time such leave was granted. Failure on the part of an Employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

Section 18.5 Military leave shall be administered pursuant to the "escalator" principle incorporated into federal and state law. The returning veteran will be offered the rank, pay and seniority status the employee would hold if the employment relationship had continued without interruption by military service. The employee continues to accrue seniority during his/her absences to the extent the employee would have been able to accrue seniority if he/she had remained present. While the accrual level changes the accrual bank remains constant during the employee's absence.

ARTICLE 19 - EDUCATIONAL AND LANGUAGE INCENTIVE PAY

Section 19.1 Regardless of any past educational pay increases, all Employees shall receive educational incentive pay during the term of this Agreement in accordance with the following conditions:

- a. Employees hired prior to July 1, 1988, must be certified as meeting the following requirements:

<u>Education</u>	<u>Incentive Pay</u>
Associates Degree or sixty college hours from an accredited institution	\$50 per month
Bachelors Degree or 124 college hours from an accredited institution	\$100 per month
Effective July 1, 2002: Graduate Degree from an accredited institution	\$150 per month

- b. Employees hired on or after July 1, 1988, must be certified as meeting the following requirements:

<u>Education</u>	<u>Required Coursework</u>	<u>Incentive Pay</u>
Associates Degree or sixty college hours from an accredited institution	6 Hours - English Composition 3 Hours - American History or Political Science 6 Hours - Sociology, Criminal Justice, Psychology or Related Coursework	\$50 per month
Bachelors Degree or 124 college hours to include 40 hours of upper division coursework from an accredited institution	6 Hours – English Composition 6 Hours – American History or Political Science 6 Hours – Sociology, Criminal Justice, Psychology or Related coursework	\$100 per month
Effective July 1, 2002: Graduate Degree from an accredited institution		\$150 per month

Section 19.2 To qualify for educational incentive pay, Employees must have satisfactorily completed (C average overall G.P.A. or equivalent) the coursework requirements as set forth in Section 19.1. For current Employees, proof of such educational achievement shall be made by presenting to the Chief of Police or his designee an official certified transcript with a completed Police Educational Incentive Request Form. New Employees shall provide an official certified transcript to the department prior to acceptance into the Academy in accordance with

established hiring guidelines. No other documentation shall be considered acceptable for substitution unless special approval is granted by the Personnel Director or his designee based on a transcript not being available due to unexpected or unusual circumstances.

Section 19.3 The Chief of Police or his designee shall, for current employees, certify the educational attainment and incentive pay amount, which will become effective on the first day of the pay period following certification. Employees on original appointment probationary status shall automatically receive their educational incentive pay effective upon completion of the Academy or assignment to field duty as an APO. Certification shall be made in an expeditious manner.

Section 19.4 Employees who show satisfactory completion of language proficiency reviews/testing as approved by the Chief of Police, shall be eligible for a monthly “second language incentive” of one hundred dollars (\$100) per month subject to the limitations set forth in Section 19.5.

Section 19.5 Second language incentive pay shall be available for Hispanic, Vietnamese and Sign Language proficiencies. The number of employees eligible to receive such incentive pay shall be limited to one hundred (100) for Hispanic Language incentive pay, fifty (50) for Vietnamese Language incentive pay, and fifty (50) for Sign Language incentive pay as determined by management based on work unit needs.

Section 19.6 Educational and language incentive pay shall be in addition to other pay received by the Employee. An Employee shall only receive the specific amount shown for the Employee's highest educational or language attainment which qualifies for incentive pay as defined in this article.

## ARTICLE 20 - CLOTHING AND EQUIPMENT

Section 20.1 All Employees covered by this Agreement shall receive a clothing allowance on July 31 for the purchase of uniforms, clothing, and equipment when purchased in accordance with the standard item schedule as prescribed by the Chief of Police.

Section 20.2 The first clothing and equipment allowance provided an Employee after completion of the Tulsa Police Academy shall be \$675.00. Each subsequent year thereafter the clothing allowance shall be \$625.00.

Section 20.3 Employees who are assigned to duties requiring the wearing of civilian clothes rather than the prescribed uniform may use their clothing allowance to purchase either a business suit or coordinated sport coat with matching slacks. Such clothing shall be conservative and tasteful in the traditional sense of the word and shall not be conspicuous so as to draw unusual attention to the clothing of the Employee. All coordinated coat and slack combinations shall be designed to be worn with a regular tie. This section pertains only to certain items of clothing which may be purchased by Employees assigned to non-uniformed duties. Nothing herein is intended to establish a dress code, which shall remain under the administration of the Chief of Police.

Section 20.4 Employees who sustain damage to their uniform or clothing while in the performance of their duties as Tulsa Police Officers which would warrant the replacement of such item of uniform or clothing may submit a written request form to the Chief of Police for replacement of the damaged item. Such damage shall have been caused by the performance of emergency Police services and shall not cover damage arising from normal wear and tear or accidents caused by the Employee's own negligence or carelessness. Upon determination by the Chief, or his designee, that the request is justified in accordance with this Article, the Administrative Sergeant shall be responsible for coordinating the replacement of the uniform or clothing item utilizing the p-card process. Approved replacement payments shall not affect the Employee's annual clothing allowance. Prescription eye glasses and watches shall be included in above section, provided the replacement cost does not exceed \$150.00 towards the purchase of glasses or \$50.00 for watches.

Section 20.5 An Employee permanently transferred from a uniformed assignment to a non-uniformed assignment or vice versa between October 1 and May 31 shall receive one, and only one, clothing allowance bonus in the amount of \$350.00. The clothing allowance bonus will be paid within thirty (30) days from the date of transfer.

Section 20.6 The City shall provide new Officers with personal body armor vests at the Tulsa Police Academy. Officers shall normally receive a replacement vest every five years thereafter. This program shall be initiated during FY 91/92 with (approximately) 20% of Police sworn positions receiving said vests based on work assignments, seniority, and a mutually agreed upon five (5) year replacement schedule. Graduating Academy classes shall be evenly split into the fourth and fifth year replacement groups upon graduation.

Section 20.7 In addition to all other contractual benefits to which they are entitled, individuals assigned as tactical team members or negotiators of the Special Operations Team, Underwater Search and Recovery Team, Bomb Squad, Motorcycle Squad, full-time Firearm Instructors, and employees regularly assigned as a Canine handler shall receive an additional allowance of seventy-five (\$75.00) dollars per month for the purchase of special clothing and equipment required within these units. The additional allowance may be cumulative for up to two (2) assignments (\$150 per month).

Section 20.8 Employees assigned to the Helicopter Unit will be provided the necessary protective clothing, boots, equipment, and flight helmet by the Tulsa Police Department in order to safely and appropriately perform the duties of that particular work assignment. It is understood by the parties that items shall be replaced when deemed unserviceable by the unit commander as approved by the Chief of Police.

Section 20.9 The Tulsa Police uniform may not be changed in any manner without agreement of the parties.

Section 20.10 All sworn Tulsa Police personnel assigned a vehicle shall be allowed to drive the assigned vehicle to their residence provided they live within the Tulsa city limits. Any exception to this provision is at the discretion of the Chief and is subject to the approval of the Mayor or designee.

## ARTICLE 21 - WAGES

Section 21.1 Effective July 1, 2010, the pay chart shown as Appendix A shall become effective for Fiscal Year 2010-2011. All Employees shall initially be placed on the Appendix A pay chart at the same pay grade and step placement they had on June 30, 2010.

Section 21.2 All Employees shall have a July 1 satisfactory performance increase (SPI) date. Only those eligible employees who complete the Police Academy prior to February 1<sup>st</sup> of the current calendar year shall receive a July 1 satisfactory performance increase which shall result in the employee being moved to the next higher pay step. Eligibility for an SPI is based on a satisfactory performance review as well as the Police Academy completion. Denial of an SPI is subject to the grievance procedure. Employees shall be eligible for the initial PD-01 step of the pay chart upon completion of the Police Academy. Prior to that time, these Employees shall be paid at the lower "academy pay step" (not reflected within this contract). Funding and implementation of SPIs shall be determined through negotiation and budgetary processes. No funds have been appropriated for SPIs for fiscal year 2010-2011.

Section 21.3 Employees who are promoted to a higher pay grade, shall be paid at the lowest step of the higher rank which provides an increase of at least 5% per month over the employee's previous base pay and shall retain their July 1 SPI date. The top step of the PD-02 pay grade shall be ninety-five percent (95%) of the top step of the PD-03 pay grade. Appendix A shall not supersede this section.

Section 21.4 The Canine Training Officer, the Mounted Patrol Training Officer, Helicopter Training Officer, Dive Team Coordinator, and Motorcycle Training Coordinator shall receive seventy-five dollars (\$75.00) per month in addition to his basic monthly salary for such time as he is assigned as Training Officer or Training Coordinator. This additional compensation shall be paid only to an Employee assigned as such Training Officer who holds the rank of Police Officer, Corporal, or Sergeant at pay grade PD-01, PD-02, and PD-03 respectively.

Section 21.5 An Employee who is regularly assigned as Canine or Mounted Patrol officer shall receive Seventy Dollars (\$70.00) per month in addition to his base wage rate for the care and exercise given to his animal. When police dogs are retired from the canine corps, they may be given to the last Employee to whom they were assigned. If the last Employee to whom such dog was assigned prior to its retirement does not desire to keep the dog permanently, such animal shall be offered to the immediately preceding Employee to whom such animal was previously assigned.

Section 21.6 Each Employee designated as a Field Training Officer and assigned to an eight (8) hour shift shall be paid one (1) hour of overtime pay, per shift, at two times the Employee's regular rate of pay, while involved in actual training assignments with an Apprentice Police Officer. Corporal and Sergeant rank personnel designated as a Field Training Supervisor and assigned to an eight (8) hour shift shall be paid one (1) hour of overtime pay, per shift, at two times the Employee's regular rate of pay, while involved in actual training assignments with newly promoted supervisors of a similar rank. Each Employee designated as a Field Training Officer and assigned to a ten (10) hour shift shall be paid one and one quarter (1.25) hours of

overtime pay, per shift, at two times the Employee's regular rate of pay, while involved in actual training assignments with an Apprentice Police Officer. Corporal and Sergeant rank personnel designated as a Field Training Supervisor and assigned to a ten (10) hour shift shall be paid one and one quarter (1.25) hours of overtime pay, per shift, at two times the Employee's regular rate of pay, while involved in actual training assignments with newly promoted supervisors of a similar rank. Additionally, Corporal and Sergeant rank personnel shall be paid one (1) hour of overtime pay, once per week, at two times the Employee's regular rate of pay, when completing S.O.R. paperwork related to the supervision of Apprentice Police Officers. The Captain in each Uniform Division designated as the Field Training Coordinator will receive an additional seventy-five (\$75) dollars per month while Apprentice Police Officers are actively training within that Uniform Division.

Section 21.7 Each officer retiring after twenty (20) years of service shall be allowed to keep his badges and department issued side-arm.

Section 21.8 For purposes of market survey comparisons under the Fire and Police Arbitration Act 11 O.S. 51-109 for Factor 3 provisions only, the universe of cities agreed to by the parties shall consist of the following cities: Austin, TX; San Antonio, TX; Kansas City, MO; Tucson, AZ; Denver, CO; Omaha, NE; Colorado Springs, CO; Oklahoma City, OK; Minneapolis, MN; and Dallas, TX. Upon mutual consent of the parties, the universe of cities may be expanded or otherwise modified.

Section 21.9 The Police Chief or designee may assign an employee holding the rank of Corporal and above to perform the job duties of a higher-ranking position. Employees assigned to such positions are expected to perform the job duties in accordance with performance standards set forth by the Police Chief or designee. An employee performing out-of-classification tasks that are of short duration, involve only a few additional duties, or predominantly involve duties performed by equal or lower grade positions shall not be eligible for out-of-classification pay.

Section 21.10 Out-of-classification pay shall be granted to an employee only when:

- A. A position of Sergeant, Captain, Major, Deputy Chief or Police Chief is vacant by reason of termination, resignation, retirement, death, or an employee's absence; and
- B. The position vacancy (or employee absence) extends for a period in excess of fifteen (15) consecutive workdays; and
- C. The employee assumes approximately 75% of the key job responsibilities of the higher position as reasonably determined by the Police Chief or designee; and
- D. The Police Chief determines that the department's operations and service levels could be adversely affected by the vacancy.

Section 21.11 The Police Chief or designee shall notify the employee, prior to the employee assuming the job responsibilities, of the receipt of out-of-classification pay.

Section 21.12 Pay rates during out-of-classification assignments shall be set in accordance with pay rates involving promotion.

Section 21.13 Eligible employees shall begin receiving out-of-classification pay for an assigned job on the sixteenth (16th) day of filling a vacancy or absence. Out-of-classification pay shall not be paid retroactively and shall be provided only on the basis of a full time rather than a part time assignment.

Section 21.14 Employees shall not be eligible to receive out-of-classification pay for more than sixty (60) workdays per year without the department forwarding a letter to the Human Resources Director or designee requesting approval of an extension.

Section 21.15 If out-of-classification pay is provided due to an existing vacancy, it shall be filled through the normal promotional process as soon as possible.

Section 21.16 Employees designated to work out-of-classification shall be returned to their previous job classification and rate of pay when the vacant position is filled or when the absent employee returns to full or part-time duty.

## ARTICLE 22 - LONGEVITY PAY AND DEFERRED COMPENSATION

Section 22.1 Each Employee shall receive longevity pay of nine dollars sixty cents (\$9.60) per month for each year of service from the Employee's date of hire (except as provided under Appendix C of this agreement). Longevity pay shall begin after the Employee has completed three (3) years of service, at the rate of twenty-eight dollars and eighty cents (\$28.80) per month, and shall increase by nine dollars and sixty cents (\$9.60) per month each year thereafter through the completion of twenty (20) years of service. Upon completion of twenty (20) years of service and each year thereafter, the employee will receive longevity pay at the rate of two hundred forty dollars (\$240) per month.

Section 22.2 For the purposes of Longevity Pay calculation, employees who have transitioned from the C.S.O. rank shall receive credit for their years as a Community Service Officer as though they were initially hired as regular Officers. The Parties agree previous City service in civilian positions shall not be considered in the calculation of Longevity Pay.

Section 22.3 The City and the Lodge mutually desire that employees take part in savings opportunities allowed under the IRS Deferred Compensation programs offered by the City. The parties agree such programs constitute an important step in an employee's financial preparation for retirement, and are especially valuable if employees participate from the earliest date possible during their employment.

Section 22.4 The City will provide a monthly deferred compensation contribution only during the initial two (2) years the employee participates in the deferred compensation program.

These monies will be provided by a match at the rate of fifty cents (\$.50) for each dollar (\$1.00) on the first fifty dollars (\$50) of employee contributions into the employee's deferred compensation savings account providing up to a maximum of twenty-five dollars (\$25) per month for only the initial two years of participation for each employee participating in the deferred compensation program.

#### ARTICLE 23 - LODGE-MANAGEMENT MEETINGS

Section 23.1 The Chief of Police and two (2) management designees, the Lodge President and five (5) Lodge representatives, and the Human Resources Director or his designee, shall meet once each month at a mutually agreeable time. Both Employer and Employee representatives of the aforementioned Committee shall investigate matters presented to them and report their findings at the next regular Committee meeting.

Section 23.2 The purpose of such meeting shall be to encourage and facilitate communication between the parties and to determine recommendations in relation to problems of mutual concern: clothing and equipment; potential grievance situations; Employee eligibility for educational benefits; matters concerning Employee safety; and programs for improved efficiency, effectiveness, and productivity.

Section 23.3 Recommendations pertaining to matters discussed in Lodge-Management meetings which are mutually agreed upon by the representatives defined in Section 23.1 shall be presented to the Human Resources Director or his designee who will gain review, approval or disapproval by the Mayor when action on such recommendations is beyond the authority of the Chief of Police.

Section 23.4 The function of the Lodge-Management meetings shall not supersede nor limit the provisions of the Articles of this Agreement relating to the grievance procedure or management rights. Lodge-Management meetings shall not be used to circumvent the collective bargaining process.

Section 23.5 Employees shall suffer no loss in regular pay while attending such meetings.

#### ARTICLE 24 - MEAL ALLOWANCE

Section 24.1 After being on duty in excess of twelve (12) continuous hours, Employees shall be reimbursed for meal not to exceed Five Dollars (\$5.00) upon presentation of receipt.

#### ARTICLE 25 - HEALTH INSURANCE

Section 25.1 Employer agrees to pay 90% of the cost of Employee medical insurance (base plan) and 100% of the cost for Employee dental insurance.

Section 25.2 Employer agrees to pay 75% of the cost for dependent medical insurance. Employees shall pay 25% of the cost for dependent medical insurance (base plan) and 100% of the cost for dependent dental insurance.

Section 25.3 Bargaining unit members will be afforded the opportunity to voluntarily elect other optional insurance plans (buy-up) provided by the City to other City employees in place of the base insurance plan. Under the buy-up plan, the Employer shall pay the same City premium contribution dollars for an employee electing the single or family coverage under an optional insurance plan as the City provides for an employee electing single or family coverage under the base plan. The employee making such an optional election for coverage under an optional plan shall be responsible for the remainder of the premium cost for that optional plan.

Section 25.4 Employees may only change medical plans one (1) time per year at a time designated by the Employer. If dependent coverage is elected, the entire family must enroll in the plan option selected by the Employee.

Section 25.5 The City shall provide administrative support and offer a PEHP plan to Employees. The plan shall require that Employee sick leave accruals, normally available as part of the Employee's retirement pay out, be placed within the appropriate PEHP account for individual Employee's future insurance needs at the time of the Employee's retirement. The City shall select and pay expenses for a Benefits Attorney to provide legal advice for this benefit. It is understood that the City will not absorb any additional administrative costs or liability in establishing this plan and retirees will be responsible for the yearly plan fees related to their own accounts.

Section 25.6 The Lodge shall have the option, effective 7/1/06, to establish, administer and maintain Health and Welfare programs for all bargaining unit members which, if established, shall include current and future Police Officer retirees within a separate plan apart from other City of Tulsa plans under the jurisdiction of the Lodge and a Lodge Health and Welfare Trust (Trust), to be established at a later date.

These Health and Welfare programs shall be defined to include medical health benefit programs, dependent dental health benefit programs, and dependent life insurance programs. The City's flex plan program shall be continued for Police Officers as part of any such program establishment as allowed under IRS codes. The Lodge shall be responsible for all aspects of selecting and administering (including COBRA as applicable) the substitute Health and Welfare. The Lodge shall hold the City of Tulsa harmless for the administration of these programs.

- (a) A Voluntary Employee's Beneficiary Association Trust (the Trust) will be maintained to ensure those dollars paid to the Trust by the City for Health and Welfare Program benefits are preserved and protected and used only for the provision of Health and Welfare Program benefits for sworn Police Officer employees, retirees and eligible dependents.
- (b) The City Clerk shall maintain a copy of the initial Trust Indenture documents and shall be notified of and receive copies of all proposed amendments to the Trust Indenture.

- (c) The City shall pay the Trust those City Health and Welfare contribution dollars which would normally be paid for Police Officers, Police Officer retirees and all eligible dependents had they remained within the City's Health and Welfare programs. This City contribution amount shall be calculated by multiplying the City's FY 07-08 single and dependent Health and Welfare contribution rate for Police Officers and retirees times the average number of Police Officers and Police Officer retirees electing the specific single or family medical insurance coverage options over the previous five (5) years, effective FY 03-04 through FY 07-08, which shall establish the proper single and dependent user percentage multipliers. However, the amount paid to the Police Officer Trust on a per Employee basis will be adjusted to the same amount paid for other city Employees. For FY 2010-2011 the amount paid per Employee electing coverage shall be \$548.50 per month for medical insurance, \$28.38 per month for dental insurance, \$0.12 per \$1000 for life insurance and \$0.025 per \$1,000 for AD&D. The amount of coverage for the latter two is twice the amount of the Employee's covered earnings. Long Term Disability shall be paid according to the rates in effect for all other employees for FY 2010-2011.
- (d) The City's contribution to the Lodge's health and welfare programs shall be direct wired monthly to the financial institution which holds the Trust's account. The Lodge shall limit requests for changing the Health and Welfare Trust's designated financial institution and resultant changes in the City's transfer of contributions to said account to no more than three (3) changes within any one year period. The Lodge shall provide the City with at least ten (10) working days advance notification of any such change of the financial institution along with the financial institution's name, address, the new assigned Health and Welfare Trust account number, and financial institution's wire transit number.
- (e) The parties agree no other funds shall be co-mingled with the City's dollar contributions to the Trust for sworn Police personnel health and welfare monies except those sworn Police Department employee contributions which the City shall deduct from employee paychecks and wire to the Trust account on a monthly basis. This shall not be considered to preclude retiree and eligible dependent monies for Health and Welfare benefits from being co-mingled with Police employee and City contributions.
- (f) The parties agree the City shall have an appointed designee of the Mayor, confirmed by the City Council, who will sit as a Trustee, monitor and an advisor on all Trust Board Meetings. The designee will not only vote on Trust Board matters, but will provide input and suggestions as relates to Health and Welfare Program decisions of the Trust Board including, but not limited to, program changes and options, provider selections, provider contract stipulations, employee information packets, etc.
- (g) The City Clerk will receive from the Lodge, on an annual basis, a financial accounting statement for purposes of review and audit of those City and

employee, retiree and dependent contributions which have been paid into or disbursed out of the Trust account. Said statement shall include information as to where any disbursements have been made and for what purpose.

- (h) The parties agree probationary Police Officers shall be included within the Lodge administered health and welfare programs. The City shall include probationary Police Officers in calculations of the City's health and welfare contributions to the Trust.
- (i) The parties agree that, based on these Health and Welfare Plan contributions being employer provided and specifically for the purpose of providing sworn Police Officer personnel, Police Officer retirees and dependents with such Health and Welfare benefits, employee deductions by the City shall be made in a manner and the Lodge shall administer the program in such a manner so as to allow sworn Police Officer employees with all rights granted to other City employees under IRS 125 and its related provisions and regulations authorizing the City's Cafeteria plan. However, the City shall be indemnified by the Lodge from any tax liability arising from the administration of IRS 125 and its related contributions for sworn Police Officer personnel covered by this agreement and the Lodge.
- (j) In view of all the facts, this agreement, and the relationship between the City, the Lodge and the Trust, the City will provide payroll administrative support in the form of deduction of sworn Police Officer employee (and dependent) contributions for the Health and Welfare Programs to go into the Trust. Said deductions and contributions amounts shall be based on rates provided by the Lodge.

#### ARTICLE 26 - HONOR GUARD

Section 26.1 An Honor Guard consisting of thirty (30) Employees shall be selected by the Lodge. The composite of the Honor Guard shall be subject to approval of the Chief of Police. The function of the Honor Guard shall be to serve at official gatherings such as arrival of dignitaries, police officer funerals where an officer is killed in the line of duty, and other special events by request. Normally, and at the discretion of the Police Chief, a maximum of fifteen (15) Employees may be allowed time off with pay for each event, when the scheduling of time off will not impede the operation of the Tulsa Police Department. Time spent on Honor Guard duties shall be considered time worked.

#### ARTICLE 27 - INTRADEPARTMENT TRANSFERS

Section 27.1 Employees who are transferred from one division to another division within the Tulsa Police Department shall receive written notice of such transfer not less than ten (10) calendar days prior to the effective date. This provision shall not apply to promotions, shift changes, light duty assignments based upon partial disability and temporary work assignments up to ninety (90) days in duration. Both parties may mutually agree to waive the notice

requirement set forth above, and the transfer shall then be made immediately. Employees who are transferred to a temporary work assignment shall normally be returned to his/her original work assignment at the completion of the temporary work assignment. Intradepartment transfers shall be limited to once (1) every shift change year. Any exception shall be based on an emergency situation as determined by the Chief of Police with notification to the Lodge President, or by the agreement of the Employee.

Section 27.2 Employees who are transferred from a uniformed assignment to a non-uniformed assignment within a division of the Tulsa Police Department shall receive written notice of such transfer not less than ten (10) calendar days prior to the effective date. The provisions of Section 27.1 shall apply to this section.

Section 27.3 Employees in the classification of Captain and above shall be excluded from all the provisions of this Article.

#### ARTICLE 28 - PREGNANCY, CHILDBIRTH OR ADOPTION LEAVE

Section 28.1 The purpose of this Article is to establish a safe and equitable work assignment and leave procedure for Police Officers who become pregnant. Pregnancy shall be treated as any other sickness or non-job-related injury.

Section 28.2 The Police Chief or his designee shall provide limited duty to a pregnant Police Officer assigned to field duties or who is assigned to other duties hazardous to the Employee and/or the unborn child as determined by the City Physician upon notification of such pregnancy. The Employee shall continue on such limited duty unless the Employee requests and is granted the use of Vacation Leave, Compensatory Leave or Personal Leave, or the Employee is eligible for Sick Leave benefits.

Section 28.3 An officer recovering from the birth of a child, or the parent of a newborn or adopted newborn child shall be allowed to use vacation, accrued compensatory time, or sick leave in the order they deem necessary for a period of six (6) weeks after the birth or adoption of a child. After six weeks, continued use of sick leave shall require medical certification of eligibility for sick leave use. If an Employee is ineligible for sick leave use after the original six (6) weeks has passed, an Employee remaining on leave shall utilize other applicable leaves in accordance with Article 29 – Family and Medical Leave.

Section 28.4 An officer caring for an adopted child over the age of six weeks shall be allowed to use sick leave for a period of two (2) weeks after the adoption of the child. After the original two (2) weeks has passed, an Employee shall utilize other applicable leaves in accordance with Article 29 – Family and Medical Leave.

#### ARTICLE 29 - FAMILY AND MEDICAL LEAVE

Section 29.1 The Lodge and the City of Tulsa recognize the necessity of ensuring compliance with the Family and Medical Leave Act of 1993. The policy guidelines provided

within the Tulsa Police Department Policy and Procedure Manual shall be used for administering Family and Medical Leave.

Section 29.2 Employees wishing to exercise their rights under the Family and Medical Leave Act shall notify the Employer prior to exercising those rights whenever possible. The Employee shall notify the Employer of the expected duration of the leave and whether they will use sick leave, annual leave, compensatory leave or leave without pay. Sick leave use shall occur first when sick leave is applicable in accordance with the sick leave provisions in Article 15, except as amended in Article 28 as pertains to childbirth and adoption cases. Any remaining Family and Medical Leave timeframe benefits after expenditure of applicable leave benefits shall be administered as leave without pay.

Section 29.3 If an Employee and the Employee's spouse are both employed by the City, the Employee and spouse cannot take more than twelve (12) weeks combined leave for birth or adoption of a child.

#### ARTICLE 30 - DRUG TESTING POLICY

Section 30.1 The Lodge and the City recognize the desirability of maintaining a consistent policy for administering drug testing for bargaining unit members (Employees) in accordance with the *Oklahoma Standards for Workplace Drug and Alcohol Testing Act*, 40 O.S. Section 551 et seq, state and federal constitutions, and the privacy interest of the employees. The parties agree that drug and alcohol testing shall be administered in accordance with Appendix "F" of this agreement.

#### ARTICLE 31 - HEALTH, WELLNESS, AND SAFETY

Section 31.1 The Lodge and the Employer recognize that the physical fitness and marksmanship of Employees is an area of mutual concern both as involves the health and safety of Employees and also in ensuring a proper ability to perform the necessary public safety functions entrusted to Employees. The Parties also recognize that cooperative efforts in ensuring proper fitness, safety and wellness of Employees will result in the most beneficial and accepted approach to the matter of Employees physical fitness, marksmanship and related program criteria.

Section 31.2 The Tulsa Police Department has established specific physical fitness standards for all current and future Employees based on a professional analysis of the physical skills required of a Tulsa Police Officer. The following provisions outline the requirements of all sworn members of the Police Department:

- (a) All sworn members of the Tulsa Police Department shall be required to participate in the physical fitness test each year at a designated time.
- (b) The physical fitness test will be scored on a Pass/Fail basis utilizing a cutoff score as established through the validation process. Employees hired after January 1,

2009 will be subject to achieving a score of passing on an annual basis. Employees hired prior to January 1, 2009 shall participate, but will not be required to achieve a score of passing. The physical fitness test shall be the same test that is taken by applicants during the testing period.

- (c) If an Employee hired after January 1, 2009 receives a failing score on the physical fitness test, he/she shall be counseled by the Fitness Coordinator to discuss appropriate fitness training and/or may be directed to the City physician for a review of the Employee’s fitness for duty. The Employee will be allowed to retest after working with the exercise physiologist for three (3) months. If the Employee is still not able to pass the physical fitness test, the Police Chief, or designee, will meet with the Employee to review the Employee’s performance and expected improvement. The Employee will be given an additional three (3) months to pass the physical fitness test. Employees who fail to meet the standards within three (3) months after meeting with the Police Chief shall be subject to discipline.
- (d) No adverse employment action or discipline shall arise against any Employee hired prior to January 1, 2009 due solely to an Employee’s failure to reach a passing score on the physical fitness test. If any such action or discipline is imposed on an Employee, the physical fitness test is subject to challenge under a just cause standard in the grievance and arbitration process.

Section 31.3 Employees may earn bonus vacation hours (subject to the maximum vacation accruals per Section 12.3) based on marksmanship, physical fitness, and sick leave usage/accruals as follows:

- A. On an annual basis, Employees who: 1) use no sick leave during the previous calendar year or 2) who maintain the maximum balance in their sick leave accrual bank (1200 hours) and use two or less shifts of sick leave in the previous calendar year, may earn bonus vacation hours based on their level of achievement as demonstrated by their performance on both the Cooper Physical Fitness Test and/or the annual firearm qualification testing based on the following matrix:

		Physical Fitness Level (Cooper Test)		
		No medal	Silver	Gold
Marksmanship Level	No award	0 hrs	8 hrs	12 hrs
	Sharpshooter	0 hrs	12 hrs	16 hrs
	Expert	8 hrs	16 hrs	20 hrs
	Master	12 hrs	20 hrs	24 hrs

B. Employees who do not qualify for bonus vacation hours per Section A may earn bonus vacation hours based on their level of achievement as demonstrated by their performance on both the Cooper Physical Fitness Test and/or the annual firearm qualification testing based on the following matrix:

		Physical Fitness Level (Cooper Test)		
		No medal	Silver	Gold
Marksmanship Level	No award	0 hrs	4 hrs	8 hrs
	Sharpshooter	0 hrs	8 hrs	12 hrs
	Expert	4 hrs	12 hrs	16 hrs
	Master	8 hrs	16 hrs	20 hrs

### ARTICLE 32 - SMOKING POLICY

Section 32.1 It will be the policy of the Tulsa Police Department that use or possession of lighted smoking materials in any form by Employees will be regulated by certain restrictions and exemptions while within a City of Tulsa owned or leased facility or vehicle.

Section 32.2 Definition: smoking materials are defined as cigarettes, cigars, pipes and other tobacco or related substances that produce smoke when ignited.

Section 32.3 Restrictions:

.31 Smoking is prohibited within city owned or leased facilities except for appropriately designated locations within the facility.

.32 Smoking in any City vehicle is prohibited.

Section 32.4 Exemptions:

.41 Smoking is allowed in specific indoor locations, appropriately designated by the Chief with "Smoking Permitted" signs.

Section 32.5 Special Provisions:

.51 Special purpose areas, such as break room, squad room, and rest rooms will not be designated for smoking.

.52 Conflicts between the interest of smokers and nonsmokers will be subject to the grievance procedure to ensure a smoke free environment.

.53 Employees outside an enclosed facility or vehicle are not covered by this policy.

Section 32.6 Administration:

.61 All management and supervisory level Employees will be responsible for enforcement of the provisions established in this policy for their subordinates.

.62 The department encourages smokers that are trying to quit to contact the City of Tulsa Employee Assistance Program for free literature on smoking cessation and information concerning community providers or structured Stop Smoking Programs.

ARTICLE 33 - EXCHANGE OF DUTY

Section 33.1 Duty exchange is defined as the voluntary trading of time worked between two Employees of like rank, length of shift, and assignment due to the Employee's desire or need to attend to personal matters. Trading of time shall not be required by the Employer. Each exchange of duty must be completed and time worked balanced within the same pay period. The total number of duty exchanges per Employee shall normally be limited to three (3) shifts per calendar year unless approved by the Chief of Police. The exchange of funds between Employees for payment of duty exchange is prohibited.

Section 33.2 Duty exchange shall first be approved by the Employee's Captain or a higher ranking authority. Duty exchange will only be denied for cause, which may include but shall not be limited to unlike rank and assignment.

Section 33.3 Duty exchange shall be reopened in writing and normally at least two (2) weeks prior to the dates of exchange. Cause for denial of duty exchange shall, when possible, be discussed with the Employee prior to denial.

ARTICLE 34 - DURATION OF AGREEMENT

Section 34.1 This Agreement shall become effective on July 1, 2010, and shall remain in full force and effect until midnight, June 30, 2011.

Section 34.2 The parties further agree that this Collective Bargaining Agreement may be extended after June 22nd of each fiscal year by Memorandum of Understanding through affirmative action of the parties, for successive periods of one (1) year each.

Section 34.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by Employer are included as matters of collective bargaining, it shall be the obligation of Lodge to serve written notice of request for collective bargaining on Employer

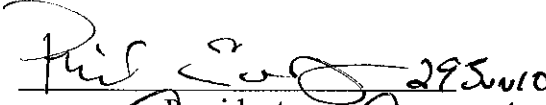
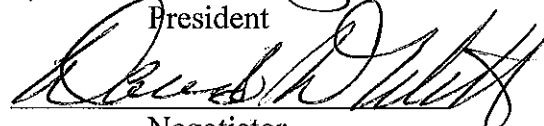
at least one hundred twenty (120) days prior to June 20 of each year, the last day on which monies can be appropriated by Employer to cover the Agreement period which is the subject of the collective bargaining procedure.

Section 34.4 It shall be the obligation of Employer to meet at a reasonable time and confer in good faith with representatives of Lodge within ten (10) days after receipt of written notice from Lodge requesting a meeting for purposes of collective bargaining.

IN WITNESS WHEREOF, we have caused this instrument to be executed on this the 30<sup>th</sup> day of June 2010.

Lodge NO. 93, FRATERNAL  
ORDER OF POLICE

Approved By:

  
\_\_\_\_\_  
29 June 10  
President  
  
\_\_\_\_\_  
Negotiator



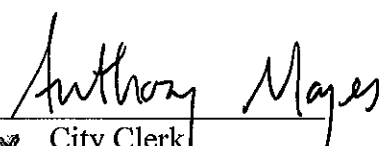
Bargaining Committee

James Moore  
David Witt  
R. G. Bruner  
Jeff Cash  
Jeff Downs  
Robert Marcum  
Jim Stump  
Shane Tuell  
Ryan Wood  
Dan Ward  
Phil Evans

"LODGE"

CITY OF TULSA, OKLAHOMA,  
a municipal corporation

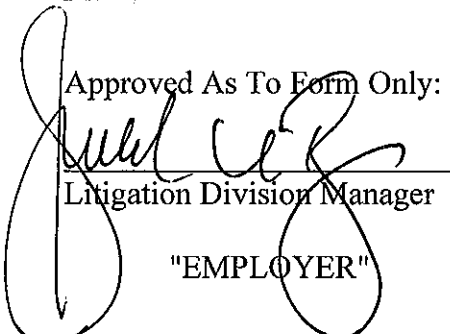
Approved By:

  
\_\_\_\_\_  
Mayor  
  
Attest  
  
\_\_\_\_\_  
DEPUTY City Clerk

Bargaining Committee

Jim Twombly  
Gerald Bender  
Chief Chuck Jordan  
Joyce Powell

Approved As To Form Only:

  
\_\_\_\_\_  
Litigation Division Manager  
"EMPLOYER"

APPENDIX "A"  
**Pay Chart**  
**Effective July 1, 2010**

CLASSIFICATION		<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>	<u>M</u>	<u>N</u>	<u>O</u>	<u>P</u>
Officer	PD-01											
	A				43,744.26	45,931.48	48,228.05	50,639.46	53,171.42	55,830.00	58,621.49	62,783.63
	M				3,645.36	3,827.62	4,019.00	4,219.95	4,430.95	4,652.50	4,885.12	5,231.97
	S				1,822.68	1,913.81	2,009.50	2,109.98	2,215.48	2,326.25	2,442.56	2,615.98
	H				21.03	22.08	23.19	24.35	25.56	26.84	28.18	30.18
Corporal	PD-02											
	A							54,690.78	57,425.32	60,296.59	63,311.42	69,649.91
	M							4,557.56	4,785.44	5,024.72	5,275.95	5,804.16
	S							2,278.78	2,392.72	2,512.36	2,637.98	2,902.08
	H							26.29	27.61	28.99	30.44	33.49
Sergeant	PD-03											
	A							61,288.11	63,739.63	66,289.21	68,940.79	73,132.40
	M							5,107.34	5,311.64	5,524.10	5,745.07	6,094.37
	S							2,553.67	2,655.82	2,762.05	2,872.53	3,047.18
	H							29.47	30.64	31.87	33.14	35.16
Captain	PD-04											
	A									76,776.60	79,847.67	84,702.41
	M									6,398.05	6,653.97	7,058.53
	S									3,199.03	3,326.99	3,529.27
	H									36.91	38.39	40.72
Major	PD-05											
	A									87,403.53	90,899.67	96,426.36
	M									7,283.63	7,574.97	8,035.53
	S									3,641.81	3,787.49	4,017.77
	H									42.02	43.70	46.36
Deputy	PD-06											
Chief	A									103,282.95	107,414.27	113,945.06
	M									8,606.91	8,951.19	9,495.42
	S									4,303.46	4,475.59	4,747.71
	H									49.66	51.64	54.78

APPENDIX "B"

City of Tulsa Police Department  
Rules and Regulations

30. POLICE OFFICER BILL OF RIGHTS:

- A. The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against Police Officers received by such Chief of Police from any person.
- B. Whenever an Officer is under investigation and is subject to interrogation by members of his agency, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:
  - 1. Interrogation: When an Officer is under investigation by the Tulsa Police Department for a complaint received, and is to be interrogated in respect to such complaint by other members of the department when there is a logical possibility that suspension, demotion, or dismissal may result, such interrogation shall be conducted as follows:
    - a) The Officer may be informed of the name of all complainants, if known if it is determined by the Chief that so informing the officer will not compromise the investigation in any way.
    - b) Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein.
    - c) The Officer under investigation shall be informed of the rank, name, and command of the Officer in charge of the investigation, the interrogating Officer, and all persons present during the interrogation. All questions directed to the Officer under interrogation shall be asked by and through one interrogator at any one time.
    - d) The Officer under investigation shall be informed of the nature of the investigation prior to any interrogation.
    - e) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

- f) The Officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
  - g) The Officer under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape recording or written record of the session.
  - h) At the request of any Officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who may be present at all times during such interrogation.
  - i) Interrogation of Officers under investigation may be taped or recorded in written form at the discretion of the investigating Officer. Officers under investigation may record the proceedings with his own equipment or record at his own expense. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.
2. An Officer under investigation shall receive written notification from the investigating Officer or the Chief of Police as to the determination of the investigation. Should an Officer be disciplined by suspension, demotion, dismissal, or transfer, or reassignment arising from an investigation, he shall be notified in writing as to the action being taken and the reasons therefore.
3. No Officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this regulation.

APPENDIX "D"

Date: \_\_\_\_\_ Issue: \_\_\_\_\_ Grievance #: \_\_\_\_\_

**Grievance Form**  
for matters involving  
**Suspension, Demotion, Dismissal or Promotional Issues**

between  
Fraternal Order of Police Lodge 93 and City of Tulsa

Member's Name: \_\_\_\_\_

Member's Rank: \_\_\_\_\_

Division: \_\_\_\_\_

Shift: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Member became aware: \_\_\_\_\_

**Grievance Procedure**

Refer to Article 7 (Specifically section 7.4) of the Collective Bargaining Agreement between the City of Tulsa and Lodge #93 Fraternal Order of Police for specific procedural steps and time frames for matters involving suspension, demotion, dismissal or promotion.

Procedural Steps	Date
Written appeal made to Chief (10 days, Promotional issues only):	
Response from Chief: (10 Days)	
Written appeal made to Human Resources Director (10 days):	
Response from Human Resources Director: (15 Days)	
Appeal Process Elected:	
<input type="checkbox"/> Arbitration <input type="checkbox"/> Civil Service	
Request for Arbitration (10 Days) _____	Hearing (30 Days) _____
Strike Arbitrators (7 Days) _____	Ruling : (20 Days) _____

Grievance reviewed by FOP Grievance Committee members on (date): \_\_\_\_\_

Grievance Committee Chairs signature: \_\_\_\_\_

President's signature: \_\_\_\_\_

Contract provisions violated:

Facts pertaining to grievance:



Relief Requested:

APPENDIX "E"

Date: \_\_\_\_\_ Issue: \_\_\_\_\_ Grievance #: \_\_\_\_\_

Grievance Form

For matters not involving suspension, demotion, dismissal or promotional issues between  
Fraternal Order of Police Lodge 93 and City of Tulsa

Member's Name: \_\_\_\_\_

Member's Rank: \_\_\_\_\_

Division: \_\_\_\_\_

Shift: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Member became aware: \_\_\_\_\_

**Grievance Procedure**

Refer to Article 7 (Specifically sections 7.5 through 7.8) of the Collective Bargaining Agreement between the City of Tulsa and Lodge #93 Fraternal Order of Police for specific procedural steps and time frames for matters not involving suspension, demotion, dismissal or promotion.

<b>Procedural Steps</b>	<b>Date</b>
<u>Step 1</u>	
Sent to Division Commander: (20 Days)	
Response from Division Commander: (10 Days)	
<u>Step 2</u>	
Sent to Deputy Chief: (10 Days)	
Response from Deputy Chief: (10 Days)	
<u>Step 3</u>	
Sent to Chief: (10 Days)	
Response from Chief: (10 days)	
<u>Step 4</u>	
Sent to Human Resources Director: (10 days)	
Hearing Date: _____	
Response from Human Resources Director (15 days from hearing)	
<b>Alternate Step 4 – Mediation</b>	
Request for Arbitration (10 Days) _____	FMCS Request _____
Arbitrator Selected (7 Days) _____	Arbitration Date: _____

Grievance reviewed by FOP Grievance Committee member on (date): \_\_\_\_\_

FOP Grievance Committee Chair's signature: \_\_\_\_\_

President's signature: \_\_\_\_\_

Contract provisions violated:

Facts pertaining to grievance:



Relief requested:

## APPENDIX "F"

### Drug Testing Policy

#### **1 Drug Policy Defined**

- .11 It is the policy of the City of Tulsa that the use of illegal drugs and the abuse of legal drugs in the workplace constitutes a violation of the law and may also represent a threat to personal and public safety and property. Abuse of such substances can grossly diminish the productivity and reliability of employees there by violating the public trust. Such behavior shall not be tolerated and the City of Tulsa will administer a program to educate employees regarding the hazards of substance abuse and to eliminate such abuse.
- .12 The elected officials, management, collective bargaining units and employees of the City of Tulsa have a joint interest in workplace safety, the elimination of substance abuse and the improvement of related job performance safety and efficiency.
- .13 The City's program shall include efforts to rehabilitate employees suffering from substance abuse problems. Employees are strongly encouraged to seek voluntarily, proactive assistance through the Employee Assistance program if they use illegal drugs or have an alcohol related problem. (See 109.193) However, this policy allows continuation of the employment of an individual upon an initial occurrence of a random positive drug or alcohol test which was initiated by the City and after review of the employee's total work record. Upon an employee's return to work after such a test result, any further positive drug or alcohol test shall be dealt with according to the provisions of this Policy and the CBA.

#### **2 Effective Date**

This policy will be effective thirty (30) days after official posting and following distribution of the policy to all bargaining unit members.

#### **3 Authority**

This policy shall be in accordance with and administered pursuant to OKLA.STAT.tit.40, §551, et. seq.: The Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 49 U.S.C. Sections 2717 and 1434 of the Federal Statutes and the Department of Transportation (D.O.T.) rules and regulations found at 40 CFR Part 121 and 40 CFR Parts 382, 391 and 392 and any amendments thereto. Drug and alcohol testing required by and conducted pursuant to federal law or regulation shall be exempt from the provisions of the Standards for Workplace Drug and Alcohol Testing Act and the rules promulgated pursuant thereto.

#### **4 Application**

- .41 This policy shall apply to all regular full-time, part-time and temporary employees of the City of Tulsa. It shall not apply to independent contractors or employees provided by temporary agencies.
- .42 The provisions of this policy, which apply specifically to employees who are under the Department of Transportation commercial motor vehicle driver regulations, are directed at those employees who are required to hold an Oklahoma Commercial Driver's License type A, B, or C due to the requirements of their position and job duties.

#### **5 Pre-Placement Testing**

All external applicants for City positions within classified regular or classified part-time employment or sworn Fire Department positions shall undergo drug and/or alcohol testing prior to assignment.

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

- .52 Pre-employment dilute negative drug test is considered a negative test and the test will not be repeated.
- .53 If the job applicant is unable to provide the quantity of urine needed for the test, the collector shall instruct the job applicant to drink not more than 40 ounces of fluids and after a period of up to three (3) hours, again attempt to provide a complete sample using a fresh collection container. Refusal to drink fluids is not a refusal to be tested. The original insufficient specimen shall be discarded.
- .54 If the applicant is still unable to provide an adequate specimen, the insufficient specimen shall be discarded, testing discontinued, and the MRO notified. At this time the MRO will perform a medical evaluation to determine if there is a legitimate medical condition that prevents production of a sufficient urine specimen. The MRO must determine if the medical condition is acute or permanent, and if permanent, whether there are clinical signs of illegal drug use. Medical conditions that would prevent the production of a suitable amount of urine must be an ascertainable physiologic condition or a medically documented pre-existing psychological disorder, but will not include unsupported assertions of “situational anxiety” or dehydration.
- .55 If a legitimate acute medical explanation is found by the MRO, the test shall be cancelled. If the job applicant is covered under DOT guidelines, then an alternative drug testing methodology may be used to achieve a negative drug test. If the legitimate medical explanation is a chronic or permanent medical condition, then the MRO must determine if there is clinical evidence that the individual is an illicit drug user. If there is no clinical evidence of drug use, the MRO will report the test as negative in those individuals with chronic medical conditions. If there is no medical evidence of a condition that prevents to production of a suitable amount of urine, then the test will be reported as a refusal to test.

## **6 Reasonable Suspicion**

Drug or alcohol testing may be conducted on any City of Tulsa employee when there is a reasonable suspicion of substance abuse in the workplace.

- .61 No testing under “Reasonable Suspicion” shall be initiated unless the circumstances are properly reviewed and agreed upon by at least two representatives of City management (which shall be considered to include supervisory level personnel).
- .62 A written record of the observation leading to a drug or alcohol test shall be created and signed by the supervisor(s), who made such observations, within twenty-four (24) hours of the observed behavior.
- .63 The City Medical Section shall be the records and reporting function for all drug or alcohol related information. Supervisors shall report to City Medical any instances of testing which occurs outside of the City Medical facility or City designated test sites; or cases involving an employee’s refusal to submit to testing. Supervisors shall also provide the associated written report signed by the supervisor to City Medical in either instance.
- .64 Reasonable Suspicion may be based upon, among other things:
  - .641 Observable and articulated phenomena such as physical symptoms or manifestations of being under the influence of drugs or alcohol while at work or on duty (appearance, behavior, speech, body odors, etc.), or the direct observation of such use while at work.
  - .642 Reports of drug or alcohol use from reliable and credible sources, which are independently corroborated;
  - .643 Evidence that an individual has tampered with a drug or alcohol test during his employment with the current employer.
  - .644 Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs

while on duty or while on the employer's premises or operating the employer's vehicle, machinery, or equipment.

#### **.7 Post-Accident Testing**

- .71 Post-accident drug or alcohol testing may be conducted on City employees only when there has been damage to City property, in an amount reasonably estimated at the time of the accident to exceed Five Hundred Dollars (\$500) or an actual work related injury to an employee or third party has occurred, and there is reasonable suspicion (as defined in Section 109.6) that the accident, injury or damage was a direct result of the employee's use of drugs or alcohol (except as noted in subsections 109.72 through 109.73).
- .72 Employees subject to D.O.T. commercial motor vehicle driver regulations (see .42) who suffer a vehicle accident during operation of a commercial motor vehicle, shall be tested for alcohol and controlled substances as soon as possible after an accident if:
  - (a) the accident involved the loss of human life; and/or
  - (b) if the driver receives a citation under state or local law arising from the accident.
- .73 If such testing cannot be administered within two hours of an accident as noted in Section .72 (a) or (b) above, the supervisor shall prepare and maintain a written record of the reasons. After eight hours such efforts to administer testing shall cease and the written record shall be forwarded to City Medical and will be made available by City Medical to the Federal Highway Administration (FHWA) upon request.

#### **.8 Random and Scheduled Periodic Testing**

Certain classifications of employees, as delineated in Section 109.83 may be required to undergo drug or alcohol tests on a random selection basis or on a scheduled periodic basis.

- .81 "Random selection basis" is defined as a mechanism for selecting employees resulting in an equal probability that any employee from a group will be selected.
- .82 The City may not waive the selection of any employee who has been selected under the above mechanism.
- .83 Random testing shall be limited to those employees who:
  - .831 are Police or Peace Officers;
  - .832 have drug interdiction responsibilities;
  - .833 are authorized to carry firearms;
  - .834 are engaged in activities that directly affect the safety of others. These employees shall be defined to include but not be limited to the following classifications or groups of employees: Sworn Police personnel, Sworn Firefighter personnel, heavy equipment operators, employees in classifications requiring a Commercial Driver's License (CDL) type A, B, or C class, employees whose duties may require them to drive on behalf of the City of Tulsa, classifications or employee groups responsible for handling drugs, explosives, or firearms.
  - .835 work in direct contact with inmates in the custody of the Department of Corrections;
  - .836 work in direct contact with juvenile delinquents or children who are in need of supervision in the custody of the Department of Human Services.
- .84 Upon initiation of this policy those employees subject to drug and alcohol testing as a commercial motor vehicle driver under D.O.T. regulations (see .42) shall be tested at the following minimal test rates per

those regulations:

- (a) the initial minimum yearly percentage rate for random alcohol testing shall be twenty-five percent (25%) of all drivers;
  - (b) the initial minimum yearly percentage rate for random controlled substances testing shall be fifty percent (50%) of the average number of drivers;
  - (c) these yearly percentage standards shall be subject to change by, and shall be based upon, the current D.O.T. regulations.
- .85 Other City employees shall be tested at a frequency rate determined by the City and as determined appropriate in view of program administrative considerations, state law or other legal requirements.
- .86 Every employee who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification, unless the employee is performing a safety sensitive function at the time of notification which will not reasonably allow his/her replacement. In such cases, the supervisor shall ensure the employee proceeds to the testing site as soon as reasonably possible.

**.9 Post-Rehabilitation Testing**

- .91 The City may require an employee to undergo drug or alcohol tests without prior notice for a period of two (2) years after the employee's return to work following a confirmed positive test, or following participation in a drug or alcohol dependency program under a City benefit plan or attend at the request of the City of Tulsa.
- .92 Post-rehabilitation testing shall be conducted in addition to any other testing the employee is subject to under this policy.

**.10 Substances For Which Tests May Be Given (Includes the related metabolites)**

- .101 Ethyl Alcohol or Ethanol (beer, liquor, etc.)
- .102 Cannabinoids or Marijuana (pot, weed, grass)
- .103 Cocaine (including crack)
- .104 Amphetamines (including speed)
- .105 Opiates (including morphine, codeine, dilaudid, percodan)
- .106 Phencyclidine (including angel dust, PCP)
- .107 Threshold reporting levels shall be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels shall not be reported to the City Medical Review Officer by the testing laboratory.

**.11 Drug or Alcohol Testing Methods and Documentation**

Collection, storage, transportation, and testing procedures shall be conducted in accordance with rules established by the Oklahoma State Board of Health and applicable Federal Statutes and regulations including the following:

- .111 Testing facilities shall meet the qualifications and standards of and be licensed by the State Department of Health.
- .112 Samples shall be collected only by those persons "deemed qualified" by the State Board of Health and appropriate labeling of samples shall occur so as to reasonably preclude the probability of erroneous identification of test results.
- .113 Urine samples that are appropriate for drug and alcohol testing shall be collected with due regard to the

privacy of the individual being tested. In no case shall the City's representative directly observe collection of a urine sample.

- .114 A written record of the chain of custody of the sample shall be maintained until the sample is no longer required.
- .115 An applicant or employee shall 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.
- .116 Reporting levels utilized for identification of positive substance abuse results shall be those levels established by the Federal Department of Transportation.
- .117 An employee who is found to have a positive drug test may designate an appropriate testing facility to which the split sample shall be sent for repeat testing. Such a testing facility must also meet the standards of this section.

## .12 **Costs**

The City is responsible for all costs associated with drug or alcohol testing.

- .121 If an employee requests a retest of the split specimen to challenge the findings of a confirmed positive test the employee is responsible for the cost of the test. However the City is responsible for arranging the test and may request reimbursement but can not make payment a condition of doing the re-test.
- .122 Any test of a current employee must be performed during or immediately after the employee's scheduled work period and is deemed as compensable work time as applicable under the Fair Labor Standards Act.

## .13 **Refusal to Undergo Testing; Tampering with Sample**

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

## .14 **Medical Review Officer**

The City shall employ and/or contract a Medical Review Officer qualified by the State Board of Health.

- .141 The Medical Review Officer shall receive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant.
- .142 Upon receiving a confirmed positive test result the Medical Review Officer shall contact the applicant or employee prior to notification of City officials. The applicant or employee shall be given the opportunity to explain the test results.

## .15 **Confidentiality**

The City shall comply with all provisions of the Workplace Drug and Alcohol Testing Act including confidentiality and shall treat all tests and all information related to such tests, including interviews, memoranda, reports, and statements as confidential.

- .151 All records relating to drug testing shall be kept separate from personnel records.
- .152 Such records may not be used in any criminal proceeding or civil or administrative action except in

actions taken by the City or otherwise involving the subject employee and the City, unless there is a valid court order authorizing the release of such records.

- .153 Records shall be the property of the City of Tulsa and will be made available to the affected applicant or employee for inspection and copying upon request.
- .154 Records may not be released to any person other than the applicant or employee without the applicant or employee's expressed written permission, or if otherwise required by law.
- .155 Employees within supervisory or management positions shall be responsible for compliance with this policy. They shall also ensure employees seeking treatment or within rehabilitation processes are treated fairly and appropriately as concerns their job rights and job security. Additionally, supervisors and managers shall ensure that all reasonable efforts are made to allow for confidential handling of diagnosis and treatment of employees with substance abuse problems.

#### **.16 Disciplinary Action**

The City of Tulsa recognizes that substance abuse is treatable and that appropriate responses to these problems include education, treatment and rehabilitation. The City shall not take disciplinary action against an employee who tests positive for drugs or alcohol unless the test is confirmed by a second test performed on the same sample using one of the methods prescribed by the Oklahoma Standards for Workplace Drug and Alcohol Testing Act. However, this shall not preclude the use of paid administrative leave in cases involving reasonable suspicion and/or at the discretion of the supervisor.

- .161 Normally, a non-probationary employee with a previously satisfactory work record will be given one (and only one) opportunity to continue employment after an initial occurrence of a positive drug or alcohol test where such testing was required by the City. In such cases no direct disciplinary action shall normally be effected due to the test results unless the test arose under reasonable suspicion criteria. However, some period of leave without pay may occur prior to the employee being allowed to return to work dependent upon the employee's leave accruals and per .163 below. Such an attempt to allow for rehabilitation of an employee is believed to be an appropriate course of action to meet the City's obligation to both our employees and to the citizens. A subsequent positive test shall be addressed according to the disciplinary procedures covered by the Collective Bargaining Agreement.
- .162 Continued employment, if offered, shall be contingent upon the employee agreeing in writing to undergo random or periodic drug and/or alcohol post-rehabilitation testing for two (2) years and satisfactory participation in the Employment Assistance Program. Employees who have had a positive drug or alcohol test shall not be allowed to return to work until they can provide a verified negative "return to work" drug or alcohol test (as applicable), performed at the City of Tulsa's Medical testing site. (Available vacation, compensatory or sick leave accruals may be utilized by the employees in such situations.)
- .163 Grievances arising from implementation and operation of this drug testing policy will be handled through the Collective Bargaining Agreement. No officer shall be disciplined for a positive test that is a result of a lawful job related exposure or contact.

#### **.17 Testing Procedure**

When a drug or alcohol test is deemed appropriate under this policy the employee's exempt supervisor shall transport or arrange for the employee to be transported to the Medical Section or the City designated testing facility for testing. If the Medical Section is closed, the employee shall be transported to Hillcrest Medical Center Emergency Department (or other City designated after hours testing facility).

- .171 Employees must present a picture I.D. (Oklahoma Driver's License or City I.D., etc.) or be accompanied by an exempt supervisor who can provide identification witness as the City's representative to the Medical testing personnel representative prior to testing and as required by NIDA procedures.

- .172 The exempt supervisor shall make a reasonable effort to ensure that the employee is safely transported to their place of residence after any drug or alcohol testing is completed under criteria of reasonable suspicion in 109.6.

**.18 Policy Posting Procedures**

Each department shall post a copy of this policy in a prominent employee access and/or applicant access area. Each employee and each applicant shall be provided a copy of this policy upon receipt of a conditional offer of employment.

**.19 Employee Assistance Program (E.A.P.)**

- .191 The City of Tulsa shall maintain either an in-house or contractual "Employee Assistance Program." The E.A.P. provided by the City, shall at a minimum, provide drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.
- .192 The City shall establish and utilize an E.A.P. Committee which shall review, on a yearly basis, the existing E.A.P. service provisions, employee usage, statistics, etc., and recommend to the Mayor noted improvement opportunities or recognized needs for program changes. Each of the collective bargaining units shall be invited to provide a voting representative to said Committee, which shall consist of no more than seven voting members.
- .193 Employees who (1) voluntarily come forward at least twenty-four (24) hours prior to any notification of required drug or alcohol testing, and (2) admit to alcohol or drug problems, and (3) initiate E.A.P. rehabilitation through the City's E.A.P. shall not be considered to have suffered a violation of this policy or be subject to discipline under section 109.16. However, those employees in safety sensitive positions may be assigned to non-safety sensitive positions until a verified negative drug or alcohol test can be obtained from an appropriate testing facility per 109.11. Additionally, the employee may be required to enter into a signed agreement for continued required drug or alcohol testing and E.A.P. compliance as provided under 109.9 and 109.162 if a problem is determined to exist.

**.20 Penalties and Remedies**

Employees are hereby advised that there are certain criminal sanctions and civil remedies for violation of Oklahoma's Standards for Workplace Drug and Alcohol Testing Act contained in OKLA. STAT. Tit. 40, §551. The City of Tulsa's implementation of drug testing programs shall not diminish the rights of individual employees under state or federal statutes as relate to drug testing.

**.21 Prohibitions**

- .211 No employee shall 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 shall 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 shall be on duty or operate a City vehicle or perform job duties while in possession of alcohol nor use alcohol during such duty time, unless authorized to do so as a function of his/her job duties.
- .212 No employee shall report for duty, drive a City owned vehicle, operate heavy equipment or machinery, or remain on duty when the employee uses any controlled substance, except when the use is pursuant to the instructions of a physician and/or when the physician has advised an employee the substance will not adversely affect the employee's ability to drive a vehicle if such duties are required. No supervisor having knowledge that an employee has used a controlled substance shall permit an employee to be on duty or drive/operate any City equipment or vehicle.
- .213 No employee required to take a post accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.