



December 26, 2012

John Alberts, Mayor ~ Ward 2
Ken Smith, Vice Mayor ~ At-Large
Nick Grba, Council Member ~ Ward 1
Rick Opitz, Council Member ~ Ward 3
Michael McEachern, Council Member ~ Ward 4
Grayson Bottom, City Manager

City Council Agenda
December 26, 2012 - 6:00 p.m.
Council Chambers - Centennial Building
12 South Fifth Street, Yukon, Oklahoma

The City of Yukon strives to accommodate the needs of all citizens, including those who may be disabled. If you would like to attend this Council meeting but find it difficult to do so because of a disability or architectural barrier, please contact City Hall at 354-1895. We will make a sincere attempt to resolve the problem. If you require a sign-language interpreter at the meeting, please call or notify City Hall, 500 West Main, by noon, December 21, 2012.

Roll Call: John Alberts, Mayor
Ken Smith, Vice-Mayor
Nick Grba, Council Member
Michael McEachern, Council Member
Rick Opitz, Council Member

- 1. Consider approving the Collective Bargaining Agreement between the City of Yukon and The Fraternal Order of Police Lodge #173 , for the fiscal years 2012-2013 & 2013-2014.**

ACTION _____

- 2. Adjournment**

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF YUKON
AND
THE FRATERNAL ORDER OF POLICE
LODGE # 173**

FISCAL YEARS 2012-2013 & 2013-2014

ARTICLES OF CONTRACT INDEX

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- 4 - Grievance Procedures
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- 22 - Working Out of Classification
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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF YUKON
AND
THE FRATERNAL ORDER OF POLICE
LODGE # 173**

This collective bargaining agreement is entered into by and between the City of Yukon, hereafter referred to as "Employer," and the Fraternal Order of Police, Lodge #173, hereafter referred to as "FOP."

**ARTICLE 1
RECOGNITION**

Section 1. The Employer recognizes the Fraternal Order of Police, Lodge #173, as the sole and exclusive bargaining agent for those Employees in a unit consisting of all permanent, full-time police Officers employed by the Employer who hold commissions and who have the authority to execute warrants of arrest, hereafter referred to as "Employee," "unit member," or "member," but excluding the Chief of Police and his one designated administrative assistant, and excluding all Dispatcher and Office Clerical Employees.

ARTICLE 2 AUTHORITY AND TERM

Section 1. The Employer and the FOP, by these presents, reduce to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the FOP.

Section 2. This Agreement shall be effective on January 1, 2012 and shall remain in full force and effect until the 30 day of June, 2014. The parties agree that the monetary portions of the Agreement for FY 2013-2014 are subject to the appropriation of adequate and sufficient funds by the City at the beginning of the City's 2013-2014 fiscal year. In the event that the City is unable to or fails to appropriate adequate and sufficient funds by June 21, 2013, for the term of the 2013-2014 Agreement, the one hundred twenty (120) day notification period required by the Fire and Police Arbitration Act and the notice requirement set forth in Section 4 below will be waived and the City and the Union will immediately enter into good faith collective bargaining for the 2013-2014 fiscal year on monetary issues only, all other terms and conditions of the Agreement will remain unchanged. Any agreement reached on monetary issued will be effective as of July 1, 2013,. In addition, the parties agree that for FY 2013-2014, the Union may request to reopen bargaining on the issue of a possible cost of living increase only be giving written notice to the City no later than February 21, 2013, of its desire to bargain for a cost of living increase. All other terms and conditions of this Agreement to remain unchanged subject to the City appropriating adequate and sufficient funds as addressed above.

Section 3. For so long as the FOP remains the bargaining agent of the Employees covered by this agreement, upon request of either party, given not more than ninety (90) days and not less than thirty (30) days, before the expiration date of this agreement or as required in Section 4 below, the parties will meet at reasonable times and confer in good faith within ten (10) days from the receipt of such notice, for the purpose of negotiating a subsequent collective bargaining agreement. The first meeting pursuant to such notice shall be held not more than ninety: (90) days and not less than thirty: (30) days before the anniversary date of this agreement.

Section 4. Whenever matters requiring appropriations of monies by the Employer are included as matters of collective bargaining for a subsequent agreement, it shall be the obligation of the FOP to serve written notice of Request for Collective Bargaining upon the Employer on or before February 1st so that monies can be appropriated by the Employer to cover the subsequent contract period which is the subject of the collective bargaining procedure.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1. The FOP recognizes that the City has exclusive right to operate and manage its affairs and direct its work force in all respects in accordance with its responsibilities, and the power of authority which the City has not officially abridged, deleted, or modified by this agreement, is retained by the City.

Section 2. Nothing herein contained shall be construed or interpreted so as to infringe upon or remove the prerogatives of the City of Yukon to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority, nor shall the right to collective bargaining extend to such matters.

Section 3. The Employer retains the right, in accordance with the code and charter of the City of Yukon and applicable State laws as interpreted by the appropriate court:

- A. The City expressly reserves the right, at its discretion, to plan, direct, and control all operations relating to the Police Department, and to hire, discipline, suspend or discharge any member of the Yukon Police Department. The City shall not exercise any of its rights in an arbitrary or capricious manner, and the exercise of the City's rights under this contract shall be subject to review of the grievance and arbitration procedures.
- B. The City shall have the exclusive right to determine the source or sources from which new applicants for work in the Yukon Police Department shall be secured, and shall be the sole judge of qualifications of Employees for hiring with the City; subject to existing ordinances, state law, and the Grievance Procedures set forth in this Agreement.
- C. To maintain the efficiency of government operations entrusted to it.
- D. To determine the methods, means, and personnel by which its' operations are to be conducted; and to develop and implement departmental policies and procedures as appropriate.
- E. To take whatever action may be necessary to carry out the mission of the City in situations of emergency.
- F. Except as specifically modified by this Agreement, all the rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively and without limitation within the rights of the City.
- G. Mutual Responsibility - The City and the FOP agree that for the duration of this Agreement, neither the City nor its agents, nor the FOP nor its agents or members, shall discriminate against any Employee because of their membership or non - membership in the FOP.

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; the City of Yukon Policy on Equal Opportunities; and any amendments thereto, 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 4. The Employer may implement furloughs and /or merit freezes as an alternative to reduction in force measures as outlined in this contract, at any time of financial crisis, subject to the provisions of this Agreement.

ARTICLE 4 GRIEVANCE PROCEDURES

Section 1. Grievances contemplated by this article shall be defined as any controversy between the Employer and the FOP, or any Employee covered by this agreement, concerning the interpretation or application of any provision of this agreement, or concerning any of the terms or conditions of employment contained in this agreement. A grievance must be filed, if at all, within fifteen (15) normal business days, which are Monday through Friday (excluding weekends and holidays), of the incident giving rise to the grievance and shall be made in writing on the prescribed form.

