AGREEMENT BETWEEN

THE CITY OF NORMAN, OKLAHOMA

AND

THE FRATERNAL ORDER OF POLICE - LODGE NO. 122

FISCAL YEAR ENDING 2017

JULY 1, 2016- JUNE 30, 2017

(City-FOP FYE17)

TABLE OF CONTENTS

PREAMBLE 1

Article l - RECOGNITION 1

Article 2 - MANAGEMENT RIGHTS 2

Article 3 - STRIKES AND LOCKOUTS 4

Article 4 - NONDISCRIMINATION 4

Article 5 - EQUAL EMPLOYMENT OPPORTUNITY 5

Article 6 - DISCIPLINE OR DISCHARGE 5

Article 7 - PERFORMANCE EVALUATION 7

Article 8 - OUTSIDE EMPLOYMENT 8

Article 9 - REDUCTION IN FORCE 8

Article l0 - GRIEVANCE PROCEDURE 9

Article 11 - MATTERS APPROPRIATE FOR CONSULTATION 11

Article l2 – SENIORITY 12

Article l3 - HOURS OF WORK 13

Article l4 - LINEUP PAY 14

Article l5 - OVERTIME AND CALL BACK 15

Article l6 – LUNCH AND REST PERIODS 16

Article l7 - BULLETIN BOARDS 17

Article 18 - SAFETY COUNCIL WORKPLACE SAFETY & TESTING 17

Article l9 – HOLIDAYS 18

Article 20 - VACATION LEAVE 19

Article 21 - SICK LEAVE ..... .20

Article 22 - FUNERAL LEAVE 23

Article 23 - COURT AND JURY LEAVE 24

Article 24 - MILITARY LEAVE..... 25

Article 25 - LEAVE OF ABSENCE WITHOUT PAY 26

Article 26 - ON-THE-JOB INJURY LEAVE 27

Article 27 - PAY ADMINISTRATION 29

Article 28 – WAGES 32

Article 29 - EDUCATION PAY..... 33

Article 30 - TUITION ASSISTANCE 33

Article 31 – RETIREMENT 34

Article 32 – INSURANCE..... 34

Article 33 - TRAVEL ALLOWANCE..... 35

Article 34 – LIABILITY COVERAGE 35

Article 35 - PERSONAL PROPERTY 36

Article 36 – UNIFORMS & EQUIPMENT 37

Article 37 - LONGEVITY PAY 38

Article 38 – CHECK-OFF OF DUES 38

Article 39 - FOP BUSINESS 39

Article 40 - SAVINGS CLAUSE 40

Article 41 - DURATION OF AGREEMENT 40

APPENDIX A - SALARY SCHEDULES FOR FYE 14

APPENDIX B-1 – HEALTH INSURANCE PLAN – FYE 14
APPENDIX B-2 – HEALTH AND DENTAL INSURANCE PREMIUMS (eff. 01/01/14)

APPENDIX C & C-1 – MOU (WELLNESS PROGRAM)

APPENDIX D – SUBSTANCE ABUSE POLICY

APPENDIX E – MOU (10 HOUR SHIFT OUTLINE)

PREAMBLE

This Agreement, entered into by the City of Norman, Oklahoma, hereinafter referred to as the City and Lodge No. l22, Fraternal Order of Police, Bratcher/Miner Memorial Lodge, hereinafter referred to as the FOP, has as its purpose the promotion of harmonious relationships between the City and the FOP, the establishment of an equitable and peaceful procedure for the resolution of differences, the insurance of the well-being of said employees and the efficient and economical operation of the department in which they are employed; and the establishment of rates of pay, hours worked, and other conditions of employment. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes and with the further objective of fostering effective cooperation between the City and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences is intended to be in all respects in the public interest.

It is mutually agreed: The City's obligation to provide efficient responsive service to the citizens of the City of Norman and fulfill its obligation to deal equitably with its employees should not be obstructed by disputes between it and its employees.

ARTICLE 1

RECOGNITION

Section l. The City of Norman recognizes the Fraternal Order of Police, Lodge No. l22, as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of negotiating wages, hours, and other conditions of employment.

Section 2. The FOP recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Norman for the purpose of collective bargaining. The FOP agrees to bargain in good faith with the City Manager or his designees on all matters relating to wages, hours, and other conditions of employment. The City Manager agrees to bargain in good faith with the FOP on all matters relating to wages, hours, and other conditions of employment. Both the City and FOP agree to abide by the standard of absolute good faith during collective bargaining.

Section 3. The term "employee" as used herein shall be all commissioned officers of the City of Norman Police Department but does not include, for the purposes of exclusive recognition, the Police Chief and an Administrative Assistant to be designated by the Police Chief. Further, the term Sergeant utilized in this Agreement shall mean a Master Police Officer with at least 10 years of continuous service as a Norman Police Officer.

Section 4. Probation:

a. Employees on initial employment probation, which shall normally be a period of l2 months from date of hire, shall be covered by this Agreement, except they shall have no grievance rights. Former employees of the Norman Police Department who are rehired shall normally serve an initial employment probation of six

months from date of hire and shall also be covered by this Agreement, except they shall have no grievance rights. Initial employment probation may be extended at the discretion of the Police Chief, however, the total time on initial probation shall not exceed 15 months for new employees or 9 months for former employees. The employee shall be notified in writing specifying such an extension of initial employment probation.

b. Employees on probation as the result of promotion, which shall be a period of l2 months from the date of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

c. Employees on disciplinary probation shall be covered by the Agreement, including grievance rights.

ARTICLE 2

MANAGEMENT RIGHTS

Section l. The FOP recognizes that the City has the exclusive right to operate and manage its affairs and direct its work force in all respects in accordance with its responsibilities, and the power or authority which the City has not officially abridged, delegated, 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 Norman to operate and manage its affairs in all respects in accordance with its responsibilities and powers or authority, nor shall the right to collective bargaining extend to such matters.

Section 3. The employer retains the following rights, in accordance with the Code of Ordinances and Charter of the City of Norman, the Constitution, the laws of the State of Oklahoma and all regulations promulgated thereunder:

a. The right to hire, direct, transfer, promote, and take disciplinary action against employees, subject to the provisions of this Agreement.

b. The right to relieve employees from duties because of lack of work or for other legitimate reasons, subject to the provisions of this Agreement.

c. The right to maintain the efficiency of government operations entrusted to them.

d. The right to determine the methods, means, and personnel, by which such operations are to be conducted.

e. The right to take whatever action may be necessary to carry out the mission of the City in situations of emergency.

f. The right to determine Police Department policy, including the right to manage the affairs of the Police Department in all respects.

g. The right to assign working hours, including overtime.

h. The right to determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department and the determination of the job classifications and ranks based upon duties assigned.

i. The right to determine the safety, health and property protection measures for the Police Department.

j. The right to allocate and assign work to Police Officers within the Police Department.

k. The right to determine and implement the policy affecting the training of employees.

l. The right to schedule operations.

m. The right to introduce new, improved, or different methods and techniques of operation of the Police Department or change existing methods and techniques.

n. The right to determine the amount of supervision necessary.

o. The right to control the departmental budget.

p. The right to determine the number of employees in each rank.

q. The right to transfer work from one position to another within the classified service of the Police Department.

Section 4. The employer may implement furloughs and/or merit freezes as an alternative to reduction of force measures as outlined in Article 9 of this contract, after agreement by both parties at any time of financial crisis, subject to the provisions of this Agreement.

Section 5 . The FOP #122 agrees that the City of Norman has the existing Management Rights as stated in the FYE99 Contract. The FOP #122 further agrees with the City of Norman that the rights are a clarification of existing rights that were listed in the FYE98 Contract. The City of Norman agrees with applicable state law on issues required to be negotiated as long as it does not conflict with the existing contract.

ARTICLE 3

STRIKES AND LOCKOUTS

Section l. Continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being an essential consideration of this Agreement, the City agrees that no lockout of employees shall be instituted. The FOP agrees that neither it nor any of its members shall either cause or counsel any person to hinder, delay, limit, or suspend the continuity or efficiency of the employer's function, operation or service for any reason, nor shall it in any manner coerce, intimidate, instigate, induce, sanction, suggest, conspire with, promote, support, sponsor, engage in, condone, or encourage any person to participate in any strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage or speedup.

Section 2. Violation of this provision shall be grounds for disciplinary action, including discharge for any or all such employees involved.

