

Collective
BARGAINING
AGREEMENT

Fiscal Year
2005-2006

BETWEEN

THE CITY OF OKLAHOMA CITY

and

THE
FRATERNAL ORDER OF POLICE
LODGE 123

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1.....	Purpose of Agreement.....	3
2.....	Recognition.....	3
3.....	Authority and Term.....	4
4.....	Management Rights and Responsibilities.....	4
5.....	Bargaining Agent Security.....	5
6.....	Prohibition of Strike.....	7
7.....	Mutual Responsibility.....	8
8.....	Grievance Procedure.....	8
9.....	Skill Incentive Pay.....	11
10.....	Seniority.....	12
11.....	Personnel Reduction.....	14
12.....	Sick Leave.....	14
13.....	Insurance.....	15
14.....	Emergency Leave.....	16
15.....	Vacation.....	16
16.....	Holidays and Days of Employment.....	17
17.....	Overtime Compensation.....	18
18.....	Educational Incentive Pay.....	18
19.....	Retirement.....	19
20.....	Wages.....	19
21.....	Uniforms.....	20
22.....	Police Merit Board.....	21
23.....	Manpower Utilization and Productivity.....	23
24.....	Promotional Program.....	23
25.....	Savings Clause.....	30
26.....	Right to Legal Representation.....	30
27.....	Earned Leave Buy-Back.....	30
28.....	Trade Days.....	31
	Addendum A.....	34
	Addendum A-1 – Pay Matrix.....	35
	Addendum B – Longevity Schedule.....	36
	Addendum C – Insurance.....	37
	Addendum D – Labor Management Committee.....	42
	Addendum E – Bill of Rights.....	43

AGREEMENT BETWEEN
THE CITY OF OKLAHOMA CITY
AND
THE FRATERNAL ORDER OF POLICE, LODGE 123

ARTICLE 1

PURPOSE OF AGREEMENT

Section 1.1 This Agreement, entered into by the City of Oklahoma City, Employer, and The Fraternal Order of Police, Lodge 123, (FOP) as the Collective Bargaining Agent, pursuant to Title 11, Oklahoma Statute Section 51-101 et seq., as amended, is made to:

- (a) Establish wages, hours, benefits, grievance procedures, and other conditions of employment of represented officers of the Oklahoma City 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 Oklahoma City;
- (c) Assist in the amicable adjustment of labor disputes.

ARTICLE 2

RECOGNITION

Section 2.1 The City Of Oklahoma City, hereinafter referred to as Employer, recognizes the Fraternal Order of Police, Lodge 123, hereinafter referred to as FOP, as the exclusive bargaining agent during the term of this Agreement. All commissioned officers, hereinafter referred to as "*employees*", as listed in Addendum A of this contract, shall be covered by this contract.

Section 2.2 (a) Police recruits who have not completed the police training academy are not covered by this contract except as specifically hereinafter provided in subsection (c).

- (b) Police recruits who have not completed the police training academy cannot avail themselves of the grievance procedure set forth herein in Article 8.
- (c) The FOP shall have the right to bargain on behalf of recruits who have not completed the police training academy regarding the single issue of entry level pay.

Section 2.3 All commissioned officers listed in the pay plan of this collective bargaining agreement who have not successfully completed the twelve (12) month probationary period shall be considered probationary employees.

Probationary employees must complete the following service requirements to have access to the benefits listed below:

1. Tuition reimbursement will be provided only to those probationary employees who have successfully completed FTO Training;
2. Probationary officers shall not receive uniform allowance until after they have completed their initial probation. They will be eligible to receive uniform maintenance allowances.
3. Management will establish a probationary officer grievance board to hear grievances of probationary officers and make recommendations to the Chief. Disputes not settled by the Chief may be submitted to the Executive Board of the FOP to determine merits for arbitration.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The Employer and the FOP have, by these presents, reduced to writing the Agreement entered into by the Employer and the FOP through the collective bargaining process as that term is defined in 11 OS 1991 Section 15-101, as amended.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2005 ~~2004~~ and shall remain in full force and effect through the 30th day of June, 2006 ~~2005~~ pursuant to the terms of 11 OS 51-101 et seq.

Section 3.3 The terms of this agreement, as well as bargaining and arbitration for the terms of a successor agreement shall be governed by the terms of the Fire and Police Arbitration Act, 11 OS 51-101 et. seq.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City shall hire employees for the Oklahoma City Police Department without regard to membership in the FOP, and any employee listed in Addendum A who is not a member of the FOP shall receive and shall be entitled to all benefits, rights, privileges, and agreements contained herein.

Section 4.2 The Employer expressly reserves the right to plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend, or discharge any member of the Oklahoma City Police Department, subject to the provisions of this contract.

Section 4.3 The Employer shall have the exclusive right to determine the source or sources from which new applicants for work in the Oklahoma City Police Department shall be secured; and shall be the sole judge of qualifications of employees for retention with the Employer subject to existing ordinances, state law, and the Merit Board and Grievance Procedures hereinafter specifically set forth.

Section 4.4 Except as specifically modified by this Agreement, all the rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively and without limitation within the rights of the Employer.

Section 4.5 The Employer and the FOP specifically recognize the necessity of continuous improvement in efficient and effective police protection and services through the Employer's operations to all citizens of the City of Oklahoma City, and each party to this contract agrees to cooperate with the other in accomplishing this result. In this regard there is hereby created an employer-FOP Committee, to meet on an as needed basis, but not more than once monthly, to discuss areas of mutual concern.

Section 4.6 All rules, regulations, fiscal procedures, working conditions, departmental rules and practices and manner of conducting the operation and administration of the Oklahoma City Police Department in effect on the execution date of this agreement shall be deemed a part of this agreement unless and except as modified or changed by the specific terms of this agreement. This agreement shall also supersede any personnel policies of the City which conflict with its terms. Except as stated above, only the terms and conditions of employment of those individuals covered by this agreement shall not be altered except by agreement of the parties.

ARTICLE 5

BARGAINING AGENT SECURITY

Section 5.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the ownership, or management, of either party hereto or by change geographically, or place of business of either party hereto.

Section 5.2 The employer agrees to deduct, bi-weekly, dues and assessments in the amount certified to be correct by the Secretary of the FOP, from the pay of those employees who individually request by means of payroll deduction card authorization that such deductions be made.

The Employer further agrees to deduct, bi-weekly, a service fee from the wages of those employees who are in the bargaining unit but who are non-members of the FOP, Lodge 123, upon the condition that non-FOP employees execute and keep effective a valid payroll deduction authorization. The amount of this service fee shall be uniform among all non-FOP employees. The total amount of deductions shall be remitted by the Employer to the Treasurer of the FOP.

This authorization shall remain in force until canceled by the employee; cost for the Payroll Deduction Service shall be charged by the City in accordance with the following:

- (a) Any extra work or expense incurred by the City because of requests or delays in furnishing information, materials, or supplies, by the FOP, or due to the furnishing of indefinite, erroneous or conflicting data, shall be paid for or borne by the FOP. The charges are to be based on the City's actual cost and will be due and owing to the City upon delivery of an itemized invoice to the FOP.
- (b) For normal services contemplated by this section the FOP shall be charged Two Hundred Fifty Dollars (\$250.00) annually, covering the period of this agreement. The FOP shall remit the above in twelve (12) equal installments prior to and before the fifth (5th) day of each month.
- (c) The City shall not be liable either at law or equity for any damages incurred by the FOP, which occurs from the City's non-performance or delay of the duties and obligations of this Article 5, Section 5.2 covenant, where such non-performance or delay is due to fire, electrical or machine failure, strike, lockout, governmental order or regulation, or any other failure similar or dissimilar beyond the City's reasonable control.

Section 5.3 The president of the Fraternal Order of Police, Lodge 123, shall be assigned Special Duty out of the Police Chief's Office to conduct FOP Lodge 123 business.

Section 5.4 Upon giving five (5) days written notice acknowledged by the appropriate Bureau Chief of Police, representative of the FOP Lodge 123 may be granted a reasonable period of time off with pay, by the Chief of Police, to conduct bona fide FOP Lodge 123 business as determined by the Chief of Police. Business to be conducted must be defined and specified at the time the written request is made.

The only individuals who may be granted more than twenty (20) days off per year under this section shall be the FOP Secretary and Treasurer, who may be granted up to an additional twenty-four (24) days per year for purposes of performing their official duties, as set forth in the FOP constitution and by-laws. No other individual shall be granted in excess of twenty (20) days off per fiscal year, nor shall a group in excess of five (5) individuals be granted identical time off under this provision. However, nothing shall preclude, upon five (5) days notice as above, the use of vacation or other recognized time off with pay by an individual or group of individuals for bona fide FOP Lodge 123 business.

Section 5.5 Employer agrees not to enter into any other agreement, written or verbal, with any employee association or department association which in any way conflicts with the provisions of this Agreement. Employer further agrees not to discriminate against any employee for activity in behalf of, or membership in the FOP Lodge 123.

Section 5.6 No officer shall be required to participate in any City sponsored or recognized charity, nor shall any officer be discriminated against for failure to so participate. No officer shall be subjected to a review of his/her personnel records to determine the officer's participation or non-participation in any City sponsored charity.

ARTICLE 6

PROHIBITION OF STRIKE

Section 6.1 The FOP and the Employer are well aware of the public policy and the necessity that there shall be no strikes or other action which would tend to disrupt the provision of those services traditional to Employer's business; in that the public policy of the State of Oklahoma has been expressly stated by the Oklahoma Legislature and codified as Title 11 O.S. Section 51-101, as amended, that statutory provision is deemed to provide the spirit and intent under which the following sections of this Article are provided and the parties hereto are bound.

Section 6.2 Neither the FOP, nor any of its officers, agents, or employees, or any of the employees for which it bargains, shall in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, engage in, condone, or encourage any person to participate in any strike, work stoppage or slowdown. The FOP shall not aid or assist any persons, or parties, engaging in the above prohibited conduct nor shall the FOP provide funds, financial and other assistance for the conduct or direction of such activities for the payment of strike, unemployment, or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, that the FOP may provide legal representation for itself or persons accused of such activities, or for any other purpose it may deem necessary.

Section 6.3 Upon notification confirmed in writing, by the Employer to the FOP, that certain of its members are engaging in a strike, the FOP shall immediately, in writing, order such members to return to work at once and provide Employer with a copy of such an order and responsible officials of the FOP shall publicly order them to return to work. Such characterization of strike by the Employer shall not establish the alleged existence of a strike.

Such notification by the FOP shall not constitute an admission by it that strike is in progress or has taken place or that any particular member is or has engaged in a strike. The notification shall be made solely on the representation of the Employer.

In the event that a strike occurs, the FOP agrees to take all reasonable effective and affirmative action to secure the members return to work as promptly as possible. The FOP shall not be in breach of this Agreement where the acts or actions herein before enumerated are not caused or authorized by the FOP.

ARTICLE 7

MUTUAL RESPONSIBILITY

Section 7.1 The Employer and the FOP agree that for the duration of this Agreement, neither the Employer or its agents, nor the FOP, its agents or members, shall discriminate against any employee because of his membership or non-membership in the FOP.

Section 7.2 Pursuant to Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family and Medical Leave Act of 1993; the Guidelines, Rules and Regulations of the Equal Employment Opportunity Commission; State of Oklahoma Human Resources Department Directives; and, the City of Oklahoma City Policy on Equal Employment Opportunities; each party recognizes itself to be legally bound to initiate and further the quality of employment for all persons receiving beneficial rights under this agreement.

Section 7.3 In the event that any portion of this contract shall be determined as in conflict with the statutory or administrative provisions identified in Section 7.2 above; or, should a provision of this contract in any manner negatively or adversely affect the Employer's compliance with the provisions of Section 7.2 above; then in either of these particular situations, the conflicting provision of this contract shall become null and void, without legal effect whatsoever and notwithstanding prior dealings, traditions or status quo positions.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 The FOP or any employee may file a grievance within fifteen (15) days of said occurrence, as hereinafter defined, and a grievance may also be filed by the FOP or any employee covered by this Agreement regarding unsafe conditions of unsafe equipment.

Section 8.2 The Bargaining Agent may report an impending grievance to the Chief of the Oklahoma City Police Department or the City Personnel Director in an effort to forestall its occurrence.

Section 8.3 The purpose of this Article is to establish a mechanism for the fair, expeditious and orderly adjustment of grievances and settlement of disputes involving the interpretation or application of this collective bargaining agreement.

Section 8.4 Any formal grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts which supports a grievance position that an alleged violation has occurred.

Section 8.5 A grievance shall not be subject to resolution under this procedure if the aggrieved employee has submitted the dispute for resolution pursuant to procedures established under the grievance procedure of the City Personnel Policies.

Section 8.6 Any controversy or dispute between the Employer and the FOP or any employee concerning the interpretation, enforcement, or application of any provision of this Agreement, or concerning the terms or conditions of employment, may be an occurrence giving rise to a grievance which shall be adjusted in the following manner:

Step 1: An employee shall, and his employee counselor may first discuss a grievance with his immediate supervisor in an attempt to reach a satisfactory solution. In this step, it is not mandatory that the grievance be written. The supervisors are encouraged to counsel with the employee and with their supervisors in their review and handling of the situation. The supervisor's decisions shall be orally made to the employee and his employee counselor if he has one within five (5) calendar days. The majority of grievances should be resolved at this step.

Step 2: If the grievance is not resolved in Step 1, it shall be submitted in writing within five (5) calendar days, from the receipt of the supervisor's response in Step 1 to the Department Director for adjustment. The FOP President shall also send a copy of the grievance to the City Personnel Director. Grievances involving discipline or discharge shall be signed by the employee involved. The employee shall acknowledge that he/she elects to use this grievance procedure and waives any right to process the grievance through the grievance procedures in the City Personnel Policies. Grievances regarding discharge may begin at this step providing they are filed within the time limits of Section 8.1 of the Article.

Step 3: The grievant and the Department Director, or his designate, shall have a right to a conference at this step, at which time the employee shall have the right to the employee counselor of his choice.

The Department Director shall submit his answer, in writing, to the employee involved, and the FOP President within ten (10) calendar days.

Step 4: If the grievance has not been settled at Step 3, the FOP President shall send the grievance within ten (10) calendar days to the City Manager, or designee for review, and possible resolution or if the parties mutually agree, the grievance shall be submitted for mediation to the mediator of the parties choice according to the rules of the Federal Mediation & Conciliation Service, (FMCS). If the parties are unable to mutually agree upon a mediator, the FMCS shall appoint a mediator to assist in adjusting the grievance at this level. The parties shall each select one representative to present their respective parties' position to the mediator. Each party shall also be represented by at least one individual with the authority to

bind that party to any agreement made as a result of mediation. Each side shall present a summary of its position to the mediator, which presentation shall be limited to an hour per side. The presentation shall include a summary of all relevant facts.

If, at the conclusion of the hearing, the parties have not settled the grievance, the mediator shall make written findings of fact and recommendations and submit them to the parties within ten (10) days of the conclusion of the hearing. Said findings and recommendations shall be advisory only and not be binding on the parties or admissible in any subsequent arbitration hearing. If the parties do not mediate the grievance, or mediation does not resolve the grievance, the City Manger shall submit his answer to the Chief of Oklahoma City Police Department, the employee(s) involved, and the Bargaining Agent Grievance Committee within ten (10) calendar days. The FOP Executive Board shall constitute the Grievance Committee.

Within twenty (20) days of receipt of the City Manager's response, the FOP Grievance Committee shall determine, in its discretion and judgement, whether or not a grievance exists as defined in Section 8.6 above. If the FOP Grievance Committee finds a grievance does exist, and that the grievance warrants further processing, it shall notify the City Manger and give notice of arbitration. The grievance shall be submitted to arbitration for adjustment as follows:

- (a) Within seven (7) calendar days from the date of the notice to the City Manager for arbitration, the FOP and the Employer shall attempt to agree on an arbitrator.

If, on the expiration of the period allowed therefore, the Employer and the FOP are unable to agree upon the selection of an arbitrator, the FOP and the Employer shall request, within ten (10) calendar days, the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators.

Within seven (7) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the Employer and the FOP shall alternately strike the name of one (1) arbitrator from the list of five (5) until one (1) name remains, with the Employer making the first strike from said list.

- (b) Within fourteen (14) days, the Employer and FOP shall agree on a hearing date and place. The hearing shall be informal and the rules of evidence prevailing in judicial proceeding shall not be binding. Any and all documentary evidence and other data deemed relevant by the Arbitrator may be received in evidence. The Arbitrator

shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented to the Arbitrator for determination.

- (c) Within an appropriate period of time after the conclusion of the hearing, the Arbitrator shall issue a written award resolving the grievance. A copy of said award shall be mailed or otherwise delivered to the FOP and the employer.
- (d) The Arbitrator's award shall be final and binding on the parties to this Agreement. The City maintains that should a conflict arise between the terms of this Agreement and the City's statutory and Charter authority, the latter should prevail.

The FOP recognizes the City's reliance upon statutory and Charter reservations of authority but does not concede that any statutory or Charter provisions prevent any of the terms or conditions in this Agreement from being binding on the City.

- (e) The cost of the Arbitrator shall be shared equally between the FOP and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 8.7 In matters of interest arbitration the parties will follow the procedures set forth in 11 OS Section 51-106 through 51-110, as amended.

ARTICLE 9

SKILL INCENTIVE PAY

Section 9.1 Officers who are assigned as field training officers (FTO) shall receive additional incentive pay in the amount of \$20.00 per shift while attending FTO training and during any period in which an FTO has a rookie assigned to him or her.

Section 9.2 Officers assigned as Investigative Training Officers shall receive additional incentive pay in the amount of \$2.00 per hour for each shift an investigative trainee is assigned to him/her.

Section 9.3 Currently assigned Investigations Personnel who have completed five (5) or more years of service as sworn officers in the Investigations Bureau, and who hold Investigation Bureau Badges, shall receive \$25.00 per pay period, beginning with the first full pay period in Fiscal Year 2005-2006 ~~2004-2005~~. The skill incentive pay will automatically expire at the close of business on June 30, 2006 ~~2005~~, unless both parties mutually agree to its continuation.

Section 9.4 Officers who speak Spanish and/or Vietnamese fluently will receive twenty-five dollars (\$25.00) per pay period. Officers receiving such pay will be required to serve as interpreters on an as-needed basis. Officers must provide proof of fluency to the Police Chief or designee before interpretive pay will be approved. Fluency will be determined through a fluency exam administered by a college, vo-tech, university or other agency mutually agreed to by the City's Personnel Department and the FOP. The Chief of Police or his designee reserves the right to verify the authenticity of the certification. Any Officer who submits a falsified certificate is subject to disciplinary action.

Section 9.5 Officers who are certified and assigned to work clandestine lab cases only, will receive thirty-five (\$35.00) dollars per pay period.

Section 9.6 The Chief of Police established the Crisis Intervention Team (CIT) for the purpose of providing officers trained and certified to respond to incidents involving the mentally ill. Active and certified officers assigned to the CIT shall receive \$25 per pay period. Certified shall mean any police officer who has successfully completed all required CIT training by the Oklahoma City Police Department. Active means the officer is a listed member of the CIT. Any officer assigned to the CIT is required to respond to incidents involving the mentally ill, whether self-initiated or upon request.

The Chief of Police or his designated program director shall have sole discretion to determine suitability for selection and retention of all CIT officers. Participating officers must be assigned to the Operations Bureau. Officers may be removed from the CIT if unable to perform routine field duties, placed on special assignment, promoted, transferred, or for any other reason the Chief of Police or his designee determine the CIT officer can no longer meet the requirements of the program.

ARTICLE 10

SENIORITY

Section 10.1 "*Seniority*" as the continuous length of service of a commissioned officer with the Oklahoma City Police Department within each job classification.

Seniority shall commence from the last date which the employee is employed in the Oklahoma City Police Department as a commissioned officer; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of said probation, the initial probationary service shall count as a part of the officer's seniority. Throughout this contract job classification and rank are synonymous.

Section 10.2 Seniority shall be determined as between two or more employees by highest rank. When two or more employees are of the same rank, seniority shall be determined by length of service within the rank. As between two or more employees of the same rank, who have the same length of service in said rank, seniority shall be determined by length of continuous service as a police officer with the Oklahoma City Police Department. If, after the application of the criteria set forth in this Section, there still remains a question as to seniority between two or more

officers, then, and in that event, seniority shall be determined between them by the highest grade ranking in their Police Academy class.

Section 10.3 Except where impractical due to skill levels of officers, or where special working conditions exist which would preclude certain officers from working specific shifts, sub-stations, or days, and considering manning levels, (in which cases the ruling of the Chief shall be final) seniority shall be the dominant factor to be considered by the Chief of Police in determining the priority of each employee to:

- (a) Time when annual vacation is granted
- (b) His or her first choice as to scheduling time off on Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's, it being understood that New Year's Eve is not a designated holiday under this Agreement.
- (c) Regularly scheduled days off
- (d) Order of layoff and recall shall be as set forth in Article 11.

Section 10.4 Seniority shall have no bearing on promotion decisions except as outlined in Article 24.

Section 10.5 Seniority shall be lost upon the occurrence of any of the following events:

- (a) Discharge
- (b) Resignation from employment
- (c) Retirement
- (d) Unexcused failure to return to work upon expiration of a leave of absence
- (e) When an employee has been laid off for a period of more than two years.

Section 10.6 In the event an employee is reduced in classification, the seniority previously accrued in the former classification shall not be lost; however, the employee so reduced shall not be able to exercise his seniority with respect to Article 10, Sections 10.3 (a) through 10.3 (d) for ninety (90) days.

Section 10.7 Vacancies and assignments will be made in accordance with the procedures set forth in the Police Operations Manual.

Section 10.8 Employees who hold investigator positions will be assigned functional, non-compensatory working titles to distinguish years of service in those positions. Employees will be issued badges while assigned to the Investigator positions, which will remain the property of the City of Oklahoma City, and must be relinquished upon transfer, promotion, resignation, termination, or retirement from Investigator positions. Badges cannot be worn on uniforms. Functional titles and badges will be assigned to employees according to years of service in Investigator positions, based on date of assignment.

Employees with 0-5 years of service will be issued Detective badges, 5-10 years of service – Investigator, and 10+ years or service – Inspector. Functional titles will not derive any monetary review and will not impact the current rank classification structure.

ARTICLE 11

PERSONNEL REDUCTION

Section 11.1 In the event it becomes necessary to layoff employees for any reason, employees shall be laid-off in the inverse order of their seniority by job classification.

Section 11.2 When an employee is laid-off due to reduction in the work force, he shall be permitted to exercise his seniority rights to bump or replace an employee with less seniority. Such employee may, if he so desires, bump any employee in lower classification under the following conditions:

- (a) He has more seniority
- (b) He can do the available work
- (c) Such bump request is initiated within two (2) working days of the date the employee receives written notice of lay-off.

Section 11.3 Employees shall be recalled from lay-off according to their seniority within the job classification.

Section 11.4 Notice of recall shall be sent to the employee at his last known address by certified mail.

If the employee fails to notify the Office of the Chief of Police within five (5) calendar days after receipt of such recall notice that the employee intends to return and if the employee after giving such notice of intent to return fails to be available to return to work within ten (10) calendar days after receipt of such recall notice, such employee shall be deemed to have quit.

Section 11.5 No new employees shall be hired into a classification until all employees who are on lay-off status from that classification have been offered recall.

ARTICLE 12

SICK LEAVE

Section 12.1 An employee injured on the job shall continue to receive the regular salary or rate of pay during absence from work, not to exceed six (6) calendar months (1,044 hours); provided, however, after the first ninety (90) days a physician's statement verifying the officer's inability to perform assigned duties shall be required at 30-day intervals to carry said officer on "*injured on duty recuperative leave (I.O.D.)*". Provided, however, any disability payment received by

reasons of worker's compensation coverage, for the same injury, during the period the officer is carried on I.O. D. status shall be credited to the City.

Section 12.2 Employees shall accrue five (5) hours of sick leave per pay period, with a maximum allowable accumulation of two thousand (2,000) sick leave hours.

Section 12.3 Termination/payment for sick leave balance shall be fifty (50) percent of the sick leave balance paid to the employee at time of retirement, voluntary resignation, disability allowance or death in the municipal service; provided that, the fifty (50) percent maximum payment will be reduced two and one-half (2 ½) percent for each year less than twenty (20) years of creditable service; one hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Police Department.

Section 12.4 An employee who used no more than three (3) days (3 shifts) of sick leave during the current year shall be granted an additional two (2) days (2 shifts) of vacation accrual on the employee's leave anniversary date.

Section 12.5 An Officer who incurs a non-work related illness or injury requiring that Officer to miss work, and who has exhausted his or her sick leave, annual leave, and compensatory time, may accrue additional sick leave donated by other Officers. Donated sick leave must be on an hour for hour basis. The maximum amount of sick leave that can be donated to a single Officer per fiscal year, by any one Officer, shall be an amount equal to twenty-four (24) hours of leave of the injured or ill Officer. The donated leave shall be used in the order it is donated.

Should the injured or ill Officer return to work, take disability retirement, or die, with donated sick leave which was not used by the Officer, the unused donated leave shall revert to the Officer who donated the leave.

ARTICLE 13

INSURANCE

Section 13.1 All terms, benefits, procedures, policies, methods and manner of operating and administering the current health and dental benefits plans shall continue in full force and effect except for those changes included in Addendum C. The FOP agrees to the changes recommended in Addendum C.

Section 13.2 During the duration of this Agreement, the parties agree to continue participation in the Oklahoma City Labor/Management Insurance Committee. Any changes recommended by said Committee which affect members of the bargaining unit shall be presented to the FOP negotiating team and members for a ratification vote.

Section 13.3 The parties agree the level of benefits, and the amount of employee contributions toward health care for plan year ~~2006 2005~~ (January 1, ~~2006 2005~~ – December 31, ~~2006 2005~~) is

a resolved issue in collective bargaining negotiations for the Indemnity Plan and for the HMO(s), as set forth in Addendum C. Should any legal restriction upon the term of this agreement make this section voidable, the parties can reaffirm their intent in a subsequent agreement.

ARTICLE 14

EMERGENCY LEAVE

Section 14.1 *Death in Family.* In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) calendar days off, with pay, at the time of the emergency. Immediate family shall be defined as: spouse and children, mother, father, brother, sister, and grandparents of the employee and the employee's spouse.

Section 14.2 *Sickness in Family.* In the event of sickness or injury to a member of an employee's immediate family, as defined by Section 14.1, above, which is serious enough to warrant the presence of the employee, as certified by the attending physician, the employee shall be granted up to three (3) calendar days off with pay.

In the event of sickness or injury to an employee's immediate family member which qualifies under the Family and Medical Leave Act (FMLA), the employee may be allowed to use personal sick leave for the duration of the leave, as certified by a physician. For purposes of a FMLA-qualifying event, the FMLA definition of an immediate family member shall be used and the residency of the immediate family member shall not restrict the availability of the employee's personal sick leave.

Section 14.3 The emergency time off duty herein provided for applies only when the family death, sickness, or injury does in fact require time off from regularly scheduled duty and does not contemplate nor grant an accrual or other permissible leave with pay periods.

Section 14.4 All paid time off under Section 14.2 of this Article shall be deducted from accumulated sick leave.

ARTICLE 15

VACATION

Section 15.1 All employees with zero (0) to five (5) years continuous service shall accrue vacation leave at the rate of three and seven tenths (3.7) hours per pay period with a maximum accrual of Two Hundred Fifty (250) hours.

Section 15.2 All employees with five (5) to ten (10) years continuous service shall accrue vacation leave at the rate four and three tenths (4.3) hours per pay period with a maximum accrual of Two Hundred Fifty (250) hours.

Section 15.3 All employees with ten (10) to fifteen (15) years of continuous service shall accrue vacation leave at the rate of five and three tenths (5.3) hours per pay period with a maximum accrual of Four Hundred (400) hours.

Section 15.4 All employees with fifteen (15) or more years of continuous service shall accrue vacation leave at the rate of six and two tenths (6.2) hours per pay period with a maximum accrual of Four Hundred (400) hours.

Section 15.5 All employees under this contract will be required to schedule at least a minimum of fifty six (56) hours vacation time each calendar year. Exceptions to this requirement must be reviewed and approved by the Chief of Police.

Section 15.6 All employees under this contract may convert up to forty (40) hours of sick leave to vacation leave if the vacation leave balance is below the maximum accrual. Employees can only convert sick leave to vacation leave in four (4) hour increments and converted sick leave must be taken in the pay period in which it is converted. Employees who elect to participate in the Sick Leave Conversion Program are not eligible to participate in the Earned Leave Buy-Back Program.

ARTICLE 16

HOLIDAYS AND DAYS OF EMPLOYMENT

Section 16.1 Officers of the Oklahoma City Police Department who work a regular 40 hour week rather than a shift schedule shall receive ten (10) holidays annually as follows:

- | | |
|---------------------------------------|---------------------------|
| 1. New Year's Day | 6. Veteran's Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Day After Thanksgiving |
| 4. July 4 th | 9. Day before Christmas |
| 5. Labor Day | 10. Christmas Day |

Section 16.2 Under the current eight (8) and (10) hour shift system, the days off shall be as follows:

- (a) *Eight (8) hour shift* – average nine (9) days off per month plus seven (7) additional days off per calendar year;
- (b) *Ten (10) hour shift* – average thirteen (13) days off per month plus nine (9) additional days off per calendar year.

Section 16.3 Whenever new shifts are established by the Employer, the days off per month and per year shall be prorated on the same ratio as those currently established.

Section 16.4 If other organized groups of employees are awarded an additional holiday(s), officers shall also receive said additional holiday or additional day off depending on their assignment.

Section 16.5 Officers assigned to serve as Field Training Officers (FTOs) shall be allowed to carry a maximum of three (3) Special Days Off (SDOs) into the first quarter (January-March) of the next calendar year, if due to the business needs of the Police Department, they will not be allowed the use of the SDO time before December 31st. It is understood that any carry-over SDO time not used within the first quarter of the calendar year will be forever forfeited by the officer. All other existing terms and conditions of the SDO leave time program will remain in full force and effect.

ARTICLE 17

OVERTIME COMPENSATION

Section 17.1 The City agrees to pay time and one-half for all authorized overtime worked in excess of the regularly scheduled working hours. Such payment shall either be in dollars or comp time off. The method of payment shall be selected by mutual agreement between the employee and a divisional supervisor. If a mutual agreement is not reached, the method of payment shall be in dollars.

If comp time is selected, it shall be taken within the fiscal year quarter in which it is earned, or within the next following quarter.

Otherwise, it will be paid at the end of that quarter following the quarter in which it was earned/accrued. Comp time accumulation records shall be kept in each division and shall be accessible to any affected officer during regular office hours.

Section 17.2 The City shall pay each officer time and one-half for all court appearances, other than during regularly scheduled duty time, or in the alternative, shall provide the officer with compensatory time off at the rate of time and one-half for all court appearances, other than during regularly scheduled duty time.

A minimum of two hours for municipal court, state district court or federal district court appearances shall be applied when calculating said court time.

Section 17.3 Effective September 1, 2001, Officers who are subpoenaed to appear in court and are placed on-call outside of their regularly scheduled work hours by the Police Department's Court Liaison shall receive twenty-five (\$25.00) dollars for each case in which the Officer is placed on-call. On-call pay shall not apply to officers who are subpoenaed and placed on-call for court during their regularly scheduled work hours.

ARTICLE 18

EDUCATION INCENTIVE PAY

Section 18.1 Educational incentive pay shall be paid as follows:

- (a) Associate Degree \$ 50.00 Per Month
- (b) Bachelor Degree \$100.00 Per Month
- (c) Advanced Degree \$125.00 Per Month

Section 18.2 All officers covered by this agreement shall receive tuition reimbursement for college level courses according to the following conditions:

- (a) Courses must be taken for credit hours at an accredited college, university, or junior college. Courses not taken for credit (course monitoring, etc.) are not covered.
- (b) The City will reimburse officers 100% of their tuition costs for courses which are satisfactorily completed up to a maximum of \$1,000.00 per semester. Satisfactory completion shall mean a grade of C minus or above or evidence of satisfactory completion in a non-graded course.
- (c) The FOP and Police Department will jointly determine the degrees which will qualify for reimbursement.

ARTICLE 19

RETIREMENT

Section 19.1 The Employer and the FOP agree to follow the provisions of the State of Oklahoma Police Pension and Retirement Systems law.

Section 19.2 Officers choosing to remain with the Department past their 20th year of employment will not lose seniority rights by virtue of participation of the “*deferred option plan*” of the State Pension System.

ARTICLE 20

WAGES

Section 20.1 The parties hereto agree that a determination of appropriate wage limits for members has been derived by a market approach using the average rates of pay as determined from the agreed to survey method and the ability of the City to pay. For FY ~~2005-2006~~ ~~2004-2005~~, the parties have agreed on the pay plan attached as Addendum A-1.

Section 20.2 A representative of the Union and the Management will meet during the term of the contract to agree on a methodology of how total compensation will be defined and incorporated into the salary survey next year.

Section 20.3 The positions which compose the Bargaining Unit shall be:

Police Officers
Sergeant
Lieutenant

Captain
Major
Deputy Chief

Section 20.4 Longevity payment will be as set forth in Addendum B.

Section 20.5 Uniformed officers who are permanently assigned to the second or third shift in the Operations Bureau shall receive shift differential pay of \$0.25 per hour for second shift, and \$0.50 per hour for third shift. The Police Chief retains the exclusive right to re-assign all personnel to any shift as deemed necessary, pursuant to current policy (refer to General Policy, Section 110.40, of the Police Operations Manual).

ARTICLE 21

UNIFORMS

Section 21.1 Each officer is to receive in payment for uniform allowance the following sums:

- (a) \$450.00 payable with the last payroll check in November.
- (b) \$450.00 payable with the last payroll check in May.
- (c) \$35.00 per pay period.

The minimum withholding allowed by law will be withheld for this payment.

Section 21.2 The City shall repair or replace uniforms including leather goods, detective's garments, and watches (not to exceed \$75), damaged or destroyed in the line of duty. Prescription eyeglasses will be replaced at full value. Personal body armor will be replaced by the City only if said armor is damaged or destroyed in the line of duty or through normal wear and tear.

Section 21.3 The Department shall provide a uniform cleaning allowance of \$35.00 per pay period for those officers covered by a Memorandum of Understanding between the parties dated June 27, 1991.

Section 21.4 Staff Sergeant/Master Sergeant Insignias – Officers who have served in the Sergeant classification for five (5) or more continuous years are eligible to purchase and wear, at the Officer's expense, the Staff Sergeant insignia. Specifications for the Staff Sergeant insignia and proper placement on the uniform will be developed and approved by the Police Department Uniform Committee. Officers who are eligible to wear and elect to purchase the Staff Sergeant insignia will not receive any additional compensation and will not have any greater authority than the Sergeant classification.

Officers who have served in the Sergeant classification for ten (10) or more continuous years are eligible to purchase and wear, at the Officer's expense, the Master Sergeant insignia.

Specifications for the Master Sergeant insignia and proper placement on the uniform will be developed and approved by the Police Department Uniform Committee. Officers who are eligible to wear and elect to purchase the Master Sergeant insignia will not receive any additional compensation and will not have any greater authority than the Sergeant classification.

ARTICLE 22

POLICE MERIT BOARD

Section 22.1 The Police Merit Board, as duly constituted, shall function as an advisory board to the Chief of Police on the following matters:

- (a) To hear initial appeals to make recommendations on an employee's disagreement with job performance evaluations submitted by supervisory personnel;
- (b) To hear initial appeals and make recommendations concerning promotional testing procedures and results; provided, however, that the Chief of Police may elect to accept or reject the Merit Board's recommendations without prejudice to the employee's option of seeking review of the Chief of Police's decision through the Grievance Review Board or the contract grievance procedure described in Article 8.

Section 22.2 Composition and Replacement of Member

- (a) The Merit Board shall consist of five members; two (2) of the same rank as the person appearing before the board and one (1) each of the next three (3) higher ranks.
- (b) The Chief of Police shall appoint Merit Board members for each case which is to appear before the Board.

Section 22.3 Conduct of Police Merit Board Business

- (a) Chairperson of the Board shall be the highest ranking officer.
- (b) The Board will meet when called by the Chief to review any of the aforementioned appeals.
- (c) Minutes of each Board meeting shall be given to the Chief following conclusion of the meeting. A copy will be provided to the officer appealing to the Board at the officer's request.
- (d) The Board may collect information it deems necessary to make a determination of an appeal.
- (e) The meetings of the Board shall be conducted in good order without the air of an adversarial proceeding and without resort to strict rules of evidence provided,

however, the appellant will have the right to employee counsel to appear before the Board.

- (f) No member of the Board shall sit in review of a matter over which he has had prior dealings or contact. Substitutes will be allowed where a member of the Board has so declined to sit.

In the event the sitting members are unable to reach majority agreement, the appellant may seek direct resolution of the issues from the Chief of Police with full right of appeal from the decision of the Chief of Police to the Grievance Review Board or the grievance procedure described in Article 8 of this contract.

- (g) As to matters of Board procedures only, not provided for herein, the Board may as its option employ "*Robert's Rules of Order*" as proper guidance.

Section 22.4 An appeal to the Police Merit Board by an employee shall be taken in good faith only as to matters in issue relating to:

1. Job performance evaluations submitted by the employee's immediate supervisor;
 2. Promotional testing procedures and results directly affecting the employee;
 3. The omission of his/her name from any eligibility roster or the relative position of his/her name on any such roster. The Board shall be without jurisdiction to hear and/or decide any other matter or issue; provided, however, the Board shall be jurisdiction to determine if an appeal is properly before it is for consideration.
- (a) No appeal shall be entertained by the Board and no recommendation made if the appellant has failed to make application with the Chief for the Board's review within five (5) days of receipt of the action complained of.
 - (b) Upon receipt of notice from the Chief, the Board shall schedule the matter for review within fifteen (15) days and notify the appellant of the date, time and location of the review.
 - (c) The employee making the appeal shall appear before the Board as scheduled to present pertinent information and witnesses concerning his appeal. The Chairman of the Board shall request appearance by those witnesses desired of appellant and the Chief of Police.

ARTICLE 23

MANPOWER UTILIZATION AND PRODUCTIVITY

Section 23.1 The Employer and the FOP agree to cooperate together to promote productive utilization of manpower and equipment to best secure for the Mayor, the City Council and the citizens of Oklahoma City the maximum productivity for the tax dollars that they invest in police services.

ARTICLE 24

PROMOTIONAL PROGRAM

Section 24.1 The purpose of this procedure is to assure all employees a fair and equitable opportunity for advancement. The parties agree to discuss the promotional program in labor/management committee during FY 04-05.

Section 24.2 The goal of this procedure is to identify the most qualified individual for advancement in a demonstrably measured and organized manner.

Section 24.3 Testing and scoring will be administered under the direction of the Chief of Police and the Director of Oklahoma City's Personnel Department, as provided below. The Chief of Police will out source the development, testing, and scoring of all written examinations and/or assessment centers identified in Sections 24.4, 24.5, 24.6, or 24.7.

Section 24.4 *Sergeant*

- (a) *Eligibility* – Applicants shall achieve the position of sergeant who have been employed as a police officer by this department for a period of four (4) continuous years of service after the completion of new hire or re-hire probation and who have successfully completed the competency testing. An applicant may not be on disciplinary probation or suspension on the date the competency testing is administered.
- (b) *Procedure* – A Certification for Promotion Form must be completed by the applicant and submitted to the Director of Training at least two days prior to the date of the examination. The competency test will be administered twice within a fiscal year. The test will be given on the third Wednesday in October and the third Wednesday in April. The examination will consist of 100 questions which covers materials in the Oklahoma City Policy and Procedure Manual. To meet the competency requirement, a minimum qualifying score of 70% must be achieved.

The qualifying score is defined as the sum of the written test score, the last Performance Evaluation score, and the points awarded for advanced education (1 point for an Associate's Degree, 2 points for a Bachelor's Degree, and 3 points for

an advanced degree). If an officer achieves the minimum qualifying score, as determined by the Director of Training, a memorandum is sent to the Chief of Police recommending the officer's advancement to the position of sergeant.

For purposes of this Article, Sergeant shall not be considered a rank.

Section 24.5 Eligibility for Supervisory Ranks

- (a) *Lieutenant* – Applicants for the rank of Lieutenant are required to have attained the position of Sergeant two (2) continuous years prior to the promotional list going into effect for the fiscal year the Promotional Eligibility List is being established and to have been satisfactorily performing their duties in that position. Applicants must not be on disciplinary probation or disciplinary suspension, on the date upon which the written promotional examination is administered. The examination will be given in the last two weeks of January, of even-numbered years.
- (b) *Captain* – Applicants for the rank of Captain are required to have attained the rank of Lieutenant and to have served in that rank for three (3) continuous years prior to the promotional list going into effect for the fiscal year the Promotional Eligibility List is being established. Applicants must have been satisfactorily performing their duties as a Lieutenant.

They may not be on disciplinary probation or disciplinary suspension on the date upon which the written promotional examination is administered. The examination will be given in the last two weeks of January, of even-numbered years.

- (c) All applicants for the rank of Lieutenant and Captain shall have completed a minimum of one (1) college course in basic police management, criminal justice or business management with at least a letter grade "C". Said course work must be taken at an accredited college or university. The course(s) must be taken within eight (8) years prior to the promotional exam for the fiscal year the Promotional Eligibility is being established. The course(s) shall be selected by representatives of the Police Chief and the FOP. Any course taken pursuant to this section shall be automatically eligible for tuition reimbursement. Individuals hired on or after July 1, 2003, must have 60 college credit hours to test for the rank of Lieutenant and a Bachelor's Degree to test for the rank of Captain. Current employees who have 60 credit hours or an Associates Degree or higher will not be required to complete the management course.

Section 24.6 If an Officer leaves the employment of the Oklahoma City Police Department and is later rehired by the Department, that Officer's prior service with the Department shall not be counted toward the years of service required in Sections 24.4 and 24.5.

Section 24.7 Promotional Process for Supervisory Ranks

The promotional process for the ranks of Lieutenant and Captain shall consist of two (2) phases in which points are awarded based on the achievement of the individual candidates.

The first phase is the Promotional Examination in which a total of 100 points could be achieved. The second phase is the Assessment Center in which a candidate could earn up to 100 total points.

Each applicant's Promotional Examination points and Seniority points will be totaled to determine the thirty (30) highest scoring candidates who will appear before the Lieutenant's Assessment center and the twenty (20) highest scoring candidates who will appear before the Captain's Assessment Center. Seniority points are calculated based upon ½ point for every completed, continuous year of service with the department, beginning with the candidate's last date of hire with the department. A candidate for either Assessment Center will not be allowed to participate in the Assessment Center if, on the date of the beginning of the Assessment Center, that candidate is on disciplinary probation or disciplinary suspension. In the event of a tie for the 30th position on the Lieutenant's test and 20th position on the Captain's test, placement at the 30th position for Lieutenant and 20th position for Captain shall be determined by (1) date of position or rank, (2) date of employment, (3) recruit school class standing. Should any of the candidates for either Assessment Center become ineligible to participate in the Assessment Center, their position will be filled by the next highest scoring candidate, up until two weeks of the scheduled start of an assessment center. Vacancies occurring within two weeks of the scheduled start of an assessment center will not be filled. The points achieved in the Promotional Examination will be combined with the points achieved on the Assessment Center, to obtain the rankings for the final Lieutenant's Eligibility List of thirty (30) and the final Captain's Eligibility List of twenty (20). The promotional examination and seniority points will count 1/3 and the assessment center will count 2/3 toward the final composite score.

Section 24.8 Procedural Steps

- (a) *Promotional Examination* – A Certification for Promotion form must be completed and submitted to the Director of Training. The examination for both Lieutenant and Captain ranks will consist of one hundred (100) objective (multiple choice) job knowledge questions. The sources, from which the questions are derived, will be the OCPD Policies and Procedures Manual, Municipal Ordinances and State Statutes, the FOP and AFSCME contracts, and/or the Oklahoma City Personnel Policies. The time and location of the test sites, will be announced by the Director of Training. The examination will be developed by an entity outside the Police Department who will be selected by the Chief of Police or his or her designee. A control identification number will be assigned to each candidate at the beginning of the examination and retained throughout the promotional process. Any posted scores shall be by the control identification number rather than by individual name. The Director of Training will establish and announce a date within ten working days of the posting of test scores on which individual candidates may review the questions which they missed and the

correct answers to those questions. The review will be conducted one candidate at a time by the Director of Training. A work day will be defined as 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Any appeal of the examination to the Police Merit Board shall be pursuant to Article 22 and must be perfected within five days following the last candidate's review. The initiation of this five-day period will be announced by the Director of Training through Departmental e-mail. The Police Merit Board will make recommendations to the Police Chief. The Police Chief will make the final decision regarding appeals of promotional examinations.

- (b) *Assessment Center* – The Assessment Center will be no less than a three-day process consisting or not more than three exercises for each candidate. The Police Department will conduct assessment training for the Personnel Department of the City of Oklahoma. During the first half of the first day of each Assessment Center, at which time assessor training/orientation takes place, the Chief of Police or his designee and the FOP President or his designee will be included to brief assessors on issues specific to the Oklahoma City jurisdiction.

In addition, the Police Department will furnish to the Personnel Department the scenarios to be used in the assessment process for the ranks of Lieutenant and Captain.

1. *Lieutenant Process*

The Assessment Center will use assessors, of equal rank or above, who are selected from other police departments. The Assessment Center will be conducted exclusively by the Personnel Department. Assessors will not come into contact with members of the Oklahoma City Police Department, prior to or during the process, except in the course of their assessment duties. Any questions that might arise will be resolved by contact between the police department's Director of Training and the Personnel Department.

2. *Captain Process*

The Assessment Center will use assessors, of equal rank or above, who are selected from other police departments. The Assessment Center will be conducted exclusively by the Personnel Department. Assessors will not come into contact with members of the Oklahoma City Police Department, prior to or during the process, except in the course of their assessment duties. Any questions that might arise will be resolved by contact between the police department's Director of Training and the Personnel Department.

The last exercise of the Captain Assessment Center will allow for evaluation of candidates' career achievements. The resumes will be

required to be submitted seven working days prior to the assessment center and will be reviewed for authenticity by Oklahoma City Police Department Director of Training prior to submission to the assessor panel. The term “*working day*” shall be defined as 0800 hour to 1700 hours Monday through Friday, excluding observed holidays.

The Police Department agrees that every consideration will be afforded those applicants for both Lieutenant and Captain Assessment Centers to utilize authorized leave time, excluding sick leave, to help them prepare for the process and be fully rested.

The Personnel Department will be responsible for compiling the total scores (test and assessment center) in rank order and submitting the final promotional lists to the Chief of Police.

In the event of a tie, placement on the list is determined by (1) date of rank, (2) date of employment, (3) recruit school class standing.

Section 24.9 Promotional Eligibility List

The top 30 candidates for Lieutenant and the top 20 candidates for Captain, as determined by the compilation of scores by the Personnel Department, will be placed on the Promotional Eligibility List for two full fiscal years beginning July 1, of even numbered years and ending upon promotion or expiration of the list on June 30 two years after the list becomes effective. Any candidate thus established on the promotional eligibility list who is thereafter placed on disciplinary probation or disciplinary suspension shall not be considered for promotion during the term of his or her suspension or probation. Should the candidate’s disciplinary suspension or disciplinary probation end prior to the end of the fiscal year, he or she shall be considered for promotion from the list in their original position relative to that of other candidates remaining on the list. The candidate’s name shall then remain on the list until the time of his or her promotion, or the expiration of the list.

Section 24.10 Promotional Selection

The Chief of Police will make all promotions. He will use the “*Rule of Three*” i.e. a promotion must be made from among the top three listed candidates, in making promotions from the Captain’s Eligibility List. He will use the “*Rule of One*” i.e. a promotion must be made from the top of the list, in making promotions from the Lieutenant’s Eligibility List. All position vacancies in the ranks of Lieutenant and Captain shall be filled within 30 days of the date the vacancy occurs, unless the list is exhausted before the end of the fiscal year.

Section 24.11 Major and Deputy Chief

No written test or assessment center shall be required before a promotion can be made to the ranks of Major and Deputy Chief. Selections for promotion to Major shall be made from the rank of Captain.

Section 24.12 Other Issues

- (a) Applicants whose names appear on the Promotional Eligibility Lists will be allowed to attend specialized supervisory and/or management training offered by the department to prepare them for promotion to the rank they are seeking.
- (b) The positions of helicopter pilot, K-9 officer, documents examiner, and photographer, for the purposes of pay, will be assigned to the position of Sergeant or above by the Chief of Police.
- (c) Officers previously promoted to Specialist, Senior Police Officer or Detectives are eligible for reassignment to other duties upon request and with the approval of the Chief of Police. Any involuntary reassignment or transfer is grievable.
- (d) The purpose and intent of the Sergeant position is to provide career opportunity for tenured officers of the Oklahoma City Police Department. The intent is not to change current assignments of officers who enter that position. However, the Chief of Police shall have the discretion to assign other duties within the position of Sergeant subject to:
 - 1. Past practice;
 - 2. Voluntary transfer requests.

Section 24.13 Upon promotion to a new rank or position, employees shall be placed in a one year probationary period to allow the employer a sufficient amount of time to measure the efficiency and productivity of the probationary employee.

The probationary employee's immediate supervisor shall complete a performance evaluation on the probationary employee at three month intervals and in accordance with Oklahoma City Police Department procedures. Prior to the completion of the one year probationary period, all performance evaluations shall be reviewed by the Chief of Police to determine if the employee(s) shall retain their rank/position as a permanent status. The Chief retains the right to demote an employee for cause, if the employee(s) are unable to fulfill the duties of the rank/position.

Section 24.14 Investigations Bureau

- (a) When vacancies exist within the functional job title of "*Inspector, Investigator, or Detective*", those officers presently occupying one of those functional job titles will be given first opportunity to transfer into one of those vacancies.
- (b) Any vacancies remaining in the functional job titles "*Inspector, Investigator, or Detective*" following the exercise of the provisions of Subsection A, above, shall be advertised to the entire department. An announcement will be made to the entire Department regarding the vacancies in the functional job title of "*Inspector, Investigator, or Detective*" with a cut off date for those to respond in ten (10) working days, if interested. A "*work day*" shall be defined as 0800 hours to 1700 hours, Monday through Friday, excluding observed holidays.

- (c) Candidates for transfer into the functional job titles of “*Inspector, Investigator, or Detective*” who do not currently occupy one of those functional job titles must have attained the position of Sergeant.

Those individuals desiring to be considered for future vacancies in the functional job titles of “*Inspector, Investigator, or Detective*” shall also take a written exercise developed by the Police Department’s Director of Training which shall be administered on the same dates as the Sergeant’s competency test. Existing Sergeants need participate in the written exercise only. The completed written exercises will be maintained by the Director of Training for later review by the Central Review Committee. Once a written exercise by an individual officer is on file with the Director of Training, the written exercises need not be repeated when applying for future vacancies in the functional job titles of “*Inspector, Investigator, or Detective*”. Any candidate electing to take future written exercise may do so, however, only the most recent written exercise will be forwarded to the Central Review Committee by the Director of Training. The purpose of this written exercise shall be to demonstrate the candidate’s ability to write and construct clear and concise reports.

Those officers who have attained the position of Sergeant *and* have provided the information listed in subsection (d) will constitute the eligibility pool of those who will be allowed to request transfer into the functional job titles of “*Inspector, Investigator, or Detective*”.

- (d) As vacancies are announced, candidates will notify the Chief of Police or designate of their intention to request a transfer to the functional job title of “*Inspector, Investigator, or Detective*” by providing to the Director of Training, the following information packet within ten (10) working days:
1. Recommendations of three supervisors, the officer’s Lieutenant, Captain and Major in most instances;
 2. The officer’s last performance evaluation;
 3. Activity records for the previous twelve (12) months or a facsimile of such depending on the officer’s current assignment;
 4. Leave records for the previous twelve (12) months.
 5. A copy of two (2) arrest reports completed by the officer within the last twelve months that he/she considered to be his/her best reports.

Candidates must update the above information each time they wish to be considered for an announced vacancy. The Director of Training or his designee will delete all names and other identifiers from the packet documents, then shall assign a control number in lieu of names to each packet. The date of hire of the candidate shall be recorded on the packet. A control number list shall be maintained by the Director of Training. The packets will then be delivered to the Chief of Police or designee.

- (e) The Central Review Committee will be selected by the Chief of Police, or his designee, and be composed of three (3) Investigators, one (1) Lieutenant, and one (1) Captain which will be currently assigned to the Investigations Bureau. The Committee will be convened to review all candidate information packets submitted in response to the posted vacancy announcement. The Committee will recommend the names of candidates for consideration which will double the number of vacancies posted. The Committee will forward their recommendations to the Office of the Chief of Police or designate for review and consideration.
- (f) The Chief of Police or designate will review the information packets, the recommendations from the Committee, the control number and name list provided by the Director of Training, and will make the final selection of candidates to fill the vacant positions in the functional job titles of “*Inspector, Investigator, or Detective*”.

ARTICLE 25

SAVINGS CLAUSE

In the event any Article, Section or portion of this agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically held invalid in the court’s decision; and upon issuance of such a decision, the employer and the FOP agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 26

RIGHT TO LEGAL REPRESENTATION

All police officers who are sued for violation of constitutional rights while acting in the capacity of a police officer in which they are individually named as Defendants and punitive damages are sought shall have the right to representation by outside counsel. The officer shall be represented by private counsel who is approved by FOP Lodge 123 and the City Council as having expertise in the defense of police officers in civil rights actions.

The City agrees to pay the reasonable fees and costs for said services as set forth in the contract between the City and outside counsel and pursuant to 11 O.S § 23-101.

ARTICLE 27

EARNED LEAVE BUY-BACK

Section 27.1 During fiscal year ~~2005-2006~~ ~~2004-2005~~ only, the employer will buy-back up to forty (40) hours of earned vacation leave or sick leave from bargaining unit employees, at their regular straight-time hourly rate of pay. The buy-back program shall occur semi-annually in the

months of November and May. Employees will be allowed to sell back sick leave, vacation leave, or any combination of their vacation leave or sick leave for a maximum buy-back of twenty (20) hours per buy-back period. Under no circumstances will employees be allowed to sell back more than a total of twenty (20) hours of earned leave during any one buy-back period. Employees wishing to participate in the buy-back program must give written notice of their intent to participate on a form provided by the employer, and the number and type of earned leave hours the employee wishes to sell back. The notice must be given to the Police Department's Personnel Office prior to October 1st for the first buy-back period and prior to April 1st for the second buy-back period. Payment will be made in the first pay period in November, ~~2005~~ 2004 and May, ~~2006~~ 2005. The minimum withholding allowed by law will be withheld for this payment.

The earned leave buy-back program shall automatically expire on June 30 ~~2006~~ 2005, unless both parties mutually agree to its continuation. Employees who elect to participate in the Earned Leave Buy-Back Program are not eligible to participate in the Sick Leave Conversion Program.

Section 27.2 Plan B participants may sell back up to 100 hours of sick leave per fiscal year at their regular straight-time hourly rate of pay during their first four (4) years of participation in Plan B, and up to 200 hours of sick leave at their regular straight-time hourly rate of pay during their fifth (5th) year. Plan B participants who retire prior to the fifth (5th) year shall only be allowed to sell back a maximum of 100 sick leave hours for the fiscal year in which they retire.

Plan B participants are not eligible to participate in the Earned Leave Buy-Back or Sick Leave Conversion Programs.

ARTICLE 28

TRADE DAYS

Section 28.1: During fiscal year 2004-2005 only, the employer agrees to initiate a pilot program for the purpose of affording bargaining unit members the opportunity to trade days with other bargaining unit members, subject to the following conditions:

- (a) Only officers assigned to the Operations Bureau are eligible to participate in the trade days program; and
- (b) Officers desiring to trade days must be assigned to the same division and the same shift; and
- (c) Trade days must be traded within a 28-day work cycle; and
- (d) An officer is allowed to avail himself/herself of a shift exchange opportunity two (2) times per 28-day work cycle; and
- (e) All time exchanged in the trade days program shall be recorded as hours worked by the officer originally assigned to work that shift in accordance with the Fair Labor Standards Act (FLSA).

Section 28.2: Since the time needs to be tracked by the Division Time Keeper, the level of authority to approve the shift exchange shall be at a Captain's level at least. However, the Chief

of Police retains the right to determine the level of authority at which trade days shall be approved.

IN WITNESS WHEREOF, the parties hereto have set their

hands this _____ day of _____, 2005.

THE CITY OF OKLAHOMA CITY

BY: _____
MAYOR

ATTEST:

CITY CLERK

FRATERNAL ORDER OF POLICE
LODGE 123

BY: _____
PRESIDENT

REVIEWED for form and legality this _____ day of _____, 2005.

ASSISTANT MUNICIPAL COUNSELOR

ADDENDUM A

An employee is eligible for Step B pay of Police Officer Recruit after completing the Recruit Academy.

It is understood and agreed that advancement between steps in each classification should be based on acceptable performance, improved job skills, and length of service within the classification. Advancement to the next step shall occur upon completion of said officer's annual performance evaluation (anniversary date).

The performance of employees shall be evaluated at least annually and performance evaluation forms submitted to the Personnel Department for inclusion in the personnel history folder. Employees in the classifications of Major and Deputy Chief may receive pay increases upon approval of the department head's recommendation and completed performance evaluation which substantiates levels of performance sufficient to merit the increase. Pay increases for all other classifications shall be automatic unless the member is under disciplinary probation.

ADDENDUM A-1

PAY MATRIX

TITLE	RNG		A	B	C	D	E	F	G	H	I	J	K	L
Recruit	116	H	16.63	18.86										
		M	2893.62	3281.64										
		Y	34723.44	39379.68										
Officer	128	H	20.31	20.77	21.23	21.71	22.21	22.70	23.22					
		M	3533.94	3613.98	3694.02	3777.54	3864.54	3949.80	4040.28					
		Y	42407.28	43367.76	44328.24	45330.48	46374.48	47397.60	48483.36					
Sergeant	155	H	22.87	23.38	23.91	24.44	24.99	25.56	26.13	26.72	27.32	27.93	28.55	29.19
		M	3979.38	4068.12	4160.34	4252.56	4348.26	4447.44	4546.62	4649.28	4753.68	4859.82	4967.70	5079.06
		Y	47752.56	48817.44	49924.08	51030.72	52179.12	53369.28	54559.44	55791.36	57044.16	58317.84	59612.40	60948.72
Lieutenant	176	H	29.85	30.52	31.22	31.92								
		M	5193.90	5310.48	5432.28	5554.08								
		Y	62326.80	63725.76	65187.36	66648.96								
Captain	187	H	32.63	33.37	34.13	34.89	35.67	36.48						
		M	5677.62	5806.38	5938.62	6070.86	6206.58	6347.52						
		Y	68131.44	69676.56	71263.44	72850.32	74478.96	76170.24						
Major	198	H	37.30	38.14	39.00	39.87	40.77	41.69	42.62	43.59				
		M	6490.20	6636.36	6786.00	6937.38	7093.98	7254.06	7415.88	7584.66				
		Y	77882.40	79636.32	81432.00	83248.56	85127.76	87048.72	88990.56	91015.92				
Deputy Chief	200	H	44.56	45.57	46.59	47.64	48.71	49.81	50.94					
		M	7753.44	7929.18	8106.66	8289.36	8475.54	8666.94	8863.56					
		Y	93041.28	95150.16	97279.92	99472.32	101706.48	104003.28	106362.72					

Effective July 1, 2005 – (5% pay plan increase)

ADDENDUM B**LONGEVITY SCHEDULE**

Years of Service	Hourly Longevity Pay	Monthly Longevity Pay	Annual Longevity Pay
3	0.40	69.17	829.98
4	0.53	92.22	1106.64
5	0.66	115.28	1383.30
6	0.80	138.33	1659.96
7	0.93	161.39	1936.62
8	1.06	184.44	2213.28
9	1.19	207.50	2489.94
10	1.33	230.55	2766.60
11	1.46	253.61	3043.26
12	1.59	276.66	3319.92
13	1.72	299.72	3596.58
14	1.86	322.77	3873.24
15	1.99	345.83	4149.90
16	2.12	368.88	4426.56
17	2.25	391.94	4703.22
18	2.39	414.99	4979.88
19	2.52	438.05	5256.54
20	2.65	461.10	5533.20

An officer rehired by the Oklahoma City Police Department may combine all years of service for purposes of longevity calculation. Longevity does not go into effect until the beginning of the fourth year and the maximum that can be received is twenty (20) percent. Longevity is calculated by taking one (1) percent of the beginning pay rate for police officer recruit times the years of service. Employees previously assigned as Rangers prior to 7/1/89 shall enter this longevity plan with credit for all years of service as a Ranger.

For Fiscal Year 2005-2006 ~~2004-2005~~ the longevity rates will not increase.

Effective: July 1, 2005 ~~2004~~

ADDENDUM C

INSURANCE

Management representatives for the City of Oklahoma City and the Fraternal Order of Police, Lodge 123, have reached tentative agreement on the following insurance issues for fiscal year 2005-2006 ~~2004-2005~~:

A. The City of Oklahoma City will continue to offer group health insurance through comprehensive health care (medical indemnity plan) as amended and Health Maintenance Organization provider (HMO plan) for fiscal year 2005-2006 ~~2004-2005~~.

B. HMO PLAN

1. (a) Effective January 1, 2006 ~~2005~~, employees enrolled in the HMO plans shall make a monthly contribution toward the cost of providing the HMO, at the rate of 15% ~~12.5%~~ of the actual premium charged by the HMO for plan year 2006 ~~2005~~. The monthly contribution shall be divided equally and withheld during the first two pay periods of each month for the following tiers:

- Employee Only
- Employee plus spouse
- Employee plus child
- Employee plus children
- Employee plus spouse, plus children

- (b) The parties adopt the level of benefits for the Community Care HMO at Alternate Plan 3, as described in the letter of May 7, 2002 to the City. The parties adopt the level of benefits for the Pacificare of Oklahoma LG \$10/100% (Alternate Plan 2) as described in Pacificare's quoted benefits to the City of April 17, 2002. The parties agree that the percentage of employee contributions toward health care will be 12.5% of actual HMO premiums, as set forth in B.2.(a), through December 31, 2006 ~~2005~~. Should any legal restriction upon the term of this agreement make this addendum voidable, the parties can reaffirm their intent in a subsequent agreement.

2. The parties will continue to evaluate proposals with the intent of maintaining or improving benefit levels, through the HMO Selection Committee and the Joint Insurance Committee. Any changes made in benefit levels must be mutually agreed upon by the Fraternal Order of Police and The City.

C. INDEMNITY PLAN

1. Effective January 1, ~~2006~~ ~~2005~~, the City will provide the following medical indemnity plan benefit level through December 31, ~~2006~~ ~~2005~~, subject to additional changes approved in this Addendum and changes under Section C. The following changes to the medical indemnity plan have been approved:

(a) Employee Contributions

Effective January 1, ~~2006~~ ~~2005~~, Employees enrolled in the Comprehensive Healthcare Plan (Medical Indemnity Plan) shall contribute a rate equivalent to ~~20%~~ ~~17.5%~~ of the projected premium equivalent rates as calculated for the period ending November 30, 2003 (as reflected in the Wakely report dated December 19, 2003, for plan year ~~2006~~ ~~2005~~ only. Premium equivalent rates for future years shall be established by the August immediately preceding the next plan year. Employees shall be notified of the projected premium equivalent rates and the required premium contribution prior to the annual open-enrollment period. The monthly contribution for plan year ~~2006~~ ~~2005~~ shall be based on the following tiers and shall be divided equally and withheld during the first two pay periods of each month as follows.

Employee Only:	\$ 94.80 76.47
Employee plus spouse:	\$179.32 145.09
Employee plus child:	\$132.84 107.35
Employee plus children:	\$170.86 138.23
Employee plus spouse, plus children:	\$242.70 196.56

(b) Deductibles

Individual deductibles will be \$300 for non-network and \$200 for network providers. Family Deductible will be \$900 for non-network and \$400 for network providers.

(c) Co-Payments

Network Office Visit Co-payments will be \$5, which applies to the deductible, but not to coinsurance.

(d) Co-Insurance

Individual out-of-pocket maximum will be \$1000 in network plus deductible and \$3000 family out of network plus deductible.

- (e) Mental Health – Substance Abuse
Maximum lifetime benefit of \$30,000.
- (f) Outpatient Mental and Nervous
\$35 co-pay per visit, which does not apply to deductible or co-insurance.
- (g) Outpatient Hospital Services
Same as in-patient services, coverage at 90% in network, with prior authorization.
- (h) Outpatient Surgery Services
Same as in-patient services, coverage at 90% in network, with prior authorization.
- (i) Spinal Manipulation
Maximum of 30 annual visits.
- (j) Preventative Care Allowable Maximums
Physicians Office Visits, \$200 - individual, \$500 - family annually. Well baby care at 100% of recommended schedule.
- (k) Filing Requirements
Claims must be filed within 12 months of date of service.
- (l) No-Claims Bonus
The bonus for no claims filed against the Plan by the participating employee has been eliminated.
- (m) Breast Implants
The City's medical indemnity plan will be amended to reflect that the removal of breast implants will be a covered medical expense if medically necessary and, will be covered consistent with other medical coinsurance benefit coverage.

(n) Services Provided by a Christian Science Practitioner

The City's medical indemnity plan will be amended to reflect that the plan covers services provided by a Christian Science Practitioner, if he or she is deemed by state law to be the same as a legally qualified physician and is acting within the lawful scope of this license, subject to all plan provisions including deductible and coinsurance.

(o) Coordination of Benefits -- Benefit Credits

The City's medical indemnity plan will be amended to eliminate the practice of calculating a benefit "*credit*," for use at a later date within the plan year, when applying coordination of benefits provisions of the plan.

(p) Hospice

The City's health indemnity plan will be amended to define a Hospice Facility as a public or private organization licensed and operated according to the law, primarily engaged in providing palliative support, and other related care for a covered person diagnosed as terminally ill with a medical prognosis that life expectancy is six months or less. The Hospice must have an interdisciplinary medical team consisting of at least one physician, one registered nurse, one social worker, one volunteer and a volunteer program. A Hospice is not a facility or part thereof which is primarily a place for rest, custodial care of the aged, drug addicts, or alcoholics, or a hotel or similar institution.

(q) Co-payment Percentages

The City's medical indemnity plan will be amended for the purpose of changing the co-payment percentages on services provided by non-PPO providers as follows:

The medical indemnity plan does not pay 30% of certain covered medical expenses of an individual when treatment, supplies or services are provided by a non-preferred provider (non-PPO) and a preferred provider (PPO) is available within the area. (Benefits are payable at 70% of those expenses from a non-PPO provider when a PPO provider is available in the area). The co-payment amount will remain at 20% of certain covered medical expenses of an individual when a PPO provider is not available within the area. (Benefits will remain payable at 80% for those expenses). The co-payment amount will remain at 10% for certain covered medical expenses of an individual that are provided by a PPO provider (Benefits remain payable at 90% for those expenses). When the 30%, 20% or 10% reaches the co-payment limit in a calendar year, this plan will pay a

benefit equal to 100% of such reasonable and customary expenses incurred in the rest of that year.

(r) Eligible Dependents

The City's medical indemnity plan document will be amended to redefine an eligible dependent as follows: An eligible dependent will mean a spouse; a common law spouse as defined by Oklahoma law; unmarried children through the age of 19; unmarried children through the age of 23, if the child is a full-time student in an accredited university, college, trade or vocational school and who qualifies as a dependent under the Internal Revenue Code; unmarried children who are physically or mentally incapable of self-support on the date coverage would otherwise end. The word "*Children*" will include stepchildren, adopted children, and children for whom the employee is the legal guardian and qualify as a dependent under the Internal Revenue Code.

2. The parties will continue to evaluate proposals to maintain or improve current benefit levels, through the Joint Insurance Committee.

D. PRESCRIPTION DRUG PLAN

The prescription drug program, negotiated during fiscal year 1995-96, will be continued through fiscal year 2005-2006 ~~2004-2005~~. Employee's participating in the Prescription Drug Plan will pay the following co-pays during plan year 2006 ~~2005~~, effective January 1, 2006 ~~2005~~:

1.	Retail Generic Drug Co-pay	\$10.00 8.00
2.	Retail Brand Name Single Source Drug Co-pay	\$18.00 14.00
3.	Retail Brand Name Multi-Source Drug Co-pay	\$22.00 17.00
4.	Mail Order Generic Drug Co-pay	\$20.00 16.00
5.	Mail Order Brand Name Drug Co-pay	\$36.00 30.00

E. SECTION 125 CAFETERIA PLAN

For fiscal year 2005-2006 ~~2004-2005~~, the parties agree to continue participation in the cafeteria plan, authorized under Section 125 of the Internal Revenue Code, on the same terms now in effect.

ADDENDUM D**LABOR MANAGEMENT COMMITTEES****CITY OF OKLAHOMA CITY AND FRATERNAL ORDER OF POLICE, LODGE 123**

1. Joint Labor-Management Committee will be formed during FY 2005-2006 ~~2004-2005~~ to address the following issues:
 - a) Investigations Bureau issues, including on-call compensation for Detectives, subpoenaed on-call time, etc.;
 - b) Evaluation of a total compensation formula prior to conducting the annual salary survey for the FY 2005-2006 ~~2004-2005~~ wage adjustment consideration. Such formula will be used to calculate the survey results;
 - c) FOP's Post-employment Health Insurance Plan;
 - d) Substance Abuse Policy, including random drug testing;
 - e) Promotions,
 - f) Health Savings Plan

One or more Labor-Management Committee(s) will be formed to address all the above issues. The Committee will consist of no more than three (3) members from Labor and no more than three (3) members from Management. Article 5, Section 5.4 will control F.O.P. committee member time off for committee work, provided time off is necessary.

2. The Labor-Management Committee will meet no later than September 1, 2005 ~~2004~~ and submit any recommendations by January 1, 2006 ~~2005~~.

ADDENDUM E

POLICE OFFICER BILL OF RIGHTS

Section 1: The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against Police Officers received from any person.

Section 2: Whenever a member of this bargaining unit is under administrative investigation for allegations of misconduct and is subject to an interrogation or interview or a request for a written statement as part of an internal investigation by members of the police department, City attorney's office, or City Manager's office, for any reasons which could lead to the officer being disciplined in any manner, such interview or interrogation shall be conducted under the following conditions:

- A. If known, the officer shall be informed of the name of all complainants. Upon request, the officer under investigation shall be given a copy of a complaint or a statement of the factual allegations upon which the complaint is based if there is no written complaint.
- B. The Officer's Bill of Rights shall not apply to routine questioning or inquiries of officers by a supervisor during the normal course of duty unless the involved officer or supervisor determine that disciplinary action may occur as a result of the officer's activities. Preliminary discussions with supervisory personnel within the Police Department not involved in the investigation shall be limited to giving notice to the officer of the complaint received. Preliminary discussions shall not include questioning or require oral or written documentation about the complaint.
- C. The officer under investigation shall be informed of the rank, name, and command of the officer or official in charge of the investigation, the name of the interviewing official and all persons present during the interrogation or interview. All questions directed to the officer during the interview shall be asked by and through one and only one person at any time and the employee shall be given an opportunity to respond.
- D. The officer under investigation shall be informed the nature of the investigation is administrative prior to any interrogation.

The involved employee will be afforded his/her constitutional rights in an administrative investigation, in accordance with the "Garrity Decision". The employee will also have the right to consult with a representative of his choosing and have the representative present during any questioning or interviews. The representative is present to assist the employee, and may attempt to clarify the facts or suggest other employees who may have knowledge of them. The interviewer, however, is free to insist that he is only interested, at that time, in hearing the employee's own account of the matter under investigation.

- E. All interviewing shall be specifically, directly and narrowly related to the officer's actions which formed the basis for the investigation.
- F. Interviewing sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably required.
- G. The officer being interviewed shall not be subjected to any questioning intended to confuse or entrap the officer into providing conflicting responses or to offensive language or threatened with transfer, dismissal, or disciplinary action. An officer can be informed a failure to answer questions may result in disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
- H. The interviewing of the officer under investigation may be taped and/or recorded in written form at the discretion of the investigating officials. Officers under investigation may record the proceedings with the officer's own equipment at the officer's own expense. Records and tapes compiled by the City shall be retained by the city, and may be used at the discretion of the City in administrative hearings or for other administrative purposes.
 - 1. The FOP can request the employer make a presentation of the sustained allegations of an administrative investigation to the FOP Executive Board at step 4 of the grievance procedure, on behalf of an officer who has been disciplined in the form of a class III reprimand, demotion, loss of pay or termination, and has filed a grievance with the FOP under section 8.6, step 2, of the grievance procedure. Should the Executive Board need further information beyond the presentation, the FOP president (or designee) and the FOP attorney can meet with the employer and review the documentation of the investigation. The parties acknowledge the need for confidentiality of a personnel hearing at this stage of the grievance procedure. Only two FOP representatives shall be allowed to review an investigation for any single case. Should the grievance proceed to arbitration, the parties agree to continue their practice of exchanging information under an agreed protective order.

Section 3: An officer under administrative investigation shall receive written notification from the Chief of Police or his designee as to the status of the investigation and why it is still continuing if the investigation has not been completed within 90 days. An officer under investigation shall receive written notice from the Chief of Police or his designee as to the outcome of any investigation.

Section 4: No officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to the officer's employment, or threatened with any such treatment, by reason of an officer's exercise of rights granted by this Article.

Section 5: Prior to discipline that may include a Class III reprimand, demotion, loss of pay, or termination there shall be a pre-determination hearing. The officer shall be entitled to certain rights, including:

1. Written notice of the charges against him at least 10 days prior to the pre-determination hearing;
2. An explanation of the employer's evidence;
3. An opportunity to present his side of the story;
4. A choice of three due process options
 - a. A Departmental Review Board as outlined in Procedure 160.10.
 - b. A hearing chaired by the Chief's designee, or
 - c. Upon admission of guilt to all allegations, may appear before the Chief.
5. The right to a representative appointed by the FOP to assist him in the pre-determination hearing.
6. The right to call witnesses on his behalf and the right to personally respond to the allegations and evidence in the pre-determination hearing.
7. The right to examine any witnesses presented during the pre-determination hearing.
8. If an employee needs to continue the hearing in order to provide additional evidence, a reasonable opportunity shall be provided.