NOTE: The fifteen (15) days start upon receipt of the written letter, reprimand or other form of discipline signed by all parties such as the Chief of Police and the City Manager and the member when there is written documentation that requires signature of all necessary parties.

NOTE: Where written responses to any step of the grievance procedures are required to be delivered to the employee and /or FOP, service may be accomplished by personal service or by signed receipt in memo form signed by the employee or FOP President or in his absence, any member of the FOP Executive Board.

Section 2. The bargaining agent, any member of the bargaining unit, Employee or the Employer may present a grievance. If the Deputy Chief has immediate supervisory responsibility, the member /employee will initiate Step One with him. The procedure of resolution of a grievance shall be as follows:

A. Step One — Deputy Chief

Step One is the initial action that is to be taken with respect to a written grievance. A grievance submitted in writing by or on behalf of any such member shall be submitted to the Deputy Chief. The Deputy Chief shall review the grievance and file a written response determining the grievance as approved or denied within ten (10) business days after receipt of the grievance, a copy of such response shall be personally delivered to the member submitting the grievance and on whose behalf the grievance was submitted. If the Employee, is not satisfied with the written response of the Deputy Chief, then they may proceed (advance to) Step Two of the grievance procedure within ten (10) business days after the date of the Deputy Chief's response and the Employee's receipt thereof.

B. Step Two - Chief of Police

Step Two shall be initiated if the Employee is not satisfied with the results of Step One, and elects to appeal the Deputy Chief's decision to the Chief of Police within the time limit prescribed above.

The Chief of Police shall investigate the matter and shall hold a grievance meeting within ten (10) business days after receipt of the grievance. Both the

Employee and the City shall have the right to call such witnesses as are necessary for investigation and explanation of the grievance. The Chief of Police shall file a written response to the grievance with the City Manager within ten (10) business days after receipt of the grievance, or within ten (10) business days after the date of the grievance meeting (whichever is later). A copy of such response shall be personally delivered to the member submitting the grievance and on whose behalf the grievance was submitted. The Chief of Police written response shall affirm, amend, or reverse the decision of the Deputy Chief or Captain. If the Employee is not satisfied with the written response of the Chief of Police, they may advance to Step Three of the grievance procedure within ten (10) business days after the date of the Chief of Police response and the FOP or the Employee's receipt thereof.

C. Step Three - City Manager

Step Three shall be initiated if the Employee is not satisfied with the results of Step Two and elects to appeal the Chief of Police decision to the City Manager within the time limit prescribed above.

The City Manager shall review the grievance, along with all pertinent information and correspondence to date. The City Manager may, at the Manager's discretion, schedule and hold a grievance meeting within ten (10) business days after receipt of the grievance. Either the City Manager or a designated representative may conduct this grievance meeting. Both the Employee and the City shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance.

- D. If the grievance is not settled in Step Three the grievance may, by mutual agreement of both parties, be submitted, within ten (10) business days, for mediation to a Mediator of the parties' choosing or to the Federal Mediation and Conciliation Services (FMCS). If the parties request federal mediation services, a mediator assigned shall assist in resolving the grievance at this level. The parties will each select one representative to present their respective party's 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 reached as a result of mediation. Each party shall present a summary of its position to the mediator; such presentation shall be limited to one hour per side. The presentation shall include a summary of the relevant facts. If, at the conclusion of the hearing, the parties have not settled the grievance, the mediator will advise the parties jointly that resolution was not achieved. He or she shall make no other report to the parties. The procedure set forth in this step shall not delay the procedure in Step Four unless mutually agreed to by both parties.

E. Step Four - Arbitration

If the decision of the City Manager does not satisfactorily settle the grievance, then the Employee and the FOP may request arbitration of the grievance by written request to the Employer within ten (10) business days following the FOP or Employee's receipt of the answer in Step Three. (NOTE: Employee may continue with or without FOP representation.)

NOTE: When a dispute arises where the Employer initiates a grievance against the FOP, the Employer may enter the grievance procedure at Step Three. When the FOP files a grievance against the Employer on behalf of all the members of the bargaining unit, the FOP may initiate the grievance with Step Three.

Section 3. Any grievance not presented within the time limit set forth above shall be forfeited and waived by the grieving party. The Chief of Police and City Manager shall provide the FOP and or Employee with a written response stating the grievance is approved or is denied.

Section 4. The jurisdiction for the Arbitrators shall be limited to the issues pertaining to the definition and intent of Section 1 of this Article.

Section 5. The arbitration panel shall consist of three (3) arbitrators. Within five (5) business days from the request for arbitration, the Employer and the FOP shall each name one (1) arbitrator. The two arbitrators so selected shall, within five (5) business days, select a neutral third arbitrator by mutual agreement. Failure of the arbitrator named by the grieving party to contact the arbitrator for the responding party within ten (10) business days of first notification shall be deemed an abandonment of the request for arbitration and the grievance shall be deemed withdrawn. In the event the two arbitrators are unable to mutually agree upon a third arbitrator, they shall make a request to the Director of the Federal Mediation and Conciliation Service to provide a list of seven (7) names of prospective arbitrators. Within five (5) business days after receipt of the list, the two arbitrators already selected shall alternately strike names until one (1) arbitrator remains, with the Employer making the first strike from the list. The third arbitrator selected shall chair the arbitration panel.

NOTE: Time limits surrounding the selection of the arbitration panel and the conduct of the hearing may be extended by mutual agreement of the parties.

Section 6. The decision of the arbitration panel shall be final and binding upon both parties. The arbitration panel must base its decision on the facts as ascertained by it, evidence entered at the hearing, and the terms of this agreement. It shall have no power to render a decision, the effect of which would change or modify any provision of this agreement.

Section 7. At any step of this grievance procedure, the Executive Board of the local FOP shall have the authority to decline to process a grievance, complaint, or dispute that lacks merit or lacks jurisdiction under the terms of this agreement to the satisfaction

of the local FOP's Executive Board. The grievant shall retain the right to process the grievance pursuant to this Article.

Section 8. The fees and expenses for the neutral arbitrator shall be borne equally by both parties. Any separate expenses incurred by the FOP will be borne by the FOP, and any separate expenses incurred by the Employer will be borne by the Employer.

ARTICLE 5
PROHIBITION OF STRIKE

Section 1. The Employees covered by this agreement shall have no right to engage in any work stoppage, slowdown or strike.

ARTICLE 6 WAGES

Section 1. All matters pertaining to wages of Employees during the term of this agreement shall be governed by the Police Pay Plan, which is attached hereto, marked "Attachment A," and made a part of this agreement as if set out in its entirety and subsequent articles of this Agreement.

Section 2.

A. The Employer shall establish written standards of performance (standards of performance) against which each Employee's job performance shall be measured and upon which each Employee's merit raise shall be awarded (job evaluation), and a written system for awarding merit increases based upon the job evaluation scores of all the Employees (awards system). To assist the evaluator with the Employee's evaluation, the City shall establish a standardized evaluation grading scale, which shall include all evaluations of Employees covered by this agreement.

B. Both the standards of performance and the awards system shall be posted on the bulletin boards of the Police station.

C. Each Employee shall be entitled to see his job evaluation and the award system, reflecting the job evaluation scores of all Employees.

D. Each Employee's job evaluation shall be made in the sole discretion of the Employer.

E. Each employee shall receive compensation equal to 1/52 of his or her annual salary, in accordance with Attachment A., payable on his or her birthday, effective July 1, 2000.

Section 3. The Employer agrees to pay the amount stated below to each Employee in accordance to the shift that the Employee has been assigned, to -wit:

Night:	Pay plus fifty (50) cents per hour
Day:	Straight pay
Evenings:	Pay plus fifty (50) cents per hour

Individuals assigned to a shift will be paid according to the pay differential paid to that shift. Individuals on leave will still be paid whatever prevailing wage is for the shift to which he is assigned. When an individual is on Light Duty, in accordance to Article 33, and working normal business hours, Monday through Friday, they will not be paid a shift differential.

ARTICLE 7 COURT TIME/TRAVEL TIME

Section 1. All time which an Employee spends traveling to and from Municipal or District Court or a Department of Public Safety Administrative hearing, and the time spent in attendance at court (i.e.: City, state, federal, or Department of Public Safety hearings), while the Court is in session at the trial of the case at which the Employee is required to attend, shall be paid for at the Employee's regular hourly rate. If such time is outside the Employee's regular shift or on his /her regularly scheduled days off, and the Employee's attendance is required either by the Employer or by subpoena, he will be paid for a minimum of two (2) hours, at one and one-half (1 ½) times the Employee's regular hourly rate. If an employee is on duty and his regular shift ends while in attendance at Court, the employee will be paid at one and one-half (1 ½) times the employee's regular hourly rate for that time after the regular shift ended. Upon request, Employee shall provide written verification of necessity of attendance.

Section 2. Dividing the Employee's annual salary by 2,080 shall derive hourly pay.

Section 3. Employee shall be compensated for travel time to attend approved training. A total of one hour travel time (thirty minutes to and thirty minutes from) an approved training class within the Oklahoma City metro area shall be compensated at the employee's regular rate. Upon request, Employee shall provide written verification of class hours.

Section 4. Probationary employees attending CLEET Training in Ada will be paid seventy five dollars (\$75.00) per week for travel.

ARTICLE 8 VACATION LEAVE

Section 1. Each Employee shall earn vacation leave time as follows:

- A. Employees with less than five (5) years of continuous service with the Employer shall accrue thirteen (13) days of vacation per year, beginning with the first full month of service (4 hours per pay period).
- B. Employees with more than five (5) and less than ten (10) years of continuous service with the Employer shall accrue sixteen (16) days of vacation per year, beginning with the first full month of service (4.92 hours per pay period).
- C. Employees with at least ten (10) years, but less than fifteen (15) years of continuous service with the Employer shall accrue nineteen (19) days of vacation per year (5.85 hours per pay period).
- D. Employees with at least fifteen (15) years of continuous service with the Employer shall accrue twenty-five (25) days of vacation per year (7.69 hours per pay period).

Section 2. The maximum amount of vacation leave that may be accrued by an Employee shall be as follows:

- A. A maximum amount of twenty-four (24) days of vacation leave may be accumulated during the first five (5) years of employment.
- B. A maximum amount of thirty (30) days of vacation leave may be accumulated by an Employee with at least five (5) years, but less than ten (10) years of employment.
- C. A maximum of thirty-six (36) days of vacation leave may be accumulated by an Employee with at least ten (10) years, but less than fifteen (15) years of service.
- D. A maximum of forty-eight (48) days of vacation leave may be accumulated by an Employee with fifteen (15) or more years of service but less than twenty (20) years.
- E. A maximum of 500 hours of vacation leave may be accumulated by an Employee with at least twenty (20) years of service.
- F. Provided adequate manpower is available, an Employee may take vacation leave by providing the Employer with forty-eight (48) hours' notice and shall take vacation time in increments of not less than two (2) hours.

G. The Employer shall note on each paycheck stub the current amount of vacation and sick leave due to each Employee.

ARTICLE 9 FOP BUSINESS LEAVE TIME

Section 1. Members of the Fraternal Order of Police designated by the President to attend or conduct official F.O.P. business shall be provided a total of One Hundred Sixty: (160) hours of compensated leave time (not to include contract negotiations) during the term of this agreement. If the FOP has a member serving on the National FOP or Oklahoma State FOP and /or FOP Labor Council Executive Board, the FOP will receive an additional sixty (60) hours of compensated leave time. The F. O. P. must give at least twenty-four (24) hours' notice to the Employer before the time will be compensated, provided that adequate manpower is available, as approved by the Chief of Police. If during the course of negotiations, a negotiation sessions lasts more than four (4) hours, employees required to work a shift within four (4) hours of the end of the negotiations session, will be allowed to take FOP leave without providing twenty-four (24) hours notice to the Chief of Police, provided the shift is otherwise adequately staffed.

Section 2. Each of the parties shall be limited to the following negotiation committees:

One Chief Spokesman
One Note Taker
Two General Members

Only two (2) members of the FOP committee shall be paid if on duty.

Section 3. Each party may have alternates who may attend negotiating sessions if one of the regular members is absent, except for the chief spokesman who shall not be excused except in cases of emergency.

Section 4. Documentation of any education received by a member while on FOP leave shall be provided to Employer within ten (10) days of receipt.

ARTICLE 10 HEALTH AND DENTAL COVERAGE

Section 1. Health insurance coverage shall be available to each Employee and his or her dependents through the City from the insurance company currently under contract to provide such insurance.

Section 2. Dental insurance coverage shall be available to each Employee and his or her eligible dependent(s) through the City from the dental insurance company under contract with the City to provide such coverage.

Section 3. Health coverage shall also be available to each Employee and his or her dependents through the City from the health insurance provider currently under contract to provide such coverage.

Section 4. The Employer shall pay 100% of the cost of the health and dental coverage for each Employee and 100% of the cost of dependent dental coverage for each Employee, provided the Employee elects to take dependent health insurance coverage.

Section 5. For those members enrolled for family coverage the City will deduct the amount of Ninety dollars (\$90.00) from each pay check for the period of January through June of 2013 and will deduct the amount of One Hundred Eighteen dollars (\$118.00) from each pay check for FY 2013-2014. Those members not utilizing the family coverage will not receive any additional funds to the "Share the Savings" incentive.

Section 6. Retired employees and their dependents will be allowed to continue to participate in the group health and dental insurance programs up until they reach the age of sixty -five (65). The retired employee will be required to pay 100% of the total premium, plus a 15% administrative fee. The retired employee and their dependents must be covered under the insurance program prior to retirement, comply with all provisions of the program, and if the retired employee is covered by Medicare coverage they may participate in the employers insurance program. However, Medicare will be considered their primary coverage and the Cities will be considered their secondary coverage.

ARTICLE 11 UNIFORM CLEANING ALLOWANCE

Section 1. The parties have negotiated regarding a separate payment to employees for uniform cleaning allowance. An amount has been included in the pay plan, "Attachment A," instead of a separate payment to employees. The parties agree that there shall be no payment made to employees for uniform cleaning allowance.

Section 2. Employees hired, as Police Officers shall be provided uniform items as listed in "Attachment B" of this contract upon hire.

Section 3. Seasonal uniform items as listed in "Attachment B" of this contract shall be provided to Employees on an as needed basis. Should the Department, by order of the Police Chief, change from one seasonal uniform to another, the Employer shall provide affected Employees with necessary uniform items to comply with the Chief's order.

Section 4. The Employer shall replace all uniform items listed in "Attachment B" of this contract as they become worn beyond use, destroyed while in performance of duties for the Yukon Police Department, or damaged beyond repair while in the performance of duties for the Yukon Police Department. All uniform items to be replaced shall be turned in to the Employer upon receipt of the replacement item. Uniform items destroyed or damaged by Employees while not in the performance of their duties for the Yukon Police Department shall be replaced at the expense of the Employee.

Section 5. The Employer reserves the right to outfit all Employees with uniform items it has in stock. Upon separation from employment with the Employer, Employees shall return all uniform items purchased by the Employer to the Employer, which has not been turned in previously.

Section 6. Non-uniform (Detective) Employees shall receive \$1000.00 per fiscal year for purchase of clothing used in the performance of duties for the City of Yukon. Sections Two (2), Three (3), and Four (4) shall not apply to non - uniformed Employees. Employees who separate from employment for any reason with the Yukon Police Department shall not be required to turn in non - uniform clothing items. They shall, however, be required to turn in all uniform items listed in "Attachment B" of this agreement that were issued to them. For Internal Revenue Service purposes, the non-uniform employees understand the \$1000.00 received may be reported as additional income received. Receipts for the purchase of clothing pursuant to this article shall be provided to the employer. The Chief of Police may establish a required dress code for non - uniformed employees.

ARTICLE 12

LOST OR DESTROYED PERSONAL PROPERTY

Section 1. The Employer will pay to an Employee 90% of the value of any watch, corrective lenses or weapon which is stolen, lost, damaged or destroyed in the line of duty and not due to the negligence of the Employee, up to a maximum of \$500.00 per Employee per item.

Section 2. All items stolen, lost, damaged or destroyed in the line of duty, which are covered by insurance, shall be compensated only after a settlement has been received from the insurance company. At that time, the Employer shall pay to the Employee 90% of the uncompensated balance, up to a maximum of \$500.00.

Section 3. The Police Chief or his designee in writing must approve all personal property used while on duty for use in order to be covered by this article.

ARTICLE 13 BULLETIN BOARD

Section 1. The FOP may install, at its own expense, one bulletin board on space provided by the Employer. The use of the bulletin board shall be limited to FOP notices and other official FOP business. Any unauthorized material appearing on the bulletin board will be removed by FOP Officers upon request by the Employer, or may be removed by the Employer after having conferred with the FOP representative. Twenty-four hour access will be provided to both parties.

ARTICLE 14 OVERTIME/CALLBACK TIME

Section 1. All time which an Employee is required to work outside the Employee's regular shift, and in excess of one hundred sixty (160) hours in any 28 day work period, shall be considered overtime and shall be compensated as specified in Section Three (3) of this article, in compliance with Fair Labor Standards Act.

Section 2. A minimum of two (2) hours shall be allowed for any Employee who is called back to work after completing a regular shift, or when on his or her own scheduled days off.

Section 3. Compensation for overtime shall be in the form of compensatory time at the rate of one and one half (1 1/2) hours for each hour worked, OR cash payment at the rate of one and one half (1 1/2) times the Employee's regular hourly rate of pay. Each Employee will select their option.

Section 4. Once compensatory time is selected, it may only be converted to pay upon separation from employment. A maximum of eighty-eight (88) hours compensatory time may be accrued.

Section 5. Scheduled overtime shall be worked only by written authorization of the Shift Supervisor, subject to approval by Chief of Police. Special events, such as Czech Day, Fourth of July, Chisholm Trail Festival or any known scheduled events requiring employees to work on regularly scheduled days off to accommodate a special event, shall be compensated as specified in Section Three (3) of this article. Regular scheduled days off shall be defined as approved and scheduled vacation, holiday, or compensatory time and normal scheduled days off throughout the rest of the year, (i.e.) during six months rotation normally have Thursday and Friday off, then to accommodate a special event, the employee is required to work on Friday this would be covered as in Section Three 3.

Section 6. For emergency call back, the City's new Connect-CTY notification system will be used to notify all officers at once. The first officers that would call in and accept the overtime would be given the positions depending upon the number required. For shift coverage, when shortages are known in advance Officers assigned to that shift will be offered overtime assignments first.

ARTICLE 15 HOLIDAYS

Section 1. The Employer recognizes the following as paid holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- Floating Holiday

Section 2. When a holiday falls on a regularly scheduled day off or vacation period, or when it is necessary to schedule work on the holiday, then compensatory time off will be scheduled by the shift supervisor and approved by the Police Chief.

Section 3. Any employee who works a shift on a holiday will receive compensation at time and one-half (1 ½) his regular rate for the time actually worked plus eight (8) hours time off to be used at a later date. An employee credited with time off under this section will be allowed to carry a maximum of twenty-four (24) hours of holiday time accrued under this section during the fiscal year. The employee will be required to make a concerted effort to take all accrued holiday time earned under this section by the last quarter of the fiscal year in which it is accrued. In the event the employee requests to take the time off and his request is denied due to staffing needs, the employee may carry over up to twenty-four (24) hours of holiday time earned under this section into the next fiscal year. The employee will be expected to schedule these hours during the first quarter of the next fiscal year. If the employee is unable to take the leave due to manning issued, the employee will be paid for the unused holiday leave during the next pay period following September 30th of the new fiscal year.

Section 4. Officers that are scheduled to work on Christmas and Thanksgiving holidays will receive pay at two times (double time) their regular pay and eight (8) hours time off to be scheduled at another time (in the 28 day work period if possible).

ARTICLE 16 DUES CHECK OFF

Section 1. The Employer agrees to deduct regular monthly Union dues from earned wages of those Employees who are members of the FOP. The deduction shall be made from each paycheck in an amount certified to be current by the Secretary/Treasurer of the Local FOP. A check for the total deductions will be mailed to the Treasurer of the FOP no later than fifteen (15) calendar days after the deductions are made. Fifteen (15) days prior to the first payroll deduction of FOP dues, the Employee shall individually sign an authorization card provided by the FOP and approved by the Employer, authorizing that the stated monthly dues deduction be made. The payroll deduction shall be revocable by the Employee notifying the Employer in writing. The FOP shall be notified of any revocation.

Section 2. The Employer will deduct only Union dues from the Employee's paycheck and will not deduct initiation fees, special assessments, fines or any other deductions other than for dues. In the event of an increase or decrease in Union dues, the FOP will give the Employer thirty (30) days' written notice of the amount of such change in order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an Employee is not sufficient to cover the amount deducted.

Section 3. The Employer will provide the FOP Treasurer with a detailed report showing individual Employee's name and deduction amount at the time of payment.

Section 4. All deductions will be for the month in which they are taken. The FOP will refund all deductions refundable at the time of termination or resignation. The Employer shall not be responsible for errors. In the case of an error or improper deduction made by the Employer, an adjustment shall be made between the FOP and its member.

Section 5. The FOP shall indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deductions of FOP dues.

Section 6. The FOP shall pay the Employer five and one -half percent (5 1/2 %) of the dues deducted or \$1.30 (one dollar and thirty cents) per deduction; whichever is greater, as administrative costs.

ARTICLE 17
CONFLICT WITH OTHER PROVISIONS

Section 1. In the event any provision of this agreement is different than or in conflict with any other employment provision or policy set by the Employer, then this agreement shall apply to the Employees covered by this agreement.

ARTICLE 18 SAVINGS CLAUSE

Section 1. Should any article, section or portion of this agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision, and upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated article, section, or portion thereof.

ARTICLE 19 NEGOTIATIONS DURING TERM OF AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make requests and proposals with respect to any subject or matter in the area of proper and legal collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the FOP, for the life of this agreement, each voluntarily and unqualifiedly, waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter pertaining to the employment relationship between the Employer and Employees covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of any or all of the parties at the time that they were negotiated or the time this agreement was signed.

Section 2. Without limiting the waiver set forth in Section 1 of this article, and without compulsion to arrive at any agreement, the parties agree that the City Manager or his designee and a representative of the Employees will meet, upon request from either of those persons, not more frequently than once each calendar month and for not longer than two (2) hours for the purpose of discussing the administration of the terms of this agreement. For the purpose of the Agreement, consultation is defined as mutual discussion of matters appropriate for consultation, which are within the discretion of the parties in an effort to reach mutual understandings, receive clarification and/or information affecting Employees covered by this agreement.

Section 3. The parties recognize the rights and obligation pursuant to title 11 O.S. 51-111 commonly referred to as "prevailing rights."

Section 4. The Employer agrees to serve written notice to the FOP if modification to the policies is required due to changes in Federal or State regulations, statutes, or by decisions rendered by Courts having jurisdiction. The notification will allow for meetings and conference sessions. The notifications will be made ten (10) business days after receipt of the regulations or statutes that affect the required changes.

ARTICLE 20 LONGEVITY

Section 1. The City of Yukon shall establish a longevity pay system for eligible unit members to begin with the effective date of this agreement.

Section 2. All members who have forty- eight: (48) months or more of continuous service to the City of Yukon shall receive an annual payment at the rate of \$13.00 per month of- service.

Section 3. Each eligible member shall receive his or her longevity payment once annually, during the month containing his or her anniversary date of hire.

ARTICLE 21 INCENTIVE PAY

Section 1.

A. Members employed by the City on July 1, 2002 who have earned a degree or are currently and actively enrolled in a degree program from any accredited college shall receive educational incentive pay as follows upon presenting proof of completion of the degree to the employer:

Associate Degree	\$600
Bachelor Degree.....	\$1200
Master Degree.....	\$1800

B. Members employed by the City after July 1, 2002 who have earned a degree from any accredited college, and members who begin pursuing a degree program after July 1, 2002 from any accredited college, shall receive educational incentive pay as follows upon presenting proof of completion of the degree to the employer.

Associate Degree	\$400
Bachelor Degree.....	\$500
Master Degree.....	\$600

If the degree is related to the member's employment with the City of Yukon, as determined by the City Manager or his designee, the educational benefit shall be:

Associate Degree	\$800
Bachelor Degree.....	\$1400
Master Degree.....	\$2000

If member possesses a minimum of 60 credit hours related to the member's employment, he shall receive an educational benefit of \$800.

The Employer will pay for only one degree at each level and will pay only the bonus for the highest -level degree earned during the term of this agreement.

Section 2. Credits for each degree must be from an accredited college or university equal to those accredited by the North Central Accrediting Agency.

Section 3. Payment for educational incentive will be made in October of each fiscal year. Payment will be made by separate check.

Section 4. Employees who meet the following criteria shall receive an incentive payment of \$100.00 per fiscal year, to be paid by separate check in March, 2007, any member who holds more than one of the listed or approved rating shall be paid the \$100.00 plus \$50.00 for any additional area of instruction:

- A. Specific designation by the Chief of Police; and
 - 1. Certified C.L.E.E.T. instructor; or
 - 2. Certified instructor of any agency approved in writing by the Chief of Police; or
 - 3. Intoxilyzer Specialist

Section 5. Copies of certifications set forth in Section 4 shall be on file with the Personnel Department prior to any payment.

Section 6. The City shall pay to all Employees who are certified as an Emergency Medical Technician (EMT) an incentive pay of \$650.00 per year. Copies of current state license certifications for EMT shall be on file with the Personnel Department prior to any payment.

Section 7. The City of Yukon recognizes that educational development encourages upward mobility and allows Employees to grow and develop in their present position.

- A. The maximum amount the City will reimburse tuition expended by an Employee is not more than Two thousand five hundred dollars (\$2,500.00) per fiscal year.
- B. Employees will be eligible for tuition reimbursement under the following guidelines:
 - 1) Tuition refunds will be granted only to full time Employees who have completed at least one (1) year of service prior to the date on which the course begins.
 - 2) Courses must be offered by accredited institutions.
 - 3) Courses must contribute toward the Employee's declared major or job performance related. Employee's declared major shall be directly related to Law Enforcement and a degree plan shall be submitted prior to any reimbursement.
 - 4) A GPA of 2.0 will receive 50 %, A GPA of 2.5 will receive 75% and a GPA of 3.0 will receive 100% of the amount in Section 8 A.
 - 5) Professional development reimbursements for ninety percent (90 %) of books and tuition, subject to available funding and statement of tuition costs and receipts.
- C. The resignation or discharge of an Employee automatically terminates their eligibility for benefits.
- D. If an individual obtains a degree that was paid for under this program, they are required to remain employed by the Yukon Police Department for at least three years. If they leave earlier than that they will be required to pay back the tuition reimbursement paid on their behalf beginning July 1,

ARTICLE 22 WORKING OUT OF CLASSIFICATION

Section 1. Any Sergeant or Lieutenant who has worked at the higher classification of Supervisor will be paid fifteen dollars (\$15.00) for every day worked at the higher classification in addition to their regular pay. Working out of classification means performing the duties or assuming the responsibilities of a higher ranking officer or position due to the absence of the officer. (Excluding regular scheduled days off, including vacations.)

Section 2. Any Corporal who has worked at the higher classification of Supervisor will be paid fifteen dollars (\$15.00) for any time worked at the higher classification in addition to their regular pay. Working out of classification means performing the duties or assuming the responsibilities of a higher ranking officer or position due to the absence of the Supervisor. (Regardless of regularly scheduled days off)

Section 3. Only Corporals that are on the eligibility list for Sergeant shall work out of classification. The chief of Police may authorize a Corporal not on the current eligibility list to work out of classification on a limited basis.

ARTICLE 23 FIELD TRAINING OFFICER

Section 1. Any time during the term of this agreement that a rookie Officer in the Field Training Program spends an entire shift with a Field Training Officer, and a daily observation report is completed, such Field Training Officer shall receive fifteen dollars (\$15.00) for the shift as compensation for the additional training duties. Payment shall be included in the regular paycheck.

Section 2. The Employer will announce any vacancies that occur in the position of Field Training Officer (FTO). Officers may submit applications to fill these vacancies within a reasonable time to be announced by the Employer.

All applicants for position of FTO must have a combination of three (3) years experience as a Patrol Officer that may include one (1) year prior experience with another agency and 2 years with the Yukon Police Department. Applicants can have no suspensions or disciplinary probationary action in the last year. Applicants must have the supervisor's recommendation for the position he or she is applying for. All applicants must have the ability to attend and complete basic instructor development school, and the ability to attend and complete the required certification schools for the position in which they have applied. FTO must also have the ability to pass a test or tests that are determined to be appropriate and applicable for the position applied for. The Chief or his designee will administer the test or tests. After meeting and completing the above requirements, the applicant will attend and complete an oral review board selected by the Chief of Police or his designee as per policy regarding board selection in the area of FTO Officers. All applicants for the position of FTO must hold the rank of Corporal or Sergeant with the Yukon Police Department.

Section 3. The Field Training Officer may be removed by the Chief of Police if they do not perform up to standards in the Field Training program when instructing new officers, subject to grievance procedures.

Section 4. All Field Training Officers will be given a copy and instructed on training standards expected from them while training new officers.

Section 5. At the discretion of the Chief of Police, a Supervisor maybe used in an emergency situation.

ARTICLE 24 DISCIPLINE AND DUE PROCESS

Section 1. GENERAL

A. The Chief of Police shall establish and maintain a system for the receipt of, investigation and determination of complaints against Police Officers covered by this agreement that he receives from any person.

B. All members of the Yukon Police Department are subject to an internal investigation at the discretion of the Chief of Police when there is written documentation, which tends to indicate that an Officer may have violated an established City or Department Policy or procedure. The City of Yukon may make inquiry into matters, which come to its attention, which, if true, may be a violation of established City or Department Policy or Procedure, State or Federal law, when no written document exists.

C. Any Employee under an internal investigation who willfully provides false information to the investigating Officer shall be subject to disciplinary action up to and including discharge.

D. In order to properly delineate and protect the rights and responsibilities of the members of the Yukon Police Department with regard to disciplinary action which may affect wages, demotion or dismissal such investigation shall be conducted in a professional manner as set forth below.

E. Whenever a Police Officer is under investigation and is subject to interrogation for any reason (except a criminal investigation), which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

Condition (i): The interrogation shall be conducted at a reasonable hour, preferable when the Officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.

Condition (ii): The interrogation shall take place at the Yukon Police Department or at a location that is mutually agreed upon by both parties.

Condition (iii): The Officer under investigation shall be informed of the name of the person conducting the investigation and all persons present during the interrogation. All questions directed to the accused Officer shall be asked by and through one interrogator at any one time.

Condition (iv): Interrogation sessions shall be for reasonable periods of time and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

Condition (v): The Officer under investigation shall not be subjected to offensive language or threatened with disciplinary action or dismissal. No promise or reward shall be made as an inducement to answering any questions. This provision does not, however, prevent the City or its agents from informing the Officer of the seriousness of the charges made against them.

Condition (vi): Either party may, at that party's sole expense, tape record the formal interrogation and at no time will there be unrecorded questions or statements. However, prior to the interrogation, an agreement may be reached by both parties that certain questions or statements for points of clarification may be unrecorded. F.

Employees who have been recommended for action affecting their wages shall be permitted to remain at work unless the Chief of Police feels such would be disruptive to the operation of the Department, in which the Employee may be suspended with pay through Step Three of the grievance procedure found in Article 4 of this contract. In making this decision, the Chief of Police shall confer with the affected Employee, at the affected Employee's request and give consideration to any feelings or opinions they have regarding their situation.

Section 2. CITIZEN'S COMPLAINT

A. Any citizen's complaint alleging serious wrongdoing on the part of any member of the Yukon Police Department covered by this agreement which may be the basis for disciplinary action, demotion, or dismissal, shall be taken under oath in the form of an affidavit, signed, sworn to by the complainant, and duly notarized.

B. The Officer being investigated shall be notified of the complaint and provided with copies of any sworn statements, unless allegations involve criminal misconduct that comes within the provisions set out below.

C. The accused Officer shall meet with the Chief of Police or his designee to discuss the contents of the complaint and shall cooperate fully with any investigation that is undertaken. The accused Officer shall have the right to have legal and /or FOP representation during this discussion. The accused Officer shall also submit a written statement responding to the allegations against him or her.

D. Any interrogation of the accused Officer, if required, shall be conducted in a reasonable manner and shall not commence until the Officer has received notice in writing as stated above. The investigating Officer shall threaten no Officer with punitive action or demotion. Except in the case of a criminal investigation, the accused Officer shall be given twenty-four (24) hours' notice before any interrogation is conducted.

E. If any witness statements are obtained as a part of the investigation, the accused Officer shall be furnished with copies (except in criminal investigations). Any disciplinary action arising from a formal complaint shall be administered within five (5) administrative workdays from the date the investigation is completed. The Chief of Police upon completion of the investigation shall notify the accused Officer of the results of the investigation.

F. If criminal charges are not filed, then the Employee who has been the subject of the investigation shall have the right to obtain copies of all investigative materials, not otherwise protected by law by requesting them in writing, from the Chief of Police.

Section 3. OTHER SOURCES OF INFORMATION

A. Allegations not the result of a citizen's complaint involving violation of any departmental rule regulation or policy shall be made in writing within five (5) business days from time assigned for investigation with sufficient specificity to fully inform the Officer of the nature and circumstances of the violation, in order that he or she may properly defend him or herself.

Section 4. CRIMINAL INVESTIGATION

A. If an Officer is arrested or likely to be arrested or is a suspected in any criminal investigation, he or she shall be accorded the same constitutional rights as are accorded to any citizen.

ARTICLE 25 SUBSTANCE ABUSE TESTING AND TREATMENT

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

Field Code Changed

Section 2. Effective Date: This policy will be effective ten (10) days after official posting at the Police Department and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 3. Application: This policy applies to all Police Department employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §551 *et. seq.* (the "Act") as amended.

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

Section 5. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- 5.1 Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- 5.2 Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;
- 5.3 Receipt of a credible report of drug or alcohol use by an employee while at work;
- 5.4 Information that an employee has tampered with drug or alcohol testing at any time;

5.5 Negative job performance patterns by the employee; or

5.6 Excessive or unexplained absenteeism or tardiness.

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

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

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

Section 7. Random Testing: The City may, at various times, require any member or all members of the bargaining unit to undergo drug or alcohol testing at random.

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

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

Section 10. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, illegal steroid or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 11. Methods and Documentation: Collection, storage, transportation, testing facilities and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

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

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

Section 12. Costs: The City is responsible for all costs associated with drug or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within twenty-four (24) hours of receiving notice of a positive test result in order to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 15. Confidentiality: The City will treat all test and all information related to such test, as confidential materials. All records relating to drug testing will be

kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City' Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

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

Section 16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test.

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

16.2 Employees who have tested positive, and who have been offered the opportunity to participate in a rehabilitation program in lieu of termination of employment, will not be allowed to return to work until they can provide a verified negative "return to work" test from a City approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee ~~may request permission~~ will be allowed to use accrued sick leave, compensatory time and vacation leave. An employee may request a "return to work" test no sooner than two weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.

16.3 In the event the City does not terminate the employment of an employee who has a positive test result, the employees who enters a rehabilitation

program after the positive test results will be permitted to do so only once. Any future recurrence for abuse with the same or any other substance will result in termination of employment.

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

Section 17. Prohibitions: No employee may report for duty within four hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol nor use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 18. Responsibilities of Individuals: In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

18.1 Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.

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

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

ARTICLE 26 SICK LEAVE

Section 1. Upon retirement from employment with the City of Yukon under Social Security, Worker's Compensation, Oklahoma State Police Pension, or Oklahoma Municipal Retirement Fund, and where the person retiring shall actually begin receiving retirement benefits within sixty (60) days, the City shall pay the Employee for 100% of accrued sick leave, through the date of retirement, at 75% of their final hourly rate of pay. Such payment shall be made by separate check.

ARTICLE 27 SHIFT ASSIGNMENT

Section 1. An Officer will not be involuntarily reassigned to a different shift more frequently than once every one hundred eighty (180) days, unless the purpose of the reassignment is to fill a permanent vacancy or temporary absence.

Section 2. When the Employer implements an involuntary reassignment of shifts, all Officers will be included in the reassignment except the following:

A. Officers who must necessarily remain on their present shift in order to pursue a course of education which qualifies under the program set forth in Article 21 of this agreement.

B. Officers who must necessarily remain on their present shift to accommodate the non-reassignment of Officers described in (A) and (B) above, or who are protected from involuntary transfer due to a prior involuntary transfer within one hundred eighty (180) days.

C. Officers who, because of family matters or other interests and who desire to work on a shift, may request of the Chief of Police a permanent assignment to that shift. Assignments, if approved, will be made on a seniority basis.

Section 3. Shift assignments will be made on a voluntary basis, in accordance with Article 30. Officers will be allowed to request shift placement and will specify their first, second, and third preferences. Officers not granted their first preference during the immediate rotation may be granted their first preference on the subsequent rotation. Officers may be permitted to change shifts, provided they are able to find an Officer of equal rank to accommodate the shift, and subject to the approval of the Chief of Police.

Section 4. The Employer will determine the rank structure on all shifts. Minimum manning (staffing) levels will consist of one supervisor and three full time Police Officers, except in cases of emergency. The supervisor shall be in uniform, working the street and taking calls for service. Minimum manning (staffing) levels will be reduced to a minimum of one supervisor and two full time officers should a shift fall below eight total officers due to an officer being placed on administrative leave, termination of an officer, an extended injury leave, sick leave (exceeding five (5) days), or an officer being assigned to a special assignment or training (exceeding five (5) days). When the staffing level of a shift falls below the eight officers, the Chief of Police may balance the staffing levels on the shift through volunteers. However, if no one volunteers the Chief of Police may assign an officer to work on the shift which does not have the minimum staffing. The chief may assign an officer starting with the lowest seniority until the manning level on each of the shifts can be returned to the minimum of eight officers. An officer will only be assigned involuntarily to a shift under these circumstances once during a six month shift rotation. If a second need arises then the next lowest officer in seniority will be assigned.

A. Reserves and part-time Officers will only be used to supplement these manning levels, except in cases of emergency when reserves and part-time Officers may be used to meet minimum manning levels.

B. Captains may be required to work at least one Saturday per month.

C. Lieutenants and sergeants shall have one (1) weekend day off as their regularly scheduled days off. Scheduled days off will be Friday, Saturday, Sunday, and Monday. The Lieutenants will have their choice of which set of days off they want for a shift rotation.

Section 5. An Employee and the Employer may mutually agree to waive the one hundred eighty (180) days assignment.

Section 6. Employees should not be required to work more than forty-eight months without a change in shift. However, in order to accommodate special assignments and educational pursuits, upon request by the Employee and approval of the City Manager or his designee, an employee may be allowed to work more than forty-eight months on one shift.

Section 7. All shift reassignments should commence on January 1 and July 1 or to the closest beginning of a new 28 day work schedule.

ARTICLE 28 ANNUAL TRAINING

Section 1. Subject to the exceptions noted in Section 2 below, each Officer shall receive at least forty (40) hours training each fiscal year, of which twenty four (24) hours shall be C.L.E.E.T. certified.

Section 2. The following exceptions shall apply to the annual training:

A. Employees shall not be allowed to retake courses of instruction, unless the first attempt resulted in failure or no credit, or unless required by C.L.E.E.T.

B. Employees shall not be allowed to pursue a course of instruction below the level for which they currently qualify.

C. Employees shall not be allowed to participate in annual training if the needs of the department will not allow the loss of manpower, as determined by the Chief Of Police and /or City Manager.

Section 3. If a member desires to pursue training at his /her own expense that falls outside exceptions A and B above, he or she may do so if approved by the Chief of Police.

ARTICLE 29
AMERICANS WITH DISABILITIES and FAMILY LEAVE

Section 1. Those policies so stated in the personnel manual accepted by the City Council of the City of Yukon shall comply with the ADA and FMLA.

ARTICLE 30 SENIORITY

Section 1. Seniority shall be determined as between two or more Employees by the highest rank. When two (2) or more Employees are of the same rank, seniority shall be determined by the length of service within 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 full time service as a Police Officer with the Yukon Police Department. Police Officers not holding rank shall determine seniority by their dates of hire with the City of Yukon.

Section 2. Except where impractical due to skill levels of Officers, or where special working conditions exist which would preclude certain Officers from working specific shifts or days, and considering manning levels (in which cases the ruling of the Chief of Police shall be final), subject to the grievance process), seniority shall be the factor to be considered by the Chief of Police in determining the priority of each Employee to:

- A. Elect which shift they wish to work;
- B. Time when annual vacation is granted;
- C. Regularly scheduled days off;
- D. First choice as to which of the following three holidays they shall be off:
 - 1) Thanksgiving
 - 2) Christmas
 - 3) New Year's

Section 3. 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

**ARTICLE 31
DETECTIVE DIVISION**

Section 1. Rotational assignment to Detective Division shall be made by the employer.

ARTICLE 32 FIREARMS INCENTIVE

Section 1. Firearms Incentive pay shall be paid to each member of the Bargaining Unit who qualifies with a score of 90% or better on their first attempt at quarterly qualifications with his or her service weapon.

The qualifying score must be with the weapon carried on duty and must be declared to the firearms instructor or Range Master prior to the qualification attempt. Backup weapons or shotguns do not qualify for incentive pay.

Incentive pay of \$100 will be paid for each quarterly qualification with a score of 90% or better on the first full pay period following the qualification.

ARTICLE 33 LIGHT DUTY POLICY

The City of Yukon has no responsibility to create or to provide light duty assignment for employees who are injured or recovering from an illness or other medical conditions.

The Department Head, at his discretion and with the approval of the City Manager, may provide light duty assignments for employees who have suffered an injury, illness, a medical condition or to temporarily fill a vacant position based on the following guidelines:

A. Light duty assignments will only be granted under the following conditions:

1. A light duty position is available
2. The affected employee must be qualified and adequately trained to perform the light duty assignment or agree to be trained.
3. Light duty assignments will be assigned with physician's authorization (not required if light duty assignment is not medically related).
4. Light duty assignments will be at the discretion of the Chief of Police, with the approval of the City Manager, based on the employee's abilities and shall not, in the opinion of the Chief of Police, create hardships on other employees performing regular duty assignments.
5. If in the opinion of the Chief of Police, a light duty assignment needs to be filled, he /she may at their discretion, with the approval of the City Manager, assign regular personnel to fill that vacancy until a suitable replacement may be found.

B. Light duty assignments are for a maximum period of forty-five (45) days. The Chief of Police, at his discretion and with the approval of the City Manager, may extend the length of the light duty assignment based on the needs of the department. A re-evaluation of the employee's medical condition may be required for an extension of the light duty assignment. The days of the week and hours will be designated by the Chief of Police.

C. Sworn personnel assigned to light duty may be assigned to dispatch, records, administration or call reporting. He /she will surrender their take home patrol units. The Chief of Police will designate the dress code while on light duty. A weapon will not be worn unless authorized by the Chief of Police.

D. Should a light duty assignment not be a viable alternative or if an employee is unable to perform the essential function of their assigned position, the employee may:

1. Utilize accrued sick or vacation leave
2. Apply for Family Medical Leave Act (FMLA)
3. Apply for Disability Retirement (if eligible)
4. Separate from employment

IN WITNESS WHEREOF, the Employer has set its hand this

_____ day of _____, 2012.

BY: _____
Mayor

ATTEST

BY: _____
City Clerk

IN WITNESS WHEREOF, the Bargaining Unit has set its hand this

_____ day of _____, 2012.

BY: _____
President , Lodge No. 173
Fraternal Order of Police

APPROVED AS TO FORM this _____ day of

_____, 2012.

City Attorney

ATTACHMENT A
Effective July 1, 2011

PAY PLAN GOES HERE

Both parties agree that, upon a timely request by the FOP to reopen negotiations for a possible cost of living increase only for FY 2013-2014, they will meet on March 1, 2012 to discuss any such cost of living increase.

A survey of the eight (8) metro cities including, Bethany, Del City, Edmond, Midwest City, Moore, Mustang, The Village, and Warr Acres, will be utilized, as a goal, to try to set a minimum standard for pay as funds are available.

The City of Yukon and the FOP further agree that if a canine officer is appointed, he or she will receive three and one -half (3 1/2) hours per week in pay for time spent in care of his or her dog.

ATTACHMENT B

UNIFORM AND EQUIPMENT ITEMS AND THE NUMBER SUPPLIED OR REQUIRED

Uniform Hat: 1 straw and 1 felt
Uniform Hat Badge 1
Ike Jacket 1
Breast Badge 2
Collar Brass 1
Metal "P" Buttons 6
Tie 1
Gold /Silver Nameplate 2
Uniform Trousers 4 pair
Uniform Shirts 4 long sleeve and 4 short sleeve
Foul Weather Jacket 1
Patches will be supplied for uniforms and jackets
OTHER EQUIPMENT
Flashlight 1
Body Armor (Vest) 1
Baton 1
Baton Holder 1
Handcuffs 1
Holster, 1 Leather Clarino
Under belt 1 Velcro
Uniform Belt, 1 Velcro Leather Clarino
Handcuff Case, 1 Leather Clarino
OC Spray 1
OC Spray Holder 1
Belt Keepers 4, Leather Clarino
Magazine Pouch (Double), Leather Clarino 1
Portable Police Radio w/ speaker /microphone 1
Police Radio Holder 1
Special Event Shirt 2 — Provided by the City
Special Event Shorts 2 — As specified by the City at employee's own expense as an option.
Special Event Shoes 1 pair — As specified by the City at employee's own expense as an option.
Water re- hydration system (camel -Bak 70oz) — 1 authorized at employee's own expense.

Note: Special Events Shirts may be worn when daily temperatures are 90 degrees F or above as Approved by the Chief of Police.

GRIEVANCE PROCEDURES

STEP I: EMPLOYEE STATES GRIEVANCE - FORWARDS TO DEPUTY CHIEF

STEP II: REQUESTED RELIEF

Employee's Signature _____

Date _____

DEPUTY CHIEF'S RESPONSE

Signature _____
Deputy Chief's or Captain's Response

Date _____

STEP III. EMPLOYEE STATES DISSENTING OPINION

Employee's Signature_____

Date Discussed_____

POLICE CHIEF'S RESPONSE
IN WRITING.

STEP IV. EMPLOYEE STATES DISSENTING OPINION

Employee's Signature _____

Chief's Signature _____

Date _____

STEP V. CITY MANAGER'S RESPONSE
IN WRITING

Approved: _____

Denied: _____

Manager's Signature _____

Date: _____