Section 3. Furthermore, the FOP and the City hereby recognize and adopt as a part of this Agreement all sections of Ordinance No. 0-7576-l adopted by the City Council of Norman on the l9th day of August, l975, to include the right of the City Manager to report any findings of a hearing examiner concerning the possible violation of Section l0-207 (b)(4) of Ordinance No. 0-7576-l and furthermore, the City Manager may recommend that the labor organization's exclusive recognition be revoked, any existing agreements be voided, and that the labor organization not qualify as a labor organization under this Chapter for a period of l2 months. No one participating in a strike, slowdown, mass resignation, mass absenteeism, or any type of concentrated work stoppage or speedup shall be allowed to acquire any benefits gained by Collective Bargaining. The status of participants in a strike shall never be a matter of Collective Bargaining.

Section 4. Upon notification confirmed in writing by the City that strike, mass absenteeism, slowdown, mass resignation, or any type of concerted work stoppage or speedup is in progress, the FOP shall notify employees to return to work and shall take all responsible, affirmative, and necessary actions to secure the employee's return to work as promptly as possible. This notification and action by the FOP shall not constitute an admission by the FOP that either it or any employees have engaged in any unlawful activity.

ARTICLE 4

NONDISCRIMINATION

Section l. No employee or individual being considered for employment shall be favored or subjected to discrimination by management or by the FOP because of disability, race, religion, creed, color, sex, national origin, relationship to any person or persons, or political or Union activities, other than those prohibited by this Agreement.

Section 2. Management and the FOP agree not to interfere with the right of employees to become or not to become members of the FOP, and will urge the employees that there be no

discrimination or coercion against any employee because of FOP membership or non-membership.

Section 3. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

ARTICLE 5

EQUAL EMPLOYMENT OPPORTUNITY

Section l. The City and the FOP are committed to the concept and practice of equal employment opportunity as a necessary component of merit principles, which is a phase of affirmative action.

Section 2. The equal opportunity employment commitment will be supported by positive and aggressive practical practices and procedures, which will insure nondiscrimination and equal employment opportunity for racial and ethnic minorities, the employment of disadvantaged and women in securing admission in the City employment force and promotional opportunities at all job levels.

Section 3. The general objectives of the City and the FOP in equal employment opportunity practice will be:

1. To engage in continuous planning and monitoring of the effects of practices in order to eliminate and prevent the occurrence of arbitrary, discriminatory practices and policies related to employment, membership, and promotion; and

2. To take positive steps to solicit applicants for employment and membership from minority groups and women's organizations.

ARTICLE 6

DISCIPLINE OR DISCHARGE

Section l. The City reserves the right to discipline or discharge any employee for just cause subject to the provisions of this Agreement. Discipline and discharge shall be the right and responsibility of management and may include, but not be limited to, the following actions: Written reprimand, suspension, probation, demotion, and discharge.

Section 2. By way of illustration, but not by way of limitation, just cause includes any act or omission which interferes with the orderly and efficient administration of the City, and off-duty behavior which adversely affects the City as a public employer.

Section 3. The right of the employer to establish rules and regulations regarding working practices and personal conduct of employees while on duty is recognized.

Section 4. Allegations of policy violations or Officer misconduct will be investigated by the

department in accordance with the policies determined by the Chief as outlined in the Norman Police Department Operations Manual and the provisions of this Agreement. The Agreement will control in cases of a specific conflict.

a. The Chief will be responsible for maintaining guidelines for such internal investigations. The Chief may assign the matter for investigations to a supervisor depending upon the severity of the allegation.

b. Minor policy violations may be investigated and discipline imposed by a supervisor after informing the supervisor's major. The major may determine that the matter should be forwarded to the Chief for investigation pursuant to Section (a).

c. The Chief may assign any matter for investigation when it comes to his attention.

Section 5. Interviews of officers in connection with a complaint investigation shall be conducted in compliance with the following conditions:

a. As soon as reasonably possible, but within no more than two (2) business days of an officer being placed on administrative assignment, the officer shall be informed as to whether the allegation(s) against the officer is criminal and/or administrative and the general nature of the allegation(s) unless the notification would interfere with or jeopardize the integrity of the investigation as determined by the Chief. Prior to any interview or special examination, the employee under investigation will receive confidential written notification of the complaint. This notification will include a copy of the original complaint or a summary adequately listing the relevant facts and a reference to the employee's rights and responsibilities during the investigation. The employee will be allowed ten (10) working days following the receipt of such notification to review the aforementioned rights and responsibilities and to secure a personal representative, if desired, prior to any interviews. This time period of ten (10) working days prior to interviews being conducted may be extended based on extenuating circumstances acceptable to and by mutual written agreement of the parties. The parties further agree management shall not refuse an extension request of the FOP for reasons that are arbitrary, capricious or discriminatory.

b. After a preliminary investigation of the complaint, if the Chief or his designee determine that the allegations are not sufficient to merit further investigation, they may waive any interview of the affected officer.

c. Prior to an interview or special examination, the officer shall be informed whether the investigation or inquiry is criminal or administrative in nature. An officer may decline to answer questions in a criminal investigation but must participate in an administrative interview if required by supervisor.

d. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interviewing officer and all persons present during the interrogation or interview. All questions directed to the officer during the interview shall be asked by and through one and only one person at a time. All parties in an investigatory interview or interrogation shall be permitted to record the proceedings.

e. In accordance with the "Garrity Rule", if the activities, circumstances, or events which pertain to the alleged conduct or act(s) under investigation could reasonably be expected to subject the officer to criminal charges, the officer shall not be compelled to answer any questions or submit to any special examinations prior to the administration of the Garrity Admonition. Exercising the protections provided under Garrity shall not subject the officer to disciplinary action.

f. All interviewing shall be limited in scope to the activities, circumstances, or events which pertain to the alleged conduct, act(s), or omission(s) which form the basis for or come to light during the investigation.

g. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

h. When investigation results in discipline against the Officer, the Officer, upon written request, may review the reports, transcripts, or other recordings of the proceedings upon which the discipline is based, and shall be given electronic or hard copies of the same.

Section 6. Once per quarter the Office of the Chief shall provide to the FOP a report that includes a listing of allegations of policy violations or officer misconduct alleged against a FOP Bargaining Unit member that resulted in investigations in the prior quarter. The report shall include the complaint number, type of complaint, disposition of the complaint, and discipline imposed, if any. The report shall not reveal the name of the officer that was the subject of the investigation. Upon request, the FOP President shall be provided or sent copies at the time they are issued, of all disciplinary actions, including written reprimands, suspensions, demotions, or terminations given to any sworn officer of the Police Department within the prior six (6) months. The Chief will attempt to maintain the confidentiality of Officer's names and case information when initial disciplinary reviews are ongoing within the department. However, the Officers shall have the right to personally inform and involve the FOP at their own discretion at any time when they are aware of any such processes.

Section 7. City employees related by marriage or in the immediate family (including spouse, children, father, mother, brothers, sisters, grandparents, and grandchildren), shall not be assigned by the Chief to the same Norman Police Department Division or act in a superior/subordinate relationship, unless urgent and necessary. When two (2) City employees marry and they both are employed in the same division, one employee shall be transferred. City employees affected by this section shall notify their immediate Supervisors, within ten (l0) days of marriage.

ARTICLE 7

PERFORMANCE EVALUATION

Section l. Employees will be evaluated on forms approved by the Police Chief, once annually, forty-five (45) days prior to the merit date. This evaluation will be followed by a conference between the employee, his Supervisor, and the Department Head or his designee. During this evaluation period, employees will be counseled quarterly. Employees on initial employment

probation will be evaluated monthly. A transfer from probationary to permanent status will depend on the evaluations of performance during the probationary period. Probationary employees may be terminated at any of the rating dates if performance is not satisfactory.

Section 2. Only those employees receiving both an overall and a senior review Officer rating of at least "meets expectations" may be granted merit increases. The following rating scale shall be used on evaluation forms:

Needs Improvement
Meets Expectations
Exceeds Expectations

Section 3. No additions, deletions or changes shall be made on said evaluations without the knowledge of the employee being evaluated.

ARTICLE 8

OUTSIDE EMPLOYMENT

No employee shall have outside employment that is in conflict with his City employment. The Chief of Police, at his discretion, may require employees in his department to obtain approval from him before accepting outside, police related employment. If employment is not police related, the employee shall give sufficient notice and information about said employment to the Chief so that any conflict can be determined.

No outside employment will be permitted if it is anticipated that such outside employment would:

(1) Not be compatible with the employee's adherence to the police officer's code of ethics.
(2) Take preference over extra duty required by City employment.
(3) Present a legal or ethical conflict of interest with the police profession.

ARTICLE 9

REDUCTION IN FORCE

Section l. Should the City find it necessary to effect a reduction in its police force, seniority shall be the controlling factor as to layoffs except when differences in skill levels or abilities of officers cause the City to be adversely affected. In case of such exception, the City shall not be bound by a strict seniority rule. Each employee involved shall be given two (2) weeks notice of layoff whenever possible.

ARTICLE 10

GRIEVANCE PROCEDURE

Section l. The FOP, the employer, or any employee may file a written grievance within fifteen (15) business days (excluding Saturdays, Sundays, and holidays) of said occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. Furthermore, beginning at Step 2 no Grievance will be considered timely filed under the terms of this procedure unless a copy of said Grievance is provided by the FOP or the Grievant, as the case may be, to the Police Chief and an FOP Executive Officer.

Section 2. Any dispute between the employer and the FOP or any employee concerning the interpretation or application of this Agreement, or the actions of the parties under the Agreement, or dismissal, demotion, or other discipline of an employee, shall be handled in the following manner:

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

Step 1b. If the grievant is the FOP, proceed to Step 2.

Step 2. If a grievance is not settled by the provisions of Step l, it shall be submitted in writing within ten (10) business days from the receipt of the supervisor's response in Step l to the Chief of Police for adjustment. The grievant and the Chief or his designate, shall have a right to a conference at this step, at which time the employee shall have the right to the employee counselor of his choice.

Step 3. The Chief of Police shall submit his answer, in writing, to the employee involved within ten (10) business days. Conferences may be held between the Chief of Police and the grievants during this time.

Step 4. If the grievance has not been settled in Step 3, the grievant may submit, in writing, within ten (10) business days, the grievance to the City Manager for adjustment. The grievant and the City Manager or his designee shall have the right to legal representation of his choice.

Step 5. The City Manager shall submit his written answer to the Chief of Police and the grievant within ten (10) business days. Conferences may be held between the parties involved during that time. If the City Manager and the grievant have not settled the grievance within that

time, the moving party may request arbitration. Said request must be made within twenty (20) calendar days.

(l) Within seven (7) calendar days from the date of the request for arbitration, the grievant and the employer shall attempt to agree upon a neutral arbitrator. If the parties are unable to agree upon the selection of a neutral arbitrator, the moving party shall request, within ten (l0) calendar days, the Federal Mediation and Conciliation Service to provide a list of five (5) arbitrators. Within seven (7) calendar days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall alternately strike the name of one (l) arbitrator from the list of five (5) until one (l) name remains, with the moving party making the first strike from said list. The neutral arbitrator, whether selected as a result of an agreement between the parties or selected from the list provided by the Federal Mediation and Conciliation Service, shall conduct a hearing regarding the issue submitted by the grievance.

(2) The Neutral Arbitrator shall call a hearing to be held as soon as applicable after the date of the appointment. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. The Arbitrator shall have the authority to subpoena the production of documents and records and the attendance of witnesses to the hearing. Any and all documentary evidence and other data deemed relevant by the Arbitrator may be received in evidence. The Arbitrator shall have the power to administer oaths and receive evidence relative or pertinent to the issues presented to them for determination.

(3) A hearing conducted by the Arbitrator shall be concluded within twenty (20) days from the time of commencement. Within the time allowed in FMCS rules after the conclusion of the hearing, the Arbitrator shall issue a written Award resolving the issues presented. The time periods in this paragraph may be extended by agreement or as ordered by the Arbitrator to accommodate transcripts, post hearing briefs, or other additional time periods necessary to achieve a complete and thorough review of the evidence prior to rendering a decision. A copy of said Award shall be mailed or otherwise delivered to the grievant and the employer.

(4) Pursuant to the FPAA the Award of the Arbitrator shall be final and binding on the parties to this Agreement.

(5) The parties shall share equally the cost of the arbitrator's fees

and expenses. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

Section 3. Post-Arbitration Procedures.

a. Issuance of Award. In no event shall the date of submission of briefs exceed 60 days from the day of the close of the hearing except in cases where all three parties are in agreement. In the event briefs are not considered timely, the arbitrator may render his rulings based upon the facts, evidence, and arguments then before him. If the arbitrator's jurisdiction is forfeited for any reason, the parties shall request another FMCS list and select another arbitrator to hear the grievance pursuant to the provisions of this Article. The arbitrator shall not accept the case except upon agreement to the instant limitations and grant of powers contained in this grievance arbitration clause.

b. Should either the City or the FOP desire to file suit to vacate the award of the arbitrator to a court of competent jurisdiction, they shall do so within twenty (20) business days of receipt of the award of the arbitrator. Failure to file suit within this time period shall be deemed a waiver of the right to sue by both parties, unless an extension of the filing period is granted by written request of the City and the FOP.

Section 4. The FOP President, or his authorized representative, may report an impending grievance to the Chief of Police in an effort to forestall its occurrence. The Chief of Police, or his authorized representative, may report an impending grievance to the FOP President in an effort to forestall its occurrence.

Section 5. The City may file a grievance under this article. Said grievance should be first discussed with the FOP President, and if not resolved, the grievance may be initiated at Step 5.1 of this procedure.

ARTICLE 11

MATTERS APPROPRIATE FOR CONSULTATION

Section l. Matters appropriate for consultation between the parties include wages, hours, job descriptions, bulletin board postings, working conditions under the terms and conditions of this Labor Agreement, and areas of mutual concern. For the purpose of this Agreement, consultation is defined as mutual discussion of matters appropriate for consultation which are within the discretion of the department and/or the City. It is understood the FOP may also request consultation on subject matters they wish to raise. Consultation is an effort to reach mutual understandings, receive clarification and/or information affecting employees in the Bargaining Unit. Neither party shall have any rights modified due to such consultation discussions.

Section 2. Work rules, regulations, policies and procedures of the department in effect on the effective date of this Agreement or issued after the effective date of this Agreement shall remain in full force and effect on employees in the bargaining unit, if not in conflict with any article or section of this Agreement.

Section 3. A written rule, regulation, policy, or procedure in conflict with this Labor Agreement shall be resolved by modification of the effect on bargaining unit employees of such rule, regulation, policy or procedure to be compatible with this Agreement through consultation between the parties.

Section 4. Consultation meetings between FOP representatives and Management shall be arranged by the Human Resources Director or his designated representative upon the request of either party. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions, to advise the FOP of any anticipated major changes affecting the working conditions of bargaining unit employees. Arrangements for any consultation meeting shall be made five (5) calendar days in advance, whenever possible, and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the agenda and FOP representatives shall be limited to no more than four (4) people at any one meeting.

Section 5. When contact is required by the FOP President with Management on matters within the scope of this Article, the point of contact is the Human Resources Director or his designee. Where contact is required by Management with the FOP, the point of contact is the local FOP President, or his designee.

Section 6. If the FOP requests consultation, it shall bear the cost of expenses and compensation for their own representatives. If the City requests consultation, it shall bear the costs of expenses and compensation for employee FOP representatives for time spent in consultation.

ARTICLE 12

SENIORITY

Section l. Departmental seniority according to this Agreement shall consist of the continuous accumulated paid service of the member of the bargaining unit as a commissioned police officer with the City of Norman. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or layoff not to exceed twelve (l2) months.

Section 2. City seniority according to this Agreement shall consist of continuous accumulated paid service of the employee with the City of Norman. Such seniority shall not be lost by absence due to illness, authorized leave of absence, or layoffs not to exceed twelve (l2) months.

Section 3. Departmental seniority shall be a factor of consideration in reduction in force and re-employment after layoff due to reduction in force, as described in Article 9. City seniority shall be a factor in accumulation of vacation leave and maximum amount of vacation leave that may be accrued. The extent to which such seniority shall be a factor shall be specified in the articles covering vacation leave and reduction in force.

Section 4. All seniority rights shall be forfeited by:

a. Resignation

b. Discharge

c. Layoff in excess of one (l) year

d. Failure to report within ten (l0) calendar days upon notice of recall from layoff

e. Retirement

ARTICLE 13

HOURS OF WORK

Section l. The normal workday shall consist of:

a. Eight (8) continuous hours, and the normal work period shall be eighty (80) hours in a fourteen (14) day period. The normal workday for those employees required to attend pre-shift briefings shall be eight and one-quarter (8¼) hours and the normal work period for such employees shall be 41¼ hours in a 7 day period; or,

b. Ten continuous hours, and the normal work hours shall be eighty (80) hours in a fourteen (14) day period. Nothing herein shall limit the Employer from establishing work shifts of ten (10) hours per day, four (4) days per week.

c. Nothing in this section will prohibit the Chief from establishing varying workdays for majors, officers assigned to the Command Staff, Administrative Assistant to the Deputy Chief officers assigned to Uniformed Support Division, officers and cadets assigned to participate in the Norman Police Academy, officers scheduled for training (except for FTO training), and officers assigned to administrative duties in the Support Bureau, as necessary to provide adequate service. These varying workdays shall be continuous hours with a lunch period as specified in Article 16.

d. The Chief may unilaterally establish special temporary shifts in cases involving natural or man-made disasters and adjust assignments within the department as he deems appropriate and necessary. While on special temporary shifts, officers shall be paid overtime according to Article 15 based on either eight-or ten-hour shifts, whichever is their regular shift.

Section 2. Appointing authorities may, at their discretion, establish special hours and tours of duty for their department, for specified units, or for individual employees, as may be necessary to provide adequate service. This Article shall not be interpreted as a guarantee of a minimum or maximum number of hours per week or per year under conditions which, in the judgment of management, are necessary for the operation of the department.

Section 3. For employees assigned to an eight (8) hour shift, eighty (80) hours in a fourteen (14) day period, employees normally will be assigned to shifts for five (5) consecutive days, with two (2) consecutive days off. For employees assigned to a ten (10) hour shift, eighty (80) hours in a fourteen (14) day period, employees will normally be assigned to four (4) consecutive days on and three (3) consecutive days off.

Section 4. No employee shall regularly be required to work two (2) consecutive 10 hour shifts without a lapse of at least nine (9) hours between shifts, unless such employee agrees to work such a schedule or in case of an emergency situation.

Section 5. Should an employee be requested to change work shifts he shall be given forty-eight (48) hours advance notice, unless emergency conditions warrant such a change, or unless such employee agrees to waive the advance notice.

Section 6. An officer who volunteers as a member of a Selection Board or who is participating in a promotion process as an applicant, or who volunteers for special skills training will be compensated for this time as hours worked. To provide such compensation for these activities, the Chief, in his discretion, may allow straight time pay or may allow flex time for the officer during the same pay period in the form of absence from his regularly assigned shift hours.

ARTICLE 14

LINEUP PAY

Section l.

a. For those employees including headquarter Supervisors required to attend pre-shift briefings (lineup) for the purpose of receiving shift assignments, inspection, and briefings, the employer will pay the employee 15 minutes straight time. This payment will be made only if the employee is in attendance at the briefing. The employee must be present for the full 15 minute lineup period, otherwise the employee must forfeit the entire 15 minute allowance.

b. Patrol Shift Supervisors who are required by the Chief of Police to prepare for pre-shift briefings (lineup) for the purpose of making shift assignments and briefings shall be paid straight time for such preparation not to exceed fifteen (15) minutes. This payment will be made only if the supervisor actually spends this time to prepare for pre-shift briefings and the supervisor is in attendance at the briefings.

Section 2. Lineup pay will not be paid for sick days, annual leave, or other approved or non-approved absences. The employee must attend lineup to receive payment.

Section 3. Lineup pay is not considered part of the normal workday for purposes of computing overtime.

Section 4. Holiday lineup pay shall be paid at the holiday bonus rate.

Section 5. The Police Chief may discontinue lineup pay if shift briefings are scheduled to occur during officer's regular work shift hours.

ARTICLE 15

OVERTIME AND CALL BACK

Section 1.

a. Overtime shall be paid or comp time accrued at a rate of time and one-half of the employee's regular rate for all time worked in excess of an employee's shift or work period as follows:

(i) Eight (8) hour shift or eighty (80) hours in a fourteen (14) day period.

(ii) Ten (10) hour shift or eighty (80) hours in a fourteen (14) day period.

b. Overtime shall not be compounded or paid on overtime. For all employees, time spent on vacation, sick leave, or any other paid leave shall count as hours worked for computing overtime pay.

Section 2. In all calculations of regular overtime, whether paid or compensatory time, time worked prior to or immediately following an employee's regular shift (except pre-shift briefing time used with eight (8) hour shifts) shall be rounded up to the nearest quarter hour where more than seven and one-half (7 ½) minutes and rounded down to the nearest quarter hour where less than seven and one-half (7 ½) minutes. The excess of any overtime worked which is less than seven and one-half (7 ½) minutes shall be dropped and the excess of any overtime worked which is more than seven and one-half (7½) minutes shall be rounded up to the nearest quarter hour.

Section 3. Upon request by an employee's supervisor or other representatives of departmental management, employees shall be required to work overtime assignments; however, upon presentation of an excuse acceptable to management, such employee may be relieved from working the overtime assignment.

Section 4. An employee who is called back to duty during normal off-duty hours, which is not contiguous to his regular work shift, shall be compensated for a minimum call back of two (2) hours, regardless of whether advance notice was given. Should more than two (2) hours be required, he shall be compensated for the hours actually worked as provided for in Sections l and 5 of this Article. With supervisor approval, an employee who is called on the telephone, while off-duty, to respond to official departmental related matters shall be compensated for such time in no less than (15) fifteen minute increments.

Section 5. Regular overtime shall be compensated in accordance with the following provisions:

a. The decision of whether overtime is required to complete tasks shall be at the discretion of the appointing authority, subject to review by the City Manager. Except in emergencies, authorization for an individual to earn overtime pay or compensatory time off shall require explicit approval by the appointing authority or his designee.

b. Compensation for overtime work shall be in the form of cash unless a Department Head or his duly authorized representative approves a request of

the employee to allow overtime work to be accrued in compensatory time. Maximum accrual of compensatory time for which an employee may have at any one time shall be one hundred sixty (160) hours. Subsequent overtime shall be compensated by the payment in cash.

c. Overtime worked on a holiday shall only be compensated according to Article 19, Section 2a and 2c.

Section 6. Any request for accrued, compensatory time off shall be subject to the condition that granting the same will not adversely affect the operation of the department. The Department Head or his duly designated representative shall authorize all such compensatory time before it is taken.

Section 7. Upon separation, an employee shall be paid for the unused portion of his accrued compensatory time. Should an employee die, his estate shall be paid for the unused portion of his accrued compensatory time.

ARTICLE 16

LUNCH AND REST PERIODS

Section 1.

a. Employees normally will be allowed to take a thirty (30) minute lunch period during each work shift. The employer will make every effort to allow for the lunch period, depending, of course, on the amount of activity occurring during the shift. Unusual and emergency work situations may preclude the taking of lunch periods during the work shift.

b. Nothing in this section will prohibit the Chief from establishing varying workdays for Majors, officers assigned to the Command Staff, Administrative Assistant to the Deputy Chief, officers assigned to the Uniformed Support Services Division, officers and cadets assigned to participate in the Norman Police Academy, officers scheduled for training (except FTO training), and officers assigned to administrative duties in the Support Bureau, as necessary to provide adequate service. Lunch time, if established, shall be deducted from the work shift in establishing total hours worked if the work shift, including the lunch period, exceeds eight (8) hours. (The positions contemplated that are subject to this subsection are as identified in the organizational chart dated July 1, 2016 (2017 v.2) in the NPD Operations Manual. Should the Chief desire to reorganize or new positions are created that are not already identified in the organizational chart, the Chief will meet in consultation with the FOP to discuss applicability of this subsection.)

Section 2. Employees normally will be given a fifteen (l5) minute rest period during each one-half work shift of each day. The Employer will make every effort to plan work so as to permit such rest periods. Unusual and emergency work situations may preclude the taking of rest periods during the work shift.

Section 3. Rest periods shall not be contiguous to the lunch period. Rest periods and lunch periods may not be granted immediately after the beginning of the workday or immediately prior to the close of the workday.

Section 4. The Department will be responsible for specific instructions for rest periods to all personnel of that department following the general guidelines listed below:

a. Employees should not frequent one business location for breaks and should not make one restaurant a permanent location for lunch or rest breaks.

b. No more than two (2) marked Police vehicles should be parked at any one business location for lunch or rest periods. Supervisors may make exceptions for training assignments in which lunch location may be considered advantageous to the efficiency of the work assignment.

ARTICLE 17

BULLETIN BOARDS

Section l. The City agrees to provide space for an FOP bulletin board which shall be used for posting of FOP informational notices and materials. Such material shall not contain any matter relating to municipal elections. The bulletin board shall be covered and have a locking device. Only the FOP President, Vice President, Secretary and/or Treasurer shall have access and authority to post any material which shall be initialed by the respective officer.

Section 2. The employer shall have the right to cause, upon request, removal of any notice or material posted on said bulletin board. Upon request by the FOP President, and subsequent to the removal of the material the employer shall provide the reasons therefore in writing.

Section 3. Only designated bulletin boards shall be used for posting any material on City property.

ARTICLE 18

WORKPLACE SAFETY & TESTING

Section 1. The City and the FOP are committed to the goal of attaining as safe and healthful a working environment for City employees as is both possible and practical. In this regard, the City and the FOP agree to work together cooperatively in the promotion and achievement of this goal. Additionally, the City and the FOP are dedicated to the satisfactory work performance of all City of Norman employees. In this regard, the City of Norman and the FOP agree to work cooperatively in a drug testing program to ensure a drug free workplace, and have agreed on the Substance Abuse Policy that is attached as Appendix "C" to this agreement. The City and the FOP also agree that drug and alcohol testing will be done in accordance with Oklahoma Statutes, Title 40, Ch. 15; Standards for Workplace Drug and Alcohol Testing Act.

Section 2. The City and the FOP are committed to the goal of attaining as safe and healthful a working environment for City employees as is both possible and practical. In this regard, the City and the FOP agree to work together cooperatively in the promotion and achievement of this goal. The FOP recognizes the need to constantly monitor the safety needs of the workplace and to continually develop the safety program. In this regard, it recognizes that the City Manager may

institute and formulate such safety councils, committees, procedures, rules and regulations as deemed necessary or in the best interest of maintaining a safe working environment, subject to consultation as provided for in Article 11 of this contract.

ARTICLE 19

HOLIDAYS

Section l. The following days shall be observed as holidays, and employees shall be granted time off with a full shift's pay unless required to work:

a. New Year's Day (January l)
b. Martin Luther King, Jr. Day (third Monday in January)
c. President's Day (Third Monday in February)
d. Memorial Day (Last Monday in May)
e. Independence Day (July 4)
f. Labor Day (First Monday in September)
g. Veteran's Day (November 11)
h. Thanksgiving Day (Fourth Thursday in November)
i. Day Following Thanksgiving
j. December 24 (commonly known as Christmas Eve)
k. December 25 (commonly known as Christmas Day)
l. Employee's Birthday Anniversary

Section 2. The granting of holidays observed by the City, except an employee's birthday anniversary, shall be subject to the following provisions:

a. Employees who are required to work on a City holiday, because of the nature of their work, shall be compensated by either compensatory time off and/or cash payment. Such compensation for that day shall be two and one-half times an employee's hourly rate for each hour worked. An employee on his regular day off shall be compensated by either compensatory time and/or cash payment at the employee's base hourly rate times the employee's regular shift hours.

b. An employee required to work overtime on a City holiday, during normal off-duty hours and not contiguous to his regular work shift, shall be compensated by compensatory time off and/or cash payment. Such compensation for the holiday period shall be equal to, but never greater than three times the employee's regular hourly rate.

c. An employee must notify his supervisor of the total hours to be divided among compensatory time, cash payment or a combination of both by the end of the working shift.

d. A holiday falling during a period of paid leave, including vacations, shall not be counted as a work day in computing the amount of leave expended. However, when an employee is absent without approved leave on a holiday for which he is

scheduled to work, such time shall be charged to leave without pay, and he shall not be eligible to receive an additional day off with pay at a later date.

e. Holiday pay shall not be paid if the employee fails to work on both his regularly scheduled work day immediately prior to and following a designated holiday, unless on paid leave which has been approved by the employee's supervisor.

f. An employee terminating his service with the City and not retiring whose last scheduled work day falls on a holiday, shall have the effective date of this separation on the work day immediately preceding the holiday. An employee who is retiring shall be allowed to have an effective date of separation on a holiday.

g. Should an employee die, his estate shall be paid for the unused portion of his accrued holiday compensatory time.

h. Holidays will begin at 0000 hours of the day specified in Section 1 as a holiday and continue through 2359 hours of the same day.

i. For employees who are assigned to work a shift that covers two different days, holidays will begin at the start of the employee's regular shift on the day prior to the holiday specified in Section 1 and continue through 24 hours.

Section 3. As holiday pay for an employee's Birthday Anniversary, employees covered by this agreement shall receive one regular shift in bonus hours. An employee that is required to work on the employee's Birthday Anniversary shall not only accrue bonus hours, but shall also be paid straight time for hours worked and any overtime shall be paid in accordance with the provisions of Article 15 of this Agreement. Bonus hours shall be taken in time off in increments of not less than one-quarter (1/4) hour. Time off for bonus hours accrued shall be approved and scheduled in advance with the shift supervisor. Bonus hours shall not be compensated in the form of cash and bonus hours not taken as time off within one (1) year from accrual shall be forfeited by the employee.

ARTICLE 20

VACATION LEAVE

Section l. Vacation leave shall be accumulated and accrued for each employee covered by this Agreement as follows:

Continuous Service Time	Accrual Rate	Maximum
0-60 Months	1.00 Working Days	256 Hours
61-120 Months	1.25 Working Days	320 Hours
121-180 Months	1.50 Working Days	400 Hours
181-240 Months	1.75 Working Days	480 Hours
241 and up	2.00 Working Days	480 Hours

Section 2. Vacation leave with pay shall be granted to employees in accordance with the following provisions:

a. An employee must have been employed by the City continuously for six months of service before being eligible to expend vacation leave.

b. Vacation leave shall not be converted from unexpended sick leave except as provided under the sick leave provisions of this Agreement.

c. Employees shall not be permitted to use either accrued vacation leave or accrued compensatory time during a period of suspension.

d. Vacation leave shall be expended in not less than one-quarter (1/4) hour.

e. Upon separation, an employee shall be paid for the unused portion of his accrued vacation leave, providing he has completed six (6) consecutive months of employment with the City and provided that the reason for termination is not discharge for either theft or embezzlement.

f. Should employee die, the Estate will be paid for unused portion of vacation leave.

ARTICLE 21

SICK LEAVE

Section l. Sick leave shall be accrued for full-time employees at the rate of one shift for each month of employment. Sick leave may be taken in increments of one quarter (1/4) hour.

Section 2. The use of sick leave is limited to cases of illness or injury of the employee or member of his immediate family. Immediate family shall be construed to being those people who are related to the employee or the employee's spouse as follows: (a) Spouse, (b) Children, (c) Parents, (d) Brothers, (e) Sisters, (f) Former guardians, (g) Grandparents, and (h) Grandchildren.

Section 3. Sick leave may be used when there is serious illness within the employee's immediate family. Childbirth shall be considered a serious illness under the provisions of this Article. An employee who becomes pregnant while a commissioned employee of the Norman Police Department may continue in their current duty assignment as long as they have their doctor's approval to do so and the Police Chief is satisfied that she is able to perform her normal duties without endangering her health, the health of her unborn child, and the lives or health of her fellow workers. Should an employee desire, or her doctor advise, that she can no longer perform her current duty assignment due to her pregnancy, such employee may be reassigned to a light duty assignment within the Police Department for the duration of her pregnancy. Such assignment shall not affect the employee's pay, benefits or other rights to compete for promotion or lateral transfer during such period of reassignment. Upon the employee's pregnancy reaching full-term the employee may utilize her accumulated sick leave, vacation leave, and compensatory leave during her recovery period, as well as, or in addition to, the short-term leave of absence described in Subsections 7 and 8 of Article 21. The total of all leave time utilized in the instance shall not exceed twelve (12) calendar weeks from the date of delivery, except in cases of medical complications confirmed by appropriate Physician's statements.

Section 4. An employee who, due to illness or injury, is absent from work shall make provisions to notify the appropriate supervisor of his absence. Supervisors should be notified well in advance of regularly scheduled medical/dental appointments that fall on a shift day. An employee who has been absent for one (l) day may be required to submit a physician's statement regarding his illness. Employees who are absent for three (3) or more days shall normally be required to submit a physician's statement. This statement must indicate that he has recovered sufficiently to return to work. Sick leave forms are provided in each department and shall be filled out by the employee upon returning to work.

Section 5. In the event an employee suffers a non-duty related injury or illness, the employee may request and may be reassigned to other duties within the Police Department at the discretion of the Police Chief. The employee shall be entitled to their regular pay for the duration of such assignment. The Police Chief may review the appropriateness of a light duty assignment at any time, but at least every 30 days. Should the Police Chief discontinue the light duty assignment, change the light duty assignment or require the officer to report to normal duty then the officer may be granted at least 48 hours notice of the change. In no event shall the light duty assignment exceed a period of one year from the date of such injury or illness. A physician's statement verifying the officer's inability to perform normal duty functions may be required by the Chief of Police at 30 calendar day intervals.

Section 6. Any employee who shall receive payment for work performed that is inconsistent with the reason for the sick leave for any other employer than the City of Norman while on approved sick leave may be subject to disciplinary action. The employee shall give sufficient advance notice and information about said work to the Chief or designee. Designee shall mean for this article Captain rank or higher. False, fraudulent use, or abuse of sick leave may be cause for disciplinary action against the offending employee. Such disciplinary action may include dismissal.

Section 7. If requested by an employee, the Department Head may grant temporary disability leave for a maximum of twelve calendar weeks. Temporary disability leave may be granted for an illness or injury which is not job related after the employee has used all accumulated sick leave and vacation leave. Temporary disability leave shall be leave without pay. The City of Norman shall consider pregnancy, or maternity, as a temporary disability. The employee taking temporary disability leave shall be required to present periodic medical statements from the physician on the employee's capacity to engage in his or her regular job duties, in accordance with EEOC guidelines. An employee on temporary disability leave shall not accumulate vacation or sick leave days. However, an employee on temporary disability leave shall remain in the City's group hospitalization and life insurance plan with the City paying the normal premium cost as outlined in this Agreement, providing the employee pays his or her normal cost, if any. The willingness of bargaining unit members to donate accrued leave under Section 11 shall in no way restrict the City in its managerial discretion to deny or accept a request for temporary disability leave.

Section 8. At the end of a maximum period of twelve calendar weeks the employee may be transferred to long term disability leave at which time the employee must be removed from the City's group hospitalization and life insurance plans provided, however, the employee may remain in said group plans if the employee will pay to the City Controller the full cost of the necessary premiums. However, long term disability leave shall not be granted for a period of more than twelve calendar weeks.

Section 9. Should an employee die, his estate shall be paid for the unused portion of his accrued sick leave not to exceed the retirement benefit provided in Section 13 of this article.

Section 10. As an incentive to reward employees with exemplary attendance during the contract year, an employee who does not expend any sick leave during a defined six (6) month period shall be given a bonus of two (2) hours of vacation at the end of that six (6) month period. The two six-month periods are defined as July 1 through December 31, and January 1 through June 30. An employee will receive the bonus even if the maximum accrual of vacation hours has been reached.

Section 11. Sick Leave Accumulation Objective - The City and the FOP, as parties to this Agreement, and in recognition of the welfare of the employees represented by this bargaining unit, understand, acknowledge and agree that the employees in the bargaining unit should make every possible and reasonable effort, both individually and collectively, to accumulate half or more of their accrued sick leave hours as insurance for future sick leave occurrences, especially those of a prolonged nature which may be required because of a lengthy convalescent period taken in conjunction with a major surgical operation, injury, illness or disability which are not job-related.

Section 12. Leave Donation – Bargaining unit members may donate or receive vacation leave and/or compensatory time to or from any City employee who is eligible to accrue and use sick leave. The intent of this program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a catastrophic illness or injury of the employee or a member of the employee's immediate family or to an employee who is placed on temporary disability leave (as described in Section 6).

(a) Immediate family shall be construed to being those people who are related to the employee or the employee's spouse as follows: (a) Spouse, (b) Children, (c) Parents, (d) Brothers, (e) Sisters, (f) Former guardians, (g) Grandparents, and (h) Grandchildren.
(b) Catastrophic illness or injury shall be defined as a critical medical condition considered to be life-threatening, terminal, or a long term major physical impairment or disability.
(c) The willingness of employees to donate accrued leave shall in no way restrict the City in its managerial discretion to deny or accept a request for temporary disability leave.
(d) An employee may receive donated leave, up to the number of hours the employee is regularly scheduled to work each pay period, if the employee who is to receive donated leave:

    (1) Has a catastrophic illness or injury (including an immediate family member) or has been placed on temporary disability leave;
    (2) Has no accrued leave (e.g. compensatory time, sick leave, vacation leave, etc.);
    (3) Provides verification, including diagnosis and prognosis, to the Police Chief who shall review the documentation to determine whether or not the employee is eligible to receive donated leave.

(e) Employees may donate leave if the donating employee:

    (1) Voluntarily elects to donate vacation leave or compensatory time and does so in writing;
    (2) Donates a minimum of eight (8) hours, subject to a maximum of forty (40) hours in a fiscal year and;
    (3) Retains a vacation leave balance of at least eighty (80) hours.

(f) A recipient employee is eligible to receive a total maximum of 480 hours of donated leave time during their employment with the City.

(1) If an eligible employee exhausts the maximum 480 hours of donated leave and if the employee's (or eligible family member's) catastrophic illness or injury prevents the employee from returning to work, the employee or the employee's designee may apply for an increase of the maximum to 960 total hours of donated leave. Requests for approval for the increased maximum shall be made to the City Manager through the Director of Human Resources. The request shall include a recommendation from the Police Chief and is subject to re-verification of the medical condition to determine if the illness or injury still qualifies as catastrophic and prevents the employee from returning to work.

(g) This donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Any leave accrued by an employee using donated leave time shall be used in the following pay period before additional donated leave time may be received. Donated leave shall be converted to sick leave of the recipient employee, and all leave qualifying as FMLA leave will be counted as such.

Section 13. Sick leave may be converted, upon qualification for full retirement as specified by the Oklahoma Police Pension Act, to regular vacation time for pay purposes using the exchange rate of 1 day of sick leave for 1 day of vacation. Maximum hours of sick leave conversion shall not exceed seven hundred twenty (720) hours.

ARTICLE 22

FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of any employee, the employee shall be granted up to five (5) working days off with pay at the time of the death or funeral. Immediate family shall be defined as those people who are related to the employee or the employee's spouse as follows: Spouse and children/step-children, parents/step-parents, brothers, sisters, former guardians, grandparents and grandchildren. Approval must be granted prior to taking such a leave, by the employee's immediate Supervisor, and Department Head or his designee.

Section 2. The funeral leave provisions herein provided for does not contemplate nor grant any additional use of other leave provisions. However, in the event that the maximum leave funeral provision provided in Section 1 of this article does not meet all the time-off needs of the employee, the employee may request additional leave from work. If such additional requested leave time is granted by the Supervisor, and Department Head or his designee, the additional leave time may be charged to the employee's sick leave, vacation leave or compensatory time balances, or carried on leave without pay, at the discretion of the employee.

ARTICLE 23

COURT AND JURY LEAVE

Section l. Employees who are required to serve as court witnesses or jurors shall be granted time off with pay to serve in that capacity subject to the following rules:

a. An employee subpoenaed to testify in a case involving the Federal, State, or Municipal courts, or administrative agencies in which the employee is a party or an otherwise interested witness in the case, shall not receive his regular salary, but may use vacation, compensatory or holiday compensatory time, or be granted a leave of absence without pay for the length of such service, unless the court appearance is associated with his duties as a City employee.

b. An employee serving such duty shall present to his supervisor the original summons or subpoena from the court upon receipt and, at the conclusion of the duty, a signed statement from the clerk of the court showing the actual dates and times of attendance at court.

c. An employee serving on jury duty will present to his supervisor, upon receipt, the original summons or subpoena from the court. The employee' work schedule will be adjusted to reflect the scheduled hours of attendance required by the court for the duration of the jury duty. The employee will keep a department supervisor apprised of his status.

d. An employee serving on jury duty shall be paid the difference between his normal rate of base pay for that period, excluding payment for overtime or special allowances, and the amount received as a fee for such jury duty (excluding transportation fees).

Section 2. The City shall pay each officer time and one-half for all court appearances, other than during regularly scheduled duty time. A minimum of two hours for municipal court and state district court appearances, and a minimum of four hours for federal district court appearances shall be applied when calculating such court time. An officer that is subpoenaed to testify in a case scheduled during his off-duty hours, and is either required to be on "Standby" for that case, or is not notified of a cancellation or postponement of the case on or before the day preceding the day on which the case was scheduled, shall be compensated for one (1) hour of overtime.

Section 3. Employees who are required to travel outside the City of Norman to testify in any Court case arising from their official duties will be compensated for travel time to and from such occasions if it occurs outside normal shift hours.

ARTICLE 24

MILITARY LEAVE

Section l. Military leave for active duty other than for National Guard or Reserve Training shall be governed by the following provisions:

a. With the exception as stated in "b" below, any employee who enters the Armed Services directly from City employment shall be placed on leave without pay status designated as military leave. The employee shall present a copy of his orders to report for duty to his Department Head and these orders shall be forwarded to the Human Resources Department.

b. An employee who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty is entitled to a leave of absence without loss of pay during the greater of the first thirty (30) calendar days of such leave or twenty (20) regularly scheduled work days of each Federal fiscal year in which the employee serves on active duty, unless his being ordered to active duty is because of (l) his own request, or (2) a failure to fulfill his contractual obligation to the Armed Services.

c. Employees, other than members of the reserve components of the Armed Forces or the National Guard, entering military service shall not be entitled to a leave of absence without loss of pay during the first thirty (30) days of such leave.

d. An employee not a member of the Reserve component of any branch of the Armed Services or the National Guard, entering the military service shall have the option to be paid for all accrued vacation time for which he is eligible at the time he enters the service.

e. An employee on military leave shall request reinstatement in his former position or in any other vacant position in the same class within the timeframes established related to military leaves under USERRA, but in no case shall this timeframe exceed ninety (90) days after his separation from the Armed Forces. An employee who remains on military leave for a period of more than five (5) years shall be considered resigned.

f. To be eligible for reinstatement to his previous position classification the employee must return to City employment directly from the Armed Service, and he must have an honorable discharge.

g. An employee returning from military leave shall be reemployed in his former position or classification, if still qualified to perform the duties of the position or classification, at the step or rate in the pay range the employee would have occupied without the military leave with full seniority. The employee's original merit date will remain the same. If not qualified to perform the duties of his former position or classification by reason of disability, the employee shall be restored to a position of like seniority, status, and pay, or the nearest approximation for which the employee is qualified.

h. Vacation and sick leave do not accrue while an employee is on military leave.

Section 2. Military leave for Reserve and National Guard training shall be governed by the following provisions:

a. All employees who are members of a reserve component of the Armed Forces or the National Guard shall, when ordered by proper authority to active service for the purpose of attending an annual military training encampment or for attending weekend drills, be entitled to a leave of absence for the period of such active or inactive duty or service without loss of pay during the first twenty (20) regularly scheduled work days of such leave of absence during the federal fiscal year. If attendance for such military training is required beyond the first twenty (20) regularly scheduled work days, then employees may be allowed to use vacation leave, compensatory time, or be carried on leave without pay for those days in which the employee would have been regularly scheduled to work, but for the military training. An employee shall not be required to use vacation leave or compensatory time for time spent in military training occurring on days that employee would not normally be scheduled to work.

b. In the event the time of such training is optional, the time shall be designated at the discretion of the employee's Department Head.

c. The employee shall present his Department Head a copy of his orders to report for reserve training prior to departure on leave.

d. It is the intent of this article that the City and the employees of the City engaged in services within the Armed Forces or Reserves shall fully comply with all applicable provisions of the USERRA in place at the time of this agreement and/or subsequent to this agreement.

ARTICLE 25

LEAVE OF ABSENCE WITHOUT PAY

Section l. An appointing authority may grant an employee a leave of absence without pay for a specified time subject to the following provisions:

a. Whenever possible, the employee shall request leave of absence without pay in writing to the Department Head at least five (5) working days prior to the requested starting date of such leave. The request shall specify the reason for the leave, the date of leaving, and the date of return to the job.

b. All requests for leave of absence without pay in excess of thirty (30) calendar days shall be approved by the Human Resources Director prior to the granting of the leave.

c. Leave of absence without pay may be granted to employees for FOP business, emergencies, and for other causes which are not repetitious in nature.

d. At the expiration of a leave of absence without pay, the employee shall be reinstated in the position he vacated. If the position has been eliminated, he shall be reinstated in any other vacant position in the same class for which he is qualified.

e. Vacation, holiday, and sick leave benefits shall not accrue during a leave of absence without pay of more than thirty (30) calendar days.

f. A leave of absence without pay for more than thirty (30) calendar days shall not constitute a break in service; however, time spent while on leave of absence without pay shall not be used in computing time-in-grade for satisfactory performance increases. Neither shall a leave of absence without pay for more than thirty (30) calendar days count toward service for accruing vacation, sick leave, or seniority.

g. Any employee who shall receive payment for work performed for any employer other than the City of Norman while on approved leave without pay, shall be subject to immediate dismissal, except when such leave has been specifically approved by the employee's Department Head for the purpose of such employment.

h. Failure on the part of an employee to report promptly at the expiration of a leave of absence without pay may be cause for dismissal.

ARTICLE 26

ON-THE-JOB INJURY LEAVE

Section l. General policy - It is the policy of the City of Norman to provide compensated leave for employees in the bargaining unit who incur disabilities which can logically and medically be proven to be the result of accidental injury arising in the course of employment with the City. Injury leave shall be the necessary absence of an employee from the regularly assigned duties of the employee's position because of an injury suffered while properly performing the duties of the position without negligence or misconduct on the part of the employee.

Section 2. Definition of Injury and Accident - "Injury" shall mean violence to the physical structure of the body and such disease or infection as naturally results therefrom. For the purpose of this provision, injury shall also include diseases which qualify as occupational diseases under the Workers' Compensation Laws of the State of Oklahoma. An "accident" shall be construed to mean an unexpected or unforeseen event happening suddenly and violently, producing at the time objective symptoms of an injury.

Section 3. Injury leave may be granted by the City Manager or his designee for such time as the injured employee is unable to return to the regularly assigned duties of the employee's position due to the service connected injury. Injury leave period shall be granted for up to six months. Provided that the injury leave period may be extended an additional six months at the discretion of the City Manager or his designee. While on injury leave the employee shall be paid at his normal net salary inclusive of college incentive pay and longevity pay, but exclusive of overtime compensation,

holiday compensation and other such allowances. Vacation leave and Sick leave will continue to accrue in accordance with Article 20 and Article 21 during the time an employee is on paid injury leave. Employees on paid injury leave shall be allowed to participate in the City's group health insurance plan in the same manner as other employees not on injury leave. Such payment during injury leave shall be in lieu of Workers' Compensation disability allowances for said period.

Section 4. Employees who are unable to return to the regularly assigned duties of the employee's position after all injury leave has been expended may be continued on light duty at regular pay, or placed on leave without pay, at the discretion of the City, or retired for "disability" at the discretion of the City or the State Police Pension and Retirement Board, whichever is appropriate. The decision to retire an employee at the end of the injury leave period shall be made after consideration of such factors as the extent of the injury, supportive medical information, prognosis of condition, work record of the employee, and other relevant information. Accrued vacation, accrued sick leave, and compensatory time may be used at the end of injury leave if requested in writing by the employee. Such use of accrued leave shall be taken in whole hours with total weekly wage compensation from temporary total disability pursuant to the Oklahoma Workers' Compensation Act and accrued leave utilized not exceeding the employee's normal salary. An employee's request to use accrued leave under this section shall not affect the City's discretion to retire the employee for disability. An employee who is retired for "disability" shall be paid for unused vacation leave and sick leave in accordance with Article 20 and Article 21 of this Agreement.

Section 5. Reporting of Injuries - When an employee has been injured in the course of employment with the City, he shall immediately report the injury, regardless of the extent, to the immediate supervisor. Should the employee be unable to do so, any employee at the scene shall make the report.

Section 6. Employees who are injured on the job due to their own misconduct or who fail to comply with established requirements of the City of Norman in the reporting and processing of injury reports may be subject to disciplinary action.

Section 7. Employees on injury leave with pay shall be returned to duty at the earliest practical date. Employees on injury leave may be assigned to light or limited duty within the Department, by the Police Chief, when the employee's physical condition permits such assignment. There shall be no change in the rate of pay for said employee.

Section 8. Employees on injury leave may be required to submit proof of continuing disability from time to time, as required by the City Manager or his designee.

Section 9. Benefits under this provision shall be in lieu of and not in addition to any similar benefits established under state law. Injured employees should seek prior approval from the City for medical consultation and/or treatment. In the event that an injured employee seeks medical consultation and/or treatment which is not approved by the City or prescribed by the City Physician, the employee bears the risk that the costs for such consultation and/or treatment may not be paid by the City of Norman and/or the employee may not be eligible to receive injury leave payments should the injury be determined not to be covered under this article.

Section 10. Medical costs incurred by the City from approved emergency medical facilities shall be considered to be approved by the City Physician for the purposes of complying with Section 9 of this Article. Furthermore, the employee may request approval for treatment by a physician other than the designated City Physician.

Section 11. Necessary leave with pay requested because of recurrence, aggravation or sequel of an injury previously approved for injury leave with pay shall be charged to the balance, if any, of the maximum allowance of leave for such original injury. Leave for recurrence and aggravation shall stand the same tests of proof as may be required for granting the original leave.

Section 12. Unless prior approval is granted by the City Manager or his designee, any employee who shall receive payment for work performed for any employer other than the City of Norman while on approved injury leave, shall be subject to immediate dismissal. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on approved injury leave.

Section 13. No provision in this Article shall either increase or diminish any right or benefit employees have under Oklahoma Statues Title 85 and 11, Section 50-101 et seq.

ARTICLE 27

PAY ADMINISTRATION

Section 1. Pay rate upon promotion shall be governed by the following provisions:

a. Upon promotion to a classification which is one (1) pay grade higher than the classification occupied prior to promotion, the employee shall be paid at the corresponding step of the higher pay grade.

b. Upon promotion to a classification which is more than one (1) pay grade higher than the classification occupied prior to promotion, the employee shall be paid at the lowest step in the higher range or one (1) increment (about 4%) above the former rate, whichever is greater.

c. Employees whose positions are reclassified to a range which has a higher pay grade, shall receive the minimum rate of the range of the new classification or the rate within the range which is nearest to but not less than the former rate, whichever is greater.

d. Employees whose positions are reclassified to a range which has a lower pay grade, shall receive the minimum rate of the range of the new classification or the rate within the range which is nearest to the former rate, whichever is greater.

Section 2. Pay rate upon demotion shall be governed by the following provisions:

a. Upon demotion due to reduction in force, employee request, or other cause which is through no fault of the employee, he may be paid at the corresponding step in the

lower pay grade or the step at which he was formerly paid in that classification, or up to the highest step in the classification. The determination will be made by the City Manager based upon the qualifications of the employee.

b. When an employee is demoted to his former classification during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during his probationary period, he shall be eligible for any increase he normally would have reached had he not been promoted.

c. Upon demotion for cause, the rate of pay in the lower range shall be set by disciplinary authority in consideration of the cause.

Section 3. When a transfer is made from one position to another with the same pay range, the base pay of the transferred employee may remain unchanged.

Section 4. Progression through the steps within a pay grade shall be governed by the following provisions:

a. When a new employee has been continuously employed without a break in service of one (1) or more working days for a period of six (6) months, he becomes eligible for and may be granted a one step increase. However, if the employee was hired at a step other than the Step 1, he shall not be eligible for a one (1) step increase for one year from date of hiring. At the end of one (1) year eligibility period thereafter, he becomes eligible for and may be granted a satisfactory performance increase until he reaches the maximum of the classification.

b. Employees who are promoted to Step 1 of a higher classification shall be eligible for a satisfactory performance increase after completing six (6) months of continuous service in the higher classification; except that employees serving in a probationary status due to such promotion shall not be eligible to receive a satisfactory pay increase until they have completed the probation period.

c. When an employee becomes eligible for a satisfactory performance increase, any increase he may receive shall be based upon his performance evaluation as outlined in the Article in this Agreement concerning Performance Evaluation.

d. Employees on disciplinary probation or extended employment probation are not eligible for merit increases, promotions, or lateral transfers during the probation period.

Section 5. Any Police Officer who is designated as a Field Training Officer shall be compensated at the rate specified in the corresponding step of the Master Police Officer range during that period in which he is assigned the responsibilities of training a Probationary Police Officer. Any Master Police Officer or Sergeant who is designated as a Field Training Officer shall be compensated an additional $1.50 per hour while training.

Section 6. Assignment Pay for Non-Patrol Divisions.

a. For officers assigned to a non-Patrol Division position before July 1, 2016: An officer (Police Officer, Master Police Officer, Sergeant, Lieutenant or Captain) not assigned to a Patrol Division as defined in the Department Organizational Chart dated 7/1/16 shall be considered to be on a temporary status for a period of two years and paid assignment pay at the rate of fifty-seven and 70/100ths dollars ($57.70) per pay period. The temporary status period will be for the purpose of training and evaluation. During this period the officer will complete a minimum of two courses in advanced investigative techniques or comparable training.

b. Upon completion of the temporary status period and upon recommendation of supervisors for continuation of the assignment, the officer will be paid an additional twenty-three and 08/100ths dollars ($23.08) per pay period of assignment pay for a total of eighty and 78/100ths dollars ($80.78) per pay period.

c. For officers assigned to a non-Patrol Division position on or after July 1, 2016: Any officer (Police Officer, Master Police Officer, Sergeant, Lieutenant or Captain) who is assigned to a non-Patrol Division position on or after July 1, 2016, shall receive assignment pay in the amount of $125 per month for as long as the non-Patrol Division assignment continues. Those officers who were assigned to non-Patrol Division positions before July 1, 2016 shall continue to receive assignment pay according to subsection "a" and "b" of this Section as long as they continue to be assigned to a non-Patrol position. If said Officers leave their non-Patrol Division position, their assignment pay shall cease. If an officer who received the higher rate of assignment pay leaves the non-Patrol position and later returns to a non-Patrol position, his or her assignment pay shall be at the rate of $125 per month. The monthly payment for the $125 assignment pay shall be made based on payment of fifty-seven and 70/100ths dollars ($57.70) per pay period.

d. The Chief retains the right to make assignments of officers to the non-Patrol assignments or to remove officers from such assignment for reasons that are not arbitrary, capricious or discriminatory in nature.

e. Officers who have been assigned to the Criminal Investigations Division or Special Investigations Division for at least two years and have completed a minimum of two courses in advanced investigative techniques or comparable training prior to July 1, 2011, shall be considered to have completed the temporary status period specified in (a) above and shall be eligible for the total assignment pay specified in (b) above. Officers who have not yet completed the requirements specified in (a) above as of July 1, 2011, shall receive credit toward these requirements for time assigned to the Criminal Investigations Division or Special Investigations Division and courses in advanced investigative techniques or comparable training that were completed prior to July 1, 2001.

Section 7. Working Out-of-Classification Pay. If an employee is directed by the Chief, or his designee, to perform the duties of an employee absent from regularly assigned duties in a higher rank on a temporary basis, the employee's pay rate shall be increased by 4% above their present salary. The higher rate will remain in effect for the entire time spent filling the vacancy, provided the employee spends a minimum of four (4) hours per shift performing the duties of the higher rank.

Section 8. Shift Differential Pay. Employees regularly assigned to Patrol Shifts 2, 3 or 4 or the second shift in any other division of the Department will receive an eighteen cent ($.18) per hour shift differential in addition to their regular base pay according to the following provisions:

a. Shift differentials shall be added to or deducted from an employee's rate of pay concurrent with changes in the employee's regularly assigned shift which can be reasonably expected to exceed thirty (30) days duration.

b. Employees on regularly scheduled day shifts who are called back for evening or nighttime work, or daytime employees who work evening or night hours on an overtime basis, shall be ineligible for shift differential pay.

c. Shift differential based on the employee's regular assigned shift shall be used in computing the adjusted overtime rate and shall apply to all approved paid leaves. It shall not apply to any payout of accrued sick leave or vacation leave at termination of employment.

Section 9. Officers who are selected as interpreters and who speak a designated foreign language or perform sign language fluently shall receive twenty-five dollars ($25) per pay period. Selected officers shall be required to serve as interpreters for the Department on an as needed basis. Foreign or sign language needs, as well as the number of officers selected, shall be determined by the Police Chief. The Department