

COLLECTIVE
BARGAINING
AGREEMENT



CITY OF SAND SPRINGS

AND

FOP LODGE #109

AMENDED FY 17 & 18

City of Sand Springs, Oklahoma and Fraternal Order of Police Lodge #109

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Preamble

This agreement is entered into by and between the City of Sand Springs, Oklahoma, hereinafter referred to as "City", and members of the bargaining unit of the Sand Springs Lodge Number 109 of the Fraternal Order of Police, hereinafter referred to as "Lodge".

Purpose and Intent

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for mutual interest to the City of Sand Springs in its capacity as employer, the employees, the Fraternal Order of Police, and the people of the City of Sand Springs.

Section 2. The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing proper and efficient services to the community.

Article 1
Definitions

Section 1. The definitions contained in 11 O.S.A. Section 51-102 ET. Seq. are hereby adopted for the purposes of this Agreement unless otherwise defined herein or the context in which it is used clearly indicates a different interpretation.

- a) *Bargaining Unit* shall mean all sworn full-time Police Officers of the Sand Springs Police Department except:
1. The Chief of Police and the Deputy Chief of Police.
 2. Civilian or non-sworn Employees of the department.

- b) *Grievance* shall mean a difference of opinion or dispute regarding the meaning, interpretation or application of the employment agreement, the policy manual as it pertains to personnel practices or working conditions, rules and regulations governing personnel practices or working conditions and Workplace issues that do not amount to misconduct under the Personnel Complaints Policy, such as fraud, waste, abuse of authority, gross mismanagement or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety or well-being of members

Specifically outside the category of grievances are complaints related to alleged acts of sexual, racial, ethnic or other forms of unlawful harassment, as well as complaints related to allegations of discrimination on the basis of sex, race, religion, ethnic background and other lawfully protected status or activity that are subject to the complaint options set forth in the Discriminatory Harassment Policy. Also outside the category of grievances are personnel complaints regarding any allegation of misconduct or improper job performance against any department employee that, if true, would constitute a violation of department policy or federal, state or local law, as set forth in the Personnel Complaints Policy.

- c) *Hourly Pay* for an Officer shall be determined by dividing 2,080 hours into the Officer's regular annual salary; not to include holidays and overtime.
- d) *Management* shall mean the City Manager or the City Manager's designated representative.
- e) *Officer* or *Employee* shall mean any full-time commissioned Police Officer employed within the City of Sand Springs Police Department.
- f) *Service* shall mean that period of time for which an Officer has been a regular employee of the City as an Officer. In computing service, only the period of time immediately preceding the date for which computation is being made, and in which the Officer has been a continuous employee of the City, without break in service, shall be included. Authorized leaves of absence shall not be considered breaks in service, but shall not be computed as service time.
- g) *Immediate Family* is defined as the Employee's spouse, children, mother, father, brother, sister, grandparent, father-in-law, mother-in-law, grandchildren or a relative living in the home of the employee.
- h) *Probationary Employee* shall mean any officer who has not completed their probation period or who has had their probation period extended.
- i) *Probation Period* shall consist of the following:
1. 12 months from the date of initial hire if that person was already certified or achieves their certification from the CLEET Collegiate Officers Program.

2. 12 months from the date of graduation from the police academy if employed by the City of Sand Springs while attending the academy.
- j) *Sick Leave* shall mean leave from work with normal pay when an Officer is prevented from performing and carrying out the duties of the Officer's position or other duties, which the Officer's supervisor may direct, because of illness or injury of the Officer.
- k) *Sealing Destruction* shall mean the segregation of material into a sealed envelope. This material will be considered to be destroyed for all purposes related to the employee's employment. It shall not be used in any other manner unless required by an order of a court of record or other legal requirement. It may be used by the city to defend the city in employment or civil actions.
- l) *Employees* referred to herein shall refer only to sworn police officers.
- m) *Seniority* shall mean the continuous length of employment with the Sand Springs Police Department within each of the ranks.

Article 2

Management Rights and Responsibilities

Section 1. The Fraternal Order of Police recognizes the prerogative of the Management to operate and manage its affairs in all respects in accordance with its responsibilities, as defined in State Statutes and City Charter, and with such conditions affecting the public welfare as they may arise, and all authority shall be retained wholly by the Management.

Management Officials, City Manager and Chief of Police of the City retain the rights in accordance with all applicable laws and regulations including, but not limited to, the following:

- a) To manage and direct the Employees of the Police Department;
- b) To hire, promote, transfer, assign, retain and schedule hours and places of work of Employees in positions with the Police Department;
- c) To suspend, demote, discharge or take other appropriate disciplinary action against members of the Police Department for just cause in accordance with appropriate procedures as set out in Article 9 hereof or, in alternative thereto, the Personnel Policy and Procedures for employees of the City of Sand Springs. For purposes of this agreement, the parties stipulate and agree that in addition to what may otherwise constitute just cause, just cause shall exist for immediate suspension with or without pay, at the discretion of the Chief, of any Police Officer who has criminal charges filed against them for any felony or for any misdemeanor charge of assault and battery related to a claim of excessive use of force directed at a suspect or prisoner who is in the custody of the officer. Further upon a finding at a preliminary hearing that the Officer shall be bound over for trial, or upon a waiver of preliminary hearing without an immediate dismissal of the charges, just cause shall exist for termination. Upon acquittal or dismissal of charges, the Officer may be eligible for re-employment with the City with back pay and applicable benefits, at the discretion of the Police Chief;
- d) To relieve Employees from duty for reduction of force caused by lack of work, funds or other legitimate reasons. However, the Employee with the least amount of years of service with the Police Department as a sworn Officer thereof shall be laid off first, subject to a thirty (30) day written notice to the Lodge and the opportunity for incumbent Employees to exercise their pension option. No new Employee shall be hired until the Employee(s) laid off and the Lodge

have been notified by certified mail. The Employee(s) shall then have fourteen (14) days subsequent to the mailing of said notification in which to notify City personnel of the Employee's intention to return to work.

- e) To maintain the efficiency of the operation of the Police Department;
- f) To determine the methods, means, procedures, and personnel by which the Police operations are to be conducted;
- g) The right of establishing the organization and structure of the Police Department; however, no Officer covered by this Agreement and presently employed by the City, shall be reduced in salary as a result of such re-organization or restructuring;
- h) To establish and enforce rules and regulations of the Police Department.

Section 2. Management has the sole authority to determine the purpose, mission, duties, and responsibilities of the City, including the total amount of the budget and its allocation to different functions and to establish priorities.

Section 3. It is understood by both parties that since every duty connected with operations, job descriptions, etc., may not always be described, Employees - at the discretion of the City - may be required to perform duties not specifically defined in their job description, but which may reasonably be considered to be incidental to the performance of their duties just as though they were actually written out in the job description sheet.

Article 3 **Recognition**

Section 1. The Lodge asserts and has furnished documented proof that it represents the majority of the Officers and based upon such assertions and proof, the City hereby recognizes the Lodge as the exclusive collective bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and all other negotiable conditions of employment. In the event of a dispute arising as to the bargaining agent of the Officers, the City will not recognize any other bargaining agent until an election has been conducted and it has been determined who the majority of the Officers desire to represent them.

Section 2. To ensure compliance with relevant state law and with the intent and purpose of the City of Sand Springs Charter, Code of Ordinances and personnel rules, probationary Employees who have become full time Employees, but who have not completed the one year employment probationary period, shall be covered by this agreement only to the extent required by state law. Full time Employees who have not completed the employment probationary period shall not be provided any grievance rights pertaining to any form of discipline, up to and including dismissal.

Article 4 **Severability**

Section 1. If any provisions of the Agreement, or the application of such provisions should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

Article 5
Non-Discrimination

Section 1. The Management and the Lodge agree not to discriminate against any Employee for - or because of – the Employee’s activity in behalf of, or the Employee’s membership in, or the Employee’s lack of membership in, the Fraternal Order of Police. The Management and the Fraternal Order of Police agree that there shall be no discrimination against any Employee covered by this contract in a manner which would violate any applicable laws because of race, creed, sex, religion, national origin, qualified disability or status of Fraternal Order of Police membership or non-membership.

Section 2. All Employees may be subject to a physical and or mental examination(s) to determine the fitness of the individual for continued employment. In the event that an Employee is required by Management to take a physical examination, the Management shall be responsible for the cost of such examination.

Article 6
Management and Lodge Security

Section 1. Officers shall have the right to engage in lawful concerted activities for the purpose of collective bargaining providing that the Fraternal Order of Police agrees that it or any of its members shall not encourage, cause, participate in, or support any strike, work slowdown, work stoppage, or other interruption of - or interference with – the normal functions of the Police Department or the City.

Article 7
Police Officer Bill of Rights

Section 1. The Chief of Police will establish and put into operation a system for the receipt, investigation, and determination of all complaints against Police Officers received by the Chief of Police from any person, as provided for in Article IX Disciplinary Procedures.

Section 2. Whenever a Police Officer is under investigation and is subject to interrogation by members of the Officer’s agency, for any reason which could lead to disciplinary action, demotion, or dismissal, the Police Officer will be informed in writing of the investigation being conducted. As follows:

- A.** The employee will be presented with a NOTICE OF INVESTIGATION FORM upon the first instance of being subjected to interrogation or formal request for information in regard to a complaint. This notice shall include the name of the officer in charge of the administrative investigation, the nature of the complaint against the officer, the name of the complainant. If the complainant is management, the notice will indicate management. The notice shall indicate the date of the alleged infraction. This form shall also contain wording of the officer Bill of Rights as outlined in this agreement. One copy of this form shall be provided to the officer, and another shall be signed by the officer as evidence of compliance with this article as well as understanding of the officer’s rights under this section.
- B. INTERROGATION:** When a Police Officer is under investigation by the Sand Springs Police Department for a complaint received, and is to be interrogated, such interrogating will be conducted as follows:

1. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, will not be considered as interrogation as used herein.
 2. The officer being interrogated will be presented with a notice of investigation prior to questioning. This may have been previously provided as listed above in Section 2a. All questions directed to the Employee under interrogation will be asked by and through one interrogator at any one time, and all interviewing shall be limited in scope to activities, circumstances or events which pertain to the Officer's conduct or act(s) which form the basis for the investigation.
 3. The Officer shall be allowed the right to consult a Lodge representative or any attorney prior to the interview and shall have the right to a representative or attorney of the Officer's choice who may be present at all times during such interview or interrogation.
 - a) Interviewing sessions shall be for reasonable periods of time and will be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - b) In accordance with the "Garrity Rule", if the activities, circumstances or events which pertain to the Officer's conduct or act(s) which form the basis for the investigation could possibly result in criminal charges, the Officer may refuse to answer questions or cooperate with the criminal investigation. Such refusal shall not be subject to disciplinary action.
- C. The Police Officer under interrogation will not be subjected to obscene language or threatened with disciplinary action, and no promise or reward shall be made as inducement to obtain testimony or evidence.
- D. Interrogation of the Police Officer under investigation may be taped by either the officer or management. Notice by the party recording shall be required to be given to all parties present. An Officer under investigation may record the proceedings with the Officer's own equipment and at the Officer's own expense, and where the investigation results in discipline against the Officer, the Officer may request to be furnished with a copy of all reports, tapes, transcripts and other recordings of the proceedings which contain all known material facts, opinion, or recommendations related to the investigation, at the Officer's expense.
- E. A Police Officer under investigation will receive a written notification from the Chief of Police as to the determination of the investigation. Should a Police Officer be disciplined arising from an investigation, he will be notified in writing as to the action being taken and the reasons therefore.

Section 3. Personal Rights:

- A. Disclosure of Finances - No Officer shall be required to disclose the Officer's own or any member of the Officer's family or household's income, assets, debts, expenditures, or other financial information - unless such information is pertinent to the investigation of a complaint, a conflict of interest investigation, or otherwise required by State or Federal Law.
- B. No Contributions Required - No Officer shall be required to donate or contribute to any type of political or charitable campaign.
- C. Conduct Off Duty - An Officer shall have the same rights and responsibilities to conduct the Officer's private, personal, or social life as other City Employees - provided that such conduct does not jeopardize, degrade, or interfere with the interest or function of the City or the Police Department.

Section 4. No Police Officer will be disciplined, or be threatened with any such discipline, by the reason of the Officer's exercise of the rights granted by this Article.

Section 5. All Police Officer's shall have the right to view, listen to or obtain a copy of any video or audio recording produced by equipment worn or used by that officer on or off duty before making a statement or being interrogated in regard to a complaint or investigation. They may not have the right to view other recordings not made by the officer under investigation. The discretion to allow this will be that of the Chief of Police or his designee.

The parties acknowledge there may be instances in which an individual employee may have a basis to allege that the document or video should not be "immediately" released. In order to fully protect the interest of the employee in those instances, to protect the interest of the public set forth in the Open Records Act, and to allow the City to have a clear direction of how to proceed, the City retains the management right to determine whether a record is subject to public disclosure, and any objection to disclosure should be made as soon as possible and may require legal action by the employee to delay or preclude disclosure. The City acknowledges and will uphold the confidentiality of employment records as allowed by the Open Records Act.

Article 8

Grievance Procedure

Section 1. Grievances, safety grievances or disputes which may arise, including the interpretation, application or enforcement of this Agreement shall be settled in the following manner:

- Step 1.** The employee or FOP Lodge who feels that there is sufficient grounds for a grievance shall fill out a grievance form (see Appendix A). This form will identify the members name, members rank, date of the incident, date the member became aware of the incident, date and signature blocks for steps 2-5, as well as narrative sections that will specify which contract provision was violated, facts supporting the grievance as well as the relief requested.
- Step 2.** The F.O.P. upon receiving a written and signed grievance form (see Appendix A), shall determine whether the grievance merits further processing. If, in the F.O.P.'s opinion, the grievance lacks sufficient merit to warrant further processing, no further action is necessary. To allow for the employee's due process, even if the Lodge fails to find sufficient grounds to support the grievance, the employee may continue this procedure without the support of the FOP Lodge.
- Step 3.** If a grievance does exist, the Grievant shall file and present the grievance form to the Chief of Police within twenty (20) days, excluding Saturday and Sunday, of the incident or knowledge of the incident.
- Step 4.** If, within ten (10) calendar days, excluding Saturday and Sunday, the grievance has not been settled, the grievance form shall then be submitted to the City Manager for adjustment.
- Step 5.** If, within ten (10) calendar days, excluding Saturday and Sunday, the grievance has not been settled, it shall then be submitted to arbitration for adjustment.

Section 2.

- A. The parties shall submit the matter to arbitration. The FOP shall submit a list of five retired Judges from the State of Oklahoma (Appellate, District, Associate, or Special) from Tulsa County and/or any County which shares a common border with Tulsa County, who shall be the proposed panel for selection. From said list, the City shall select one arbitrator.
- B. The parties shall attempt to select a mutually satisfactory date at the earliest possible time. In the event the parties are unable to agree upon a date, the arbitrator is empowered to select the date.
- C. Within 60 days following the conclusion of the hearing and the submission of briefs, if any, by the parties, the arbitrator shall issue a written decision and award containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances. With respect to the interpretation, enforcement, or application of the provisions of this agreement, the decision and findings of the arbitrator shall be final and binding on the parties to this Agreement.
- E. The cost of the arbitrator shall be shared equally between the City and the Grievant, including the cost of the transcript and copies thereof.
- F. All time limits set forth in the Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

Section 3. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and waiver of any and all rights for the Grievant (Lodge and or Employee) or the Employer or representatives thereof, to litigate or to otherwise contest the last answer rendered through the grievance procedure in any court. The foregoing shall not be construed, however, from precluding either of the parties from contesting the jurisdiction of said arbitrator selected, by seeking extraordinary relief, appeal, or other available remedy in a Court having jurisdiction thereon.

Section 4. At the conclusion of the grievance process, all documents pertaining to the process shall be forwarded to the Administration Division for inclusion into a secure file for all written grievances. Copies of the documents should also be sent to the Human Resources Department.

Article 9 **Disciplinary Procedures**

Section 1. It is the intent of this Section to provide for a method whereby discipline or complaints against Officers may be processed and handled in such a manner as to afford certain safeguards.

The procedure, rights, and privileges set forth in this Article shall be guaranteed each Officer provided they do not interfere with the fulfillment of an Officer's duty or the obligations of the City.

Section 2. No Officer shall be disciplined nor threatened with discipline for the reason of exercising or demanding the rights set forth in this Article.

Section 3. Any person making a complaint against an Officer shall be requested to give a written statement concerning such complaint. If no such statement is given, the complaint may be disposed of in the most appropriate manner in the opinion of the Chief of Police. The lack of a statement by a complainant shall not invalidate a complaint, but those reviewing the complaint may give the appropriate level of notice to this fact. Officers may be requested to informally respond to general questions by a supervisor or staff member in regard to an initial complaint.

If, in the opinion of the Chief of Police, additional inquiry is needed, the Officer shall be advised of the allegations of the complaint and be provided a copy of the written complaint. Officers shall give a written statement if the Chief of Police or Management requires same.

After having conducted an investigation which includes such information or evidence furnished by the Officer, the Chief of Police or Management shall determine if disciplinary action is appropriate. The Officer shall be advised as to the extent and effective date of such discipline.

Section 4. Documentation of ongoing employee performance may be taken care of through a SUPERVISORY NOTICE. This document will detail the officer's deficiency/achievement on the prescribed form. This will be routed through the chain of command and be placed in a file to be held by the Human Resources Department after approval by the Chief of Police. This file will be kept separate from the normal personnel file. This notice will only be retained on file for 1 year and will be automatically purged. These notices may be used for documentation related to an officer's evaluation. If the officer feels that the Supervisor Notice is not warranted, he may appeal this decision to the Chief of Police, whose decision will be final. For the purposes of this article, Supervisory notices are not considered discipline, but a management tool to keep employees and management aware of ongoing employee performance. They may be implemented for positive or negative performance.

Section 5. The Lodge and Management specifically agree that the right to due process that an employee has before discipline is imposed will be handled in the following manner, but this due process may be waived by the employee at any time of his/her own accord. It is further agreed that if management determines that during an investigation, an employee should not be left at full duty status, they may be removed to restricted duty or suspended with pay. Election by management of these options will not be construed as a violation of due process. This section shall also not supersede the rights of management as set forth in Article 2 Section 1c of this agreement. Upon being advised of discipline that has been imposed, the Officer shall have the right to a hearing before a Police Appeal Board. The officer must notify the Chief of Police within 168 hours (including weekends and holidays) of being notified of the discipline that he/she has elected to have a hearing before the Police Appeal Board. Said Police Appeal Board shall consist of:

- a) Two (2) Officers of any rank selected by the officer being disciplined.
- b) Two (2) Officers of any rank selected by the Chief of Police.
- c) One (1) City department head, which will be selected by the following procedure:
 - Management and the officer will each strike one name from a list of three department heads provided by the City Manager. This position will be non-voting unless in the case of a tie between the other members.

This board will review the facts and circumstances that led to the disciplinary action. Both the officer as well as the City administration shall have the right to present evidence and witnesses. The hearing shall be informal and not subject to the technical rules of a courtroom. This shall be a closed hearing and not open to the public. All persons present at the hearing shall have the right to:

- a) Be represented by counsel;
- b) Present evidence;
- c) Cross examine those individuals who are testifying;
- d) Present arguments.

This hearing shall be conducted no sooner than 72 hours, but no later than 240 hours (including weekends and holidays) after notification given by the officer being disciplined has been received, requesting the hearing. This time period may be extended or shortened by agreement between the two parties.

The board shall make one of the following recommendations by a majority vote:

1. **Exonerated** – All discipline shall be vacated and the officer returned to status and benefits as was before the discipline was imposed.
2. **Sustained** – The discipline as imposed by the Chief of Police shall remain in place.
3. **Modified** – The cause of action or the type of discipline has been modified by the board.

Disciplinary action, as utilized herein, may consist, but is not limited to the following of:

- a) Verbal Reprimand
- b) Positive discipline efforts that do not result in loss of pay or status.
- c) Loss of status within specialty groups or assignments
- d) Written Reprimand
- e) Re-assignment
- f) Loss/suspension of vacation hours in hours.
- g) Suspension in hours
- h) Demotion from a rank to another, one level less in seniority.
- i) Disciplinary Probation
- j) Dismissal

The Board's Chairman shall submit the recommendation of the board, to the Chief of Police and the City Manager within forty-eight (48) hours:

Any dissenting votes shall also file a report which shall be attached to the majority's recommendation for consideration by the Chief of Police and City Manager.

The City Manager shall cause the officer be notified of the final decision within twenty-four (24) hours of his receipt of the board's recommendation.

The ratification of this section by management and the bargaining unit shall eliminate the availability of appeals under the City of Sand Springs policy and procedure manual.

Police Officers who receive any form of discipline may grieve and arbitrate the discipline, taken under the Grievance and Arbitration Procedure outlined in Article VIII of this Agreement.

Section 6. Failure to comply with the provisions of this Article shall be grounds for the initiation of a grievance procedure, but shall not act to invalidate any disciplinary actions against an Officer.

Section 7. The parties to this agreement recognize the right of the City to have "new-hire" probation, and a probationary period for newly hired members of the police department. It is the intent of the parties that those members in their initial probation shall not be entitled to the protections set forth in this article, and that probationary employees can be terminated without any cause, and without the right to proceed to arbitration. Additionally, any contrary rights established by the pension laws of the State of Oklahoma are hereby waived on behalf of any probationary employee.

Article 10 **Seniority**

Section 1. – General Provisions

Except where impractical due to skill levels of employees, or where specific working conditions exist which would preclude certain employees from working specific shifts, and considering required manning levels, seniority will be the dominant factor to be considered by the Chief of Police when determining shift assignment, assigned regular days off and vacation, as defined herein.

Nothing in this article shall preclude the City Manager or the Chief of Police from asserting management rights as defined in this agreement.

Termination of employment shall terminate the employee's seniority. In the event a previous employee is re-hired, seniority shall commence on the date of re-hire.

If two (2) or more employees are hired on the same date, their seniority and employee number shall be determined by a total aggregate score from the initial employment testing (written test, physical agility test, and oral board scores).

If two (2) or more employees are promoted on the same date, their seniority standing will be determined by their last date of hire, unless one or more were promoted from a supervisor's rank, in which case their seniority standing shall be determined by continuous length of service as a supervisor.

Seniority after a voluntary demotion shall be established by considering the time held at the highest rank as time held at the rank the employee is demoted to. This time would be added to any time that the employee had previous service at that rank.

All dates used to determine seniority as defined herein shall be the date(s) recorded on approved personnel actions on file in the city personnel department.

Section 2. – Shift Bid

Annual shift change and days off bid shall be conducted as follows:

The Chief of Police will set the staffing levels for each shift and division, and which officers will comprise each division. These decisions will be at his sole discretion as a management right.

On the first Monday of June each year, a shift and days off bid form shall be posted, each officer will

have one (1) hour to bid after the officer that is senior to him bids. Failure to bid during the officer's allotted time shall cause the officer to be placed at the bottom of the seniority list for that bid process. The officer shall be allowed to bid in person, by phone call to the supervisor overseeing the bid process, or by signed proxy held by another officer to act in his behalf and presented to the supervisor overseeing the bid process. The bid process shall be conducted during the hours of 0600 to 1800 hours each day. The bid process shall be closed after all officers have bid. Once a bid has been placed, it is final and no substitutions may be made.

A schedule shall be posted by the police administration no later than 1630 hours on the last Friday in June.

The schedule shall take effect at 0001 hours on the first Saturday in August.

Once the bid process has closed, officers will not be allowed to "swap shifts" with another officer except in cases of extreme hardship which will be determined by the Chief of Police. Limited duty exchanges that occur within the same pay period are permissible upon approval of the shift supervisor, division commander, and the Chief of Police.

Temporary shift and days off assignments of thirty (30) days or less can be made by the Chief of Police.

Shift and days off assignments can be made by the Chief of Police for officers attending training.

Seniority shall not be utilized for transfers between divisions.

Section 3. – Shift Modifications

If required due to turnover, injuries, hardships, reaction to crime trends or other exigent circumstances, The Chief of Police retains the management right to modify the shift and division staffing levels and schedules at his sole discretion.

If a change is made to the shift or division staffing levels during the course of the year after shift bid, but more than 30 days before the end of annual shift change, then the process outlined in section 2 without regard to the dates will be followed to rebid the shifts.

Article 11 Promotions

The following procedure shall apply to the police supervisory ranks of sergeant, lieutenant, and captain. This procedure shall not affect or supersede in any manner the city's authority to manage its affairs including, but not limited to, the promotion of all supervisor and managerial ranks within the police department.

Section 1. - Eligibility

Eligibility for supervisory rank- Police officer(s) and supervisor(s) on disciplinary probation shall not be allowed to participate in the promotion process.

Corporals -The rank of Corporal shall be applied to those officers that meet the listed requirements described hereafter. Each officer subsequently who meets the requirements at later dates shall also qualify for this promotion. Requirements for promotion to Corporal:

- a) Must have completed 10 (ten) years of service as a Master Patrol Officer (MPO).
- b) Must have a favorable recommendation from the Chief of Police.
- c) Must not be currently on probation or under any other disciplinary action.

Sergeant's test: Open to police officers only. Each officer must have completed one (1) year of continuous service with the Sand Springs Police Department.

Lieutenant's test: Open to police officers and police sergeants only. Each officer must have completed two (2) years of continuous service with the Sand Springs Police Department.

Captain's test: Open to police officers, police sergeants, and police lieutenants only. Police officers must have completed five (5) years of continuous service with the Sand Springs Police Department. Police sergeants and police lieutenants must have completed four (4) years continuous service with the Sand Springs Police Department.

Section 2 - Promotion process for supervisory rank

1. The personnel department shall declare a supervisory position open.
2. The promotion process shall begin with the posting of an eligibility list, study guide, and closing date.
3. The personnel department shall forward a promotion test eligibility list to the Chief of Police for posting.
4. The Chief of Police shall post the list and guide on the bulletin board in the police squad room and email all eligible employees a copy of the posting.
5. Eligible candidates who wish to participate in the promotion process must prepare an "employee/promotion request". Personnel Form #16, along with resume of no more than two (2) pages and submit both to the personnel department by the posted closing date.

6. The Chief of Police shall submit a written examination to the personnel department for review and approval at least thirty (30) calendar days prior to the written test. The written test shall be conducted at least sixty (60) calendar days after the position has been declared open by the personnel department. The written examination shall be conducted by the personnel department after the performance evaluations and oral boards are complete.
7. The personnel department shall notify each participating candidate in writing of the date, time, and location of the oral interview and written test at least ten (10) days prior to both.
8. Evaluations must be completed by each evaluator and submitted to the personnel department in a sealed envelope prior to the oral board and written test.
9. The oral boards will be conducted prior to the written test, each oral board member's evaluation shall be sealed and submitted to the personnel department at the end of the board's session
10. Once the written exam is complete, the personnel department shall compute each candidate's overall score utilizing the following formula:

A.	Written Test	35%
B.	180 Evaluations from all equal to or lower than rank tested for	15%
C.	Oral Board	35%
D.	Promotion Evaluations by all above the rank tested for	15%
11. Within ten (10) days after completion of the written test, the personnel department shall provide the Chief of Police with a certified promotion list, listing each officer's name, average promotion evaluation score, average oral board score, test score, and overall score. The rankings shall be by numeric order utilizing the overall score.

Section 3. - Evaluations

1. Promotion evaluations shall be conducted by all ranks of at least one (1) rank higher than the rank being tested. 180 evaluations will be conducted by everyone equal to or lesser in rank than that of which is being tested for.
2. The numeric total of each candidate's promotion evaluations shall be averaged to one (1) decimal point. That average shall comprise fifteen (15%) percent of each candidate's score
3. Each promotion evaluator shall have access to each candidate's resume, training record, commendation and award record. Each evaluator shall also have access to each candidate's work productivity record, sick time record, accident history, disciplinary history, and past performance evaluations. Those conducting 180 evaluations will not have access to these documents.
4. The Chief of Police and personnel director, or their designees, shall be responsible for providing to each evaluator the information set out in paragraph 3 and their decision shall be final.

Section 4 - Oral board for supervisory ranks

1. The numeric total of each candidate's oral board evaluation shall be averaged to one decimal point. That average shall comprise twenty (20) percent of each candidate's overall score.
2. The oral board shall consist of three (3) members appointed by the Chief of Police. The Chief of Police and personnel director may each appoint one (1) non-evaluating member to monitor and assist the board.
3. Each board member shall separately evaluate the candidate and seal their evaluation.
4. The board members shall have access to each candidate's resume, training record, commendation and awards record. Each member shall also have access to each candidate's work productivity record, sick time record, accident record, disciplinary record, and past performance evaluations.

Section 5 - Promotion list

1. There shall be a promotion list established from candidates participating in the promotional process. The list shall be numeric in order ranging from the highest to lowest aggregate score. The promotion list shall remain in effect for ninety (90) days from the date of the first promotion on the list.
2. A written reprimand shall cause a candidate's name to be removed from the promotion list.
3. The list will be used for selection for any declared opening for the rank tested within the ninety (90) day period.
4. A candidate's written test score must be a seventy percent (70%) or higher in order to be on the promotion list.
5. The candidate that is number one on the list will be offered the position tested for. That candidate can refuse to accept the position. In this incident, that candidate's name will remain at the top of the list and the offer will be presented to the next candidate on the list.

Section 6 - Selection

1. The Chief of Police shall, after ten (10) calendar days of receipt of the certified promotion list, complete personnel requisition form #2 recommending for promotion the #1 candidate
2. In case of a tie, the #1 candidate shall be determined by:
 - A. Highest ranking officer, if a tie exists, then
 - B. Years of service in rank shall be used, if a tie is not broken, then

- C. Years of service in department shall be used, if a tie is not broken. then
 - D. The Chief of Police shall select the #1 candidate
3. The chief's recommendation shall be forwarded to the personnel director for review and approval.
 4. Personnel department shall forward the recommendation to the city manager for action.
 5. Once the city manager has made his decision, the personnel department shall notify the Chief of Police.
 6. The Chief of Police shall notify the successful candidate(s) in writing no later than three (3) working days from the date he is notified by the personnel department.

Article 12

Bulletin Board and Equipment

Section 1. The Lodge shall be allowed to install a bulletin board for the posting of official union notices of a non-political, non-inflammatory nature, in the Police facilities, provided such bulletin board does not interfere with the normal use of the Police facilities. The Lodge shall hold the City harmless for any loss or damage of said bulletin board.

Article 13

Personnel Files

Section 1. Any records, information or documents related to employee discipline, evaluations, supervisory notices and Brady/Giglio discoverable documents shall be kept in Human Resources files. This provision shall not be applicable to criminal activities under active or pending investigation. Any records, information or documents concerning an unfounded complaint against an Officer shall be removed from the Officer's personnel file.

Section 2. An Officer shall be allowed to review and copy, at the Officer's expense, the Officer's personnel file under appropriate supervision, at any reasonable time upon oral or written request to the Human Resources Department. Employees shall not have the right to inspect their background investigation.

Section 3. Personnel files for Employees shall be maintained exclusively by the Human Resources Office. If materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies, or other materials that might be considered detrimental to the Employee's position, advancement or future with the department are to be placed in the Employee's personnel file, the Employer shall notify the Employee of said action and the Employee shall be given the proper opportunity to appeal such action before it becomes a part of the Employee's personnel file. Such appeal will be made to the Chief of Police who will have final authority in this matter.

Section 4. Recognizing that disciplinary actions provide a basis for training and counseling and are not meant to perpetually penalize an Employee, the following procedure is hereby established:

Procedure:

- a) Employees may request that disciplinary actions be sealed destroyed according to the following schedule:
 1. Written reprimands and notice of oral reprimands with no recurrence after one (1) year may be sealed destroyed.
 2. Suspensions of twenty-four hours or less than twenty-four hours, without recurrence, after eighteen (18) months.
 3. Suspensions more than twenty-four hours, without recurrence, after two (2) years.
- b) Requests for sealing destruction of disciplinary actions should be directed to the office of the Chief of Police. The Chief of Police shall be the final authority of the request to remove and destroy the disciplinary action.
- c) Sealing Destruction shall include all memos, letters, correspondence, complaint forms and any other written or electronically recorded material pertaining to the action, except that the City may keep a list of all disciplines of employees to demonstrate a standard of care in management.
- d) Sealing Destruction shall not include any material related to criminal offenses for which the Employee was charged except in concurrence with the sealing or expunging of criminal charges by a court of competent jurisdiction, or except in the event of complete exoneration of the Employee by the court.
- e) The Human Resources Department shall be notified in all cases where sealing destruction of disciplinary action is taken. Any authorized Police Department and City personnel files will be sealed or destroyed accordingly.
- f) The sealed destroyed action shall not be held used to discriminate against the Employee in any subsequent disciplinary action, or in the event of impending promotion, merit step raise, transfer, special requests, modification of duty, vacation selection, application for other employment, or against any other action the Employee may take for the Employee's personal improvement or betterment.
- g) All unfounded, exonerated, not sustained, and no finding complaints will be removed from the Employee's personnel file and may be maintained in a separate file by the Chief of Police but will be filed under the complainants name, not the employee's.

Article 14

Dues and Membership

Section 1. Upon receipt of a written authorization from a Police Officer, the City shall deduct from the Police Officer's pay the amount set forth by the Lodge per month for Lodge dues. It is understood that this provision shall provide for twenty-four (24) Lodge dues deductions per year.

If the Police Officer has no earnings for that pay period, the Lodge shall be responsible for collecting said dues for that pay period.

The City shall remit the deductions made to the designated Lodge official within seven (7) calendar days. The Lodge shall notify the City in writing of any change in Lodge membership at least thirty (30) calendar days prior to the date the change becomes effective. The Lodge shall indemnify, defend and hold harmless the City against any claims made, or any suit instituted against the City on account of any Lodge dues paid in error.

Nothing contained in the Agreement shall be deemed to prevent or prohibit a Police Officer, whether or not a member of the Lodge, from signing and submitting authorization for dues deductions from the Officer's pay.

Article 15

Bargaining and Liaison Committee

Section 1. The Bargaining and Liaison Committee shall be the committee responsible for representing the Employees in collective bargaining with the City.

Section 2. The committee shall consist of not more than three (3) Officers of the F.O.P. Lodge #109, and shall be elected annually by the Lodge. The committee may also include not more than three (3) alternate members. The alternates will be appointed by the three (3) elected committee members.

Section 3. The Lodge shall notify Management, in writing, of the names of the Committee members within thirty (30) calendar days from the date of their election. Management, within seven (7) calendar days of receipt of request for collective bargaining from Lodge shall notify Lodge of Management's bargaining committee.

Section 4. The Officer members of the Bargaining Committee will be paid by the City for the time spent in negotiations with the City, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked. Under no circumstances shall an off-duty member be eligible for extra pay for attendance at a Bargaining session.

Article 16

Training

Section 1. Employees required by the Employer to attend any school, workshop, or seminar, shall be paid per diem at the Employee's hourly rate of pay as established pursuant to the pay plan herein referred to for any hours or days that the Employee would normally be off duty. Pay for normal off duty time will include travel time, attendance time in the course of the instruction and return home. Lodging expense will be reimbursed or provided by the city on a pre-approved basis. Meals and other expenses will be reimbursed at the following rates:

1. \$20.00 per day on trips of less than 100 miles.
2. \$30.00 per day on trips of more than 100 miles.
3. Actual costs with receipts not to exceed the current IRS per diem rate on trips over 500 miles.

Article 17
Vacation and Holiday Leave

Section 1. Vacation and holiday leave pay shall be granted to Employees in accordance with the following provisions:

- a) An Employee must be on regular employment status and have been employed by the City continuously for twelve (12) months before being eligible to expend vacation and holiday time.
- b) Vacation and holiday leave shall normally be requested and granted during the twelve (12) month period which follow the Employee's vacation accrual year.
- c) Vacation and holiday leave shall not exceed the total amount credited to an Employee at the time of the proposed departure.
- d) Employees shall not be permitted to use either accrued vacation and holiday leave or accrued compensatory time during periods of suspension.
- e) Any certified Police Officer on regular employment status working a full shift on one of the following designated holidays will be paid at a rate of time and a half (elected as time or pay, but not split between the two compensation methods) provided, however, that the Officer has not used any sick leave within three (3) calendar days, either before or after, the holiday:

January 1 st	New Year's Day
As authorized by City	Memorial Day
July 4 th	Independence Day
4 th Thursday in November	Thanksgiving Day
December 24 th	Christmas Eve
December 25 th	Christmas Day

Effective July 1, 2012, the City-authorized holiday for Labor Day will be added to the above list.

Conflicts in vacation requests shall be approved with first priority being given to the first requesting officer. If multiple vacation requests are received on the same day, priority shall be given to the senior officer.

Section 2. Vacation and holiday leave shall be granted and accrued in the following manner:

- a) After one year of continuous service, one hundred sixty-eight hours (168 hours) per year;
- b) Upon completion of five (5) years of continuous service, an Employee shall be granted two hundred eight hours (208 hours) per year.
- c) Upon completion of ten (10) years of continuous service, an Employee shall be granted two hundred forty-eight hours (248 hours) per year.
- d) Upon approval by the Chief of Police, an Officer may be allowed to sell up to forty-eight (48) hours of accrued vacation leave at the current value based on the straight time rate for the officer. Provided, however, that the Officer has an accrued vacation balance of one hundred (100) hours or more. Such requests are limited to one time per fiscal year per Officer and will be disbursed on a regular pay day.

Article 18
Sick Leave

Section 1. Employees shall accrue sick leave at the rate of six and two-third hours (6.66 hours) per month worked.

Section 2. A maximum of eight hundred hours (800 hours) may accrue to any Employee.

- a) On or about December 15th each year, sick leave accrued in excess of eight hundred hours (800 hours) will be reimbursed to the Employee at the rate of three (3) sick hours for one (1) paid hour.
- b) Any Employee leaving the service of the City after a period of ten (10) years of service, or alternatively, upon the occurrence of a non-job related disability retirement, shall be paid at such Employee's then current regular rate of pay one (1) hour's pay for each three (3) hours of said Employee's then accumulated sick leave, such accumulated sick leave not to exceed eight hundred hours (800 hours). Said sum shall be paid in a lump sum on the Employee's final pay check to be issued following the Employee's effective date of retirement.
- c) In the event of an Employee's death, 100% of the Employee's accrued sick leave existing at the time of death shall be paid to the Employee's beneficiary designated on the Employer-provided life insurance policy.

Section 3. Sick leave shall be used as follows:

- a) When sickness or injury for medical, dental or optical diagnosis or treatment incapacitates an Employee.
- b) After exposure to a contagious disease when the attendance at duty, in the opinion of a licensed physician, jeopardizes the health of others.
- c) For necessary care and attendance of a member of the Employee's immediate family or household.
- d) For the death of a member of an Employee's family or household.

Section 4. Sick leave with pay shall be granted to regular Employees subject to the following provisions:

- a) Sick leave with pay shall not exceed the total amount accrued by the Employee at the time the employee's sick leave began.
- b) Leave without pay may be granted for sickness beyond the amount of the Employee's accrued sick leave.
- c) Accrued vacation leave may be used for sick leave when accrued sick leave has been exhausted.
- d) An Employee who - not in reserve status - leaves the employment of the City for military service and applies for re-employment within fifteen (15) days after rejection or ninety (90) days after an honorable discharge, if re-employed, shall be reinstated within one (1) year from the date of application.
- e) An Employee who is laid off and returns to City employment within one (1) year from the date of lay-off shall have the Employee's former unused credits for sick leave returned to the Employee.

Section 5. Reporting and investigating sickness and other factors related to sick leave shall be handled as follows:

- a) Employees who are absent from duty for reasons which entitle them to sick leave shall notify their shift supervisor as soon as possible prior to the scheduled time for that Employee to report for duty, if physically able to do so.
- b) When an absence due to illness exceeds five (5) days, the Employee shall present at the time of return to work, a statement from the Employee's doctor describing illness.
- c) An Employee may not be eligible to receive sick pay from the City of Sand Springs and Worker's Compensation payment at the same time.

Section 6. INJURY LEAVE: In the event a Police Officer is injured while engaged in the actual performance of the Officer's duties and is temporarily incapacitated as a direct result of such injury or illness, the Police Officer shall be entitled to injury leave for a period not to exceed one thousand forty hours (1,040) per year, and shall be paid in an amount to be calculated and equal to the difference between the Officer's Worker's Compensation benefits provided for in the Worker's Compensation Act of the State of Oklahoma, and as the same may be amended from time to time, if applicable, and the Officer's regular monthly net pay as of the time of injury. In no event shall such Officer's compensation from all sources exceed regular monthly net pay as of the time of the Officer's injury. Any and all appointments related to the on-the-job injury shall be considered hours worked for the purpose of calculating FLSA overtime. No benefits shall be payable under this Article for any injuries occasioned by the willful intention of the injured Police Officer to bring about injury to the Officer or to another or where the injury resulted directly from the intoxication of the injured Officer while on duty, or where the injury results directly from horseplay, playing of pranks engaged in by the injured Police Officer - alone or with others - or failure to follow prescribed procedures. All benefits provided by this Article, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits otherwise provided in this Agreement; nor will this Article otherwise affect any rights or employment benefits otherwise provided in this Agreement.

At the expiration of all injury leave benefits herein provided, the Police Officer may, at the Officer's option, elect to receive the Officer's accumulated sick leave, if any, or other annual leave then accrued to the credit of the Police Officer as additional time off, but in no event, shall said sums of money or compensation paid to the Officer exceed the Officer's regular monthly net pay as of the time of the injury. Employer may require, at any time, the Police Officer submit to a medical examination by a medical doctor assigned by the Employer for the purpose of determining whether or not a claim submitted by the Police Officer is proper, or to determine when any benefits or leave provided for hereunder should be terminated. In the event the Police Officer refuses to submit to such examination, the refusal shall be just cause for terminating all benefits provided by this Article.

Article 19

Funeral Leave

Section 1. In the event of a death of a member of an Employee's or spouse's immediate family (as defined in Section 3.A, an Employee is entitled to up to thirty-six (36) consecutive work hours for funeral leave, providing one day of leave is that of the funeral. This is an independent benefit and shall not be charged to sick leave or vacation account.

Section 2. The Employee may, under the definition of immediate family in Section 3.A, take sick leave as funeral leave in supplemental to the benefit in Section 1, providing one day of leave is that of the funeral and does not exceed thirty-six (36) consecutive hours/working days, unless approved by the Chief of Police.

Section 3. The Chief of Police may authorize additional time off depending upon individual circumstances, but any such additional time off shall be charged to sick leave or compensatory time of the Employee.

Article 20

Other Leaves

Section 1. Leave of absence without pay may be granted to an Employee of the Police Department upon special circumstances which shall be designated by the Chief of Police.

Article 21

Wages

Section 1. Members of the bargaining unit shall receive wages as set forth by the pay scale below.

The parties agree that employees will be compensated in FY17 by moving to the next step from that which they were associated in FY 16.

The parties agree that employees will be compensated in FY 18 by moving to the next step from that which they were associated in FY 17.

Additionally, if an across-the-board pay raise is provided for non-contractual or Fire Department employees in FY 17 or 18 (excluding Director-level staff or adjustments established by the existing pay plan or those imposed by arbitration/election) that exceeds the 2% step increases provided in the pay scale attached; the pay scale shall be adjusted accordingly to reflect the additional pay raise.

The parties agree that in order for an employee to progress to the next step in the plan, they must have at least a satisfactory rating on their most current evaluation.

The parties also agree that if an employee is promoted, they will stay in the same step, but be placed in the program under the appropriate rank.

Police Step Plan FY 17 & 18

Officer			MPO			CORPORAL			SERGEANT		
STI	hourly	salary	STI	hourly	salary	STI	hourly	salary	STI	hourly	salary
1	\$ 16.2390	33,777.19	1			1			1		
2	\$ 16.5638	34,452.73	2			2			2	\$ 19.4976	40,555.01
3	\$ 16.8951	35,141.78	3			3			3	\$ 19.8875	41,366.10
4	\$ 17.2330	35,844.62	4	\$ 19.0266	39,575.35	4			4	\$ 20.2853	42,193.43
5	\$ 17.5776	36,561.51	5	\$ 19.4071	40,366.86	5			5	\$ 20.6910	43,037.30
6	\$ 17.9292	37,292.75	6	\$ 19.7953	41,174.20	6			6	\$ 21.1048	43,898.04
7	\$ 18.2878	38,038.60	7	\$ 20.1912	41,997.68	7			7	\$ 21.5269	44,776.01
8	\$ 18.6535	38,799.37	8	\$ 20.5950	42,837.63	8			8	\$ 21.9575	45,671.52
9	\$ 19.0266	39,575.35	9	\$ 21.0069	43,694.39	9			9	\$ 22.3966	46,584.96
10	\$ 19.4071	40,366.86	10	\$ 21.4271	44,568.27	10			10	\$ 22.8445	47,516.65
11	\$ 19.7953	41,174.20	11	\$ 21.8556	45,459.64	11			11	\$ 23.3014	48,466.99
12	\$ 20.1912	41,997.68	12	\$ 22.2927	46,368.83	12			12	\$ 23.7675	49,436.32
13	\$ 20.5950	42,837.64	13	\$ 22.7386	47,296.20	13	\$ 23.1643	48,181.75	13	\$ 24.2428	50,425.05
14	\$ 21.0069	43,694.40	14	\$ 23.1933	48,242.13	14	\$ 23.6276	49,145.38	14	\$ 24.7277	51,433.56
15	\$ 21.4271	44,568.28	15	\$ 23.6572	49,206.98	15	\$ 24.1001	50,128.29	15	\$ 25.2222	52,462.23
16	\$ 21.8556	45,459.65	16	\$ 24.1303	50,191.12	16	\$ 24.5821	51,130.85	16	\$ 25.7267	53,511.47
17	\$ 22.2927	46,368.84	17	\$ 24.6130	51,194.94	17	\$ 25.0738	52,153.47	17	\$ 26.2412	54,581.70
18	\$ 22.7386	47,296.21	18	\$ 25.1052	52,218.84	18	\$ 25.5753	53,196.54	18	\$ 26.7660	55,673.33
19	\$ 23.1933	48,242.14	19	\$ 25.6073	53,263.21	19	\$ 26.0868	54,260.47	19	\$ 27.3013	56,786.80
20	\$ 23.6572	49,206.98	20	\$ 26.1195	54,328.48	20	\$ 26.6085	55,345.68	20	\$ 27.8474	57,922.53
21	\$ 24.1303	50,191.12	21	\$ 26.6418	55,415.05	21	\$ 27.1407	56,452.60	21	\$ 28.4043	59,080.99
22	\$ 24.6130	51,194.94	22	\$ 27.1747	56,523.35	22	\$ 27.6835	57,581.65	22	\$ 28.9724	60,262.60
23	\$ 25.1052	52,218.84	23	\$ 27.7182	57,653.81	23	\$ 28.2372	58,733.28	23	\$ 29.5519	61,467.86
24	\$ 25.6073	53,263.21	24	\$ 28.2725	58,806.89	24	\$ 28.8019	59,907.95	24	\$ 30.1429	62,697.21
25	\$ 26.1195	54,328.48	25	\$ 28.8380	59,983.03	25	\$ 29.3779	61,106.11	25	\$ 30.7457	63,951.16

LIEUTENANT			CAPTAIN		
STI	hourly	salary	STI	hourly	salary
1			1		
2			2		
3	\$ 23.7934	49,490.27	3		
4	\$ 24.2693	50,480.07	4		
5	\$ 24.7547	51,489.68	5		
6	\$ 25.2497	52,519.47	6	\$ 28.8601	60,029.08
7	\$ 25.7547	53,569.86	7	\$ 29.4373	61,229.67
8	\$ 26.2698	54,641.26	8	\$ 30.0261	62,454.26
9	\$ 26.7952	55,734.07	9	\$ 30.6266	63,703.34
10	\$ 27.3311	56,848.76	10	\$ 31.2391	64,977.41
11	\$ 27.8778	57,985.74	11	\$ 31.8639	66,276.96
12	\$ 28.4353	59,145.45	12	\$ 32.5012	67,602.49
13	\$ 29.0040	60,328.36	13	\$ 33.1512	68,954.55
14	\$ 29.5841	61,534.92	14	\$ 33.8142	70,333.64
15	\$ 30.1758	62,765.63	15	\$ 34.4905	71,740.31
16	\$ 30.7793	64,020.93	16	\$ 35.1803	73,175.12
17	\$ 31.3949	65,301.35	17	\$ 35.8840	74,638.62
18	\$ 32.0228	66,607.38	18	\$ 36.6016	76,131.39
19	\$ 32.6632	67,939.53	19	\$ 37.3337	77,654.02
20	\$ 33.3165	69,298.32	20	\$ 38.0803	79,207.10
21	\$ 33.9828	70,684.28	21	\$ 38.8419	80,791.24
22	\$ 34.6625	72,097.97	22	\$ 39.6188	82,407.06
23	\$ 35.3557	73,539.93	23	\$ 40.4112	84,055.20
24	\$ 36.0628	75,010.73	24	\$ 41.2194	85,736.31
25	\$ 36.7841	76,510.94	25	\$ 42.0438	87,451.03

Section 3. The parties agree that an ongoing analysis of the appropriate pay structure will be maintained by the City and will take into account the standardized set of comparison cities as provided in the 2012-2013 Classification and Pay Study conducted by the City of Sand Springs.

Change to this standardized list may be subject to further negotiations based on extraordinary factors that may present themselves at a future time.

Section 4. The wage provisions of this contract which require the appropriations of monies are subject to the appropriation of adequate and sufficient funds by the City. In the event the City does not appropriate funds for the payment of the wage increase specified by the Fiscal Year 2018, the wage increase provisions for that year shall be deemed null and void without further action by either party to this Agreement. In such event, the City shall waive the fifteen (15) day notification required for negotiations and the parties shall enter into negotiations for the Fiscal Year 2018. The remainder of the Collective Bargaining Agreement shall remain in full force and effect until midnight, June 30, 2018.

Section 5. In the event that an employee is promoted, they will move 10% per rank and be set in the pay plan and rounded to the closest step, except that the rank of Corporal will not be considered a rank for purposes of calculation in regard to an Officer or MPO promoting to a higher rank.

Article 22

Lateral Transfer of New Hires

Section 1. In an effort to increase the number of experienced Police Officer applicants, the Lodge and City agree to an amendment to the existing base compensation program that traditionally requires a new hire to start at Officer Step 1, of the pay plan. This section will allow an experienced Police Officer to start at a pay step greater than Step 1 in the Police Officer pay range. An applicant must meet the following qualifications to be eligible for consideration above Step 1:

- a) The applicant must meet the minimum educational requirement, successfully complete the pre-employment written, oral, background and physical dexterity tests, and successfully complete all medical requirements required by and successfully enter the Oklahoma Pension and Retirement System prior to employment.
- b) The applicant must be certified by the Oklahoma Council on Law Enforcement, Education, and Training (CLEET) prior to employment. If the applicant is from outside the state of Oklahoma, he/she must be able to obtain Oklahoma CLEET certification within six months of initial employment.
- c) Any applicant who meets the above stated criteria may be placed anywhere from Step 1 to Step 5 of the pay range for Police Officer, according to previous law enforcement years of service.
- d) The parties agree that the implementation of this section is for base pay purposes only, and does not in any way impact issues such as seniority, eligibility to test for specialty positions, or other working conditions. Any new Employee hired under the provision of this section shall be required to complete the established probationary period and will be extended the collective bargaining rights and benefits as any other new hire would receive it. This section shall not override any other provision of the existing labor agreement.
- e) Any Certified Police Officer currently on regular employment status that has had prior employment as a Certified Police Officer with any other law enforcement agency and would have

qualified for a Lateral Transfer at their time and date of hire, will have the number of previous years, to a maximum of five (5) years at the previous law enforcement agency, added to their pay scale.

Article 23 **Longevity**

Section 1. Each Employee with one (1) or more years of continuous service shall, at the beginning of the second year (2nd) of employment, receive longevity pay in the amount of ten dollars (\$10.00) per month for each year of service. Each Employee shall thereafter receive an additional ten dollars (\$10.00) per month for each year of additional service thereafter for a maximum of 25 years.

Section 1. Each Employee with one (1) or more years of continuous service shall, at the beginning of the second year (2nd) of employment, receive longevity pay in the amount of ten dollars (\$10.00) per month for each year of service. Each Employee shall thereafter receive an additional ten dollars (\$10.00) per month for each year of additional service thereafter for a maximum of thirty (30) years.

Article 24 **Overtime and Call Back**

Section 1. As a condition of employment, Employees may be required to work overtime.

Patrol Division: For purposes of computation of overtime compensation, overtime shall mean actual hours worked in excess of eighty (80) hours in a fourteen (14) day work period. Vacation, compensatory time used and holiday pay shall be computed as hours worked. Sick leave shall be computed as hours worked provided that sick leave is not used three (3) calendar days before, or after, additional hours are worked.

Other Divisions: For purposes of computation of overtime compensation, overtime shall mean actual hours worked in excess of forty (40) hours in a seven (7) day work period. Vacation, compensatory time used and holiday pay shall be computed as hours worked. Sick leave shall be computed as hours worked provided that sick leave is not used three (3) calendar days before, or after, additional hours are worked.

Overtime shall be paid at one and one-half (1 1/2) times the Employee's regular rate of pay, as defined by the Department of Labor Regulations, Fair Labor Standards Act.

Section 2. A member of the bargaining unit shall receive a minimum of two (2) hours pay when working special events or other scheduled additional duty, or when testifying in court. Premium pay, with three (3) hours being minimum, at one and one-half (1 1/2) times the Employee's regular rate of pay shall be paid for all hours worked when the Employee is called back to work due to an emergency.

If more than one call back is worked during the same three hour period, the Employee is only entitled to one three (3) hour's call back pay, In the event an employee is required to work in excess of the minimum hours listed above in this section, the additional time will be paid at a rate consistent with Section 1 of this article.

For the purposes of compensation, call back time begins when the initial call is made to the Employee, and the call back period ends when the employee leaves his/her work site. In the instance travel time to the work site exceeds thirty (30) minutes, a maximum of thirty (30) minutes travel time will count as paid time.

Section 3. In lieu of cash payment for overtime hours worked, Officers may elect compensatory time. This option must elect either comp time or overtime pay, and may not be split between the two compensation methods. Such election must be made in writing when submitting hours worked for payroll computation. Officers will accrue one and one-half times (1½) the actual overtime hours worked for compensatory time. Accrual must be in no less than 15 minute increments and must be taken in no less than 15 minute increments. Maximum accrual is 150 hours from July 1 through June 30.

Compensatory time may be taken at any time as long as such does not impede Police Department operations. Requests for compensatory time must be made in writing and approved by the Chief of Police or his designee.

Hours accrued for compensatory time, but not expended by June 30 each year, will be converted to a cash payment to the Officer at the Officer's current straight time rate and will be paid at the time of payment for services rendered up to June 30th.

Compensatory time cannot be carried forward to the next fiscal year.

Article 25

Officer In Charge Differential

Section 1. Except as hereinafter provided, any Officer who performs the duties of shift supervisor for two or more shifts per pay period in the absence of the Sergeant or Lieutenant, shall be paid a nine dollar (\$9.00) per shift differential. This shall be retroactive to the first shift worked.

Section 2. Any Corporal who performs the duties of a Lieutenant for two or more shifts per pay period in the absence of the Sergeant and Lieutenant, shall be paid a twelve dollar (\$12.00) per shift differential. This shall be retroactive to the first shift worked.

Section 3. Any Sergeant or Lieutenant who performs the duties of Captain for two or more shifts per pay period in the absence of the Captain, shall be paid a twelve dollar (\$12.00) per shift differential. This shall be retroactive to the first shift worked.

Section 4. Any Sergeant who performs the duties of a Lieutenant for more than sixty (60) calendar days (including all days off) shall qualify for shift differential pay, as set forth in Section 1 of this Article, retro-active to the first shift worked.

Article 26

Anniversary Date

Section 1. The Employee's anniversary date shall be the date of that Employee's regular employment with the City of Sand Springs as a police officer.

Article 27

Police Science Education Increase

Section 1. Members of the bargaining unit hired before July 1, 1992, who satisfactorily complete sixty (60) hours of credited academic work at a university or college accredited by the North Central

Association of Colleges and Schools or another regional accreditation, or as approved by the Chief of Police, may, upon recommendation by the Chief of Police, receive a sixty dollar (\$60.00) salary increase without reference to their normal anniversary date.

Section 2. Police Officers who receive a Bachelor of Science degree from a college or university accredited by the North Central Association of Colleges and Schools, or another regional accreditation, or as approved by the Chief of Police, may receive, upon recommendation of the Chief of Police, a one hundred dollar (\$100.00) per month increase without reference to their normal anniversary date.

Police Officers who receive a Masters degree from a college or university accredited by the North Central Association of Colleges and Schools, or another regional accreditation, or as approved by the Chief of Police, may receive, upon recommendation of the Chief of Police a two hundred dollar (\$200.00) per month increase without reference to their normal anniversary date.

Police Officers who receive a Doctorate degree from a college or university accredited by the North Central Association of Colleges and Schools, or another regional accreditation, or as approved by the Chief of Police, may receive, upon recommendation of the Chief of Police, a two hundred fifty dollar (\$250.00) per month increase without reference to their normal anniversary date.

Section 3. Members of the bargaining unit hired after July 1, 1992, shall not receive the Criminal Justice/Police Science education increase provided for in Section One hereof.

Article 28 **Insurance**

Section 1. The City will provide a group insurance plan for bargaining unit members.

Section 2. The City shall contribute toward the monthly premium of the select (basic) plan for insurance as follows, for higher level plans, the employee will be responsible for the difference in premium:

Employee Coverage:	Health	75%
	Dental	100%
	Life	100%
Dependent Coverage:	Health	75%
	Dental	0%
	Life	0%

Section 3. Members of the bargaining unit agree to contribute toward the monthly premium for insurance as follows:

Employee Coverage:	Health	25%
	Dental	0%
	Life	0%
Dependent Coverage:	Health	25%
	Dental	100%
	Life	100%

Section 4. The City will provide a long term disability plan for bargaining unit members. The City will pay 100% of the premiums associated with this plan.

Article 29
Payment on Back Claims

Section 1. Back wages shall be paid to any Employee upon a finding that said Officer is entitled thereto in such amounts as may be determined through the grievance procedure.

Section 2. Claims for back pay or wages shall equal the amount of pay or wages the Officer would otherwise have earned at the Officer's regular wage or pay rate plus the Prime Lending Rate + 1% as set in the Wall Street Journal on the day of reimbursement calculated as simple interest, not to exceed 5%..

Section 3. The provision shall not apply to increased pay or other monetary increase pursuant to the terms of this Agreement.

Article 30
Clothing/Cleaning Allowance

Section 1. Effective July 1, 2016, all Police Officers covered by this Agreement, and upon twelve (12) months of service, will be allowed an annual allowance of one thousand two hundred seventy-five dollars (\$1,275.00) payable bi-annually at the rate of six hundred thirty-seven dollars and fifty cents (\$637.50) for the purchase and cleaning of uniforms, clothing and equipment. When an Officer completes twelve (12) months of service within a month other than January or July, the Officer will receive allowance pro-rated to the next payment date.

Effective July 1, 2017, all Police Officers covered by this Agreement, and upon twelve (12) months of service, will be allowed an annual allowance of one thousand five hundred dollars (\$1,500.00) payable bi-annually at the rate of seven hundred and fifty dollars (\$750.00) for the purchase and cleaning of uniforms, clothing and equipment. When an Officer completes twelve (12) months of service within a month other than January or July, the Officer will receive allowance pro-rated to the next payment date.

Section 2. Uniforms or clothing damaged in the line of duty may be replaced upon written request to the Chief of Police. Upon determination by the Chief of Police that the request is proper and justified in accordance with this Article, the damaged item will be replaced without regard to the Police Officer's annual clothing allowance.

Section 3. Any Officer who completes twelve (12) years of continuous service with the City of Sand Springs may elect to have the clothing/cleaning allowance added to base wages. It is the responsibility of the Officer to notify the Chief of Police by inter-office correspondence when said Officer wishes to exercise this right, and this notification must be submitted thirty (30) days prior to the effective date.

Article 31
Destruction of Officer's Property

Section 1. The City agrees to replace or repair an employee's personal items that may become damaged, stolen or lost in the line of duty with an equivalent item up to a maximum of \$500.00 for any one (1) incident. These items are not limited to clothing or uniform items. Items damaged, stolen or lost by the employee's negligence shall not be replaced. The employee shall complete a claim form as provided by the employer for the replacement or repair of a damaged, lost or stolen item. In the event an employee's loss exceeds \$500.00, the employee may submit a claim for reimbursement to the Chief of Police, which shall be entitled to reasonable consideration. Damage to cell phones in the line of duty shall be limited to \$100.00.

Section 2. An Officer shall be required to provide the City with a written estimate of repair, replacement or reimbursement of the damaged, destroyed, stolen or lost personal property.

Section 3. An Officer shall also be required to submit to the Chief of Police a written statement concerning the circumstances surrounding the damaged, destroyed, stolen or lost personal property.

Article 32
Weapons

Section 1. All Police Officers covered by this agreement will be issued one sidearm.

Section 2. Weapons damaged in the line of duty will be repaired or replaced upon written request to the Chief of Police and approved by the City Manager.

Section 3. Weapons lost, stolen or damaged due to gross neglect of any Employee shall be replaced/repared at the personal expense of the Employee(s) responsible for the damage, loss or theft. The Employee to whom the weapon is issued shall be presumed to be the responsible party for such damage or loss in the event of an unsatisfactorily explained loss or damage.

Section 4. Except as otherwise provided herein, upon termination of employment, voluntarily or involuntarily, the Officer will return the weapon to the City prior to receiving the last compensation check.

Section 5. As additional compensation Officers, after serving a minimum of twenty (20) years in the law enforcement field, the last ten (10) years which shall be served with the Sand Springs Police Department, shall upon retiring from the Sand Springs Police Department be allowed to retain their issued sidearm.

Article 33
Vehicle Take Home Program

Section 1. The Employer agrees to allow qualifying regular full-time members of the bargaining unit to drive Police vehicles to and from work, with the following restrictions:

- a) The Officer must reside within 25 miles of the Police Department.
- b) All Officers hired after July 1, 2010, shall reside within the fence line of the City.

- c) The right to drive vehicles to and from work is subject to the availability of vehicles and is subject to modification upon budgetary restraints and negotiations with the F.O.P.
- d) Vehicles used as provided by this article shall not be used for personal, off-duty activities except to drive to and from second jobs wherein the vehicle will be located within the City limits of Sand Springs during the second employment.
- e) Any Officer participating in this program must carry a device, as authorized by the Chief, to provide for emergency contact, with response to emergencies as directed by the Chief.
- f) If an Officer participating in the take-home program resides within the City fence-line, the take home privilege will not be subject to modification (except for disciplinary reasons).
- g) An exception to any restrictions in this article may be made by the Chief of Police for the purpose of accommodating members who have special response responsibilities such as SWAT, MAITS or Meth Lab Cleanup. The Chief of Police will be the sole and final authority in regard to this provision.

Article 34 **Prevailing Rights**

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Police Department currently in effect on the effective 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.

Article 35 **Duration of Agreement**

Section 1. This Agreement shall be effective as of **July 1, 2016**, and shall remain in effect through midnight **June 30, 2018**.

Section 2. Provided however, this Agreement shall continue from year to year and be automatically extended for one year terms unless 15 days prior written notice of bargaining is given by either party.

SIGNATURE PAGE

CITY OF SAND SPRINGS

Mike Burdge, Mayor

Date:_____

ATTEST:

Janice Almy, City Clerk

APPROVED AS TO FORM:

David L. Weatherford, City Attorney

FRATERNAL ORDER OF POLICE

Kristie Behar-Dahl, President

Date:_____

ATTEST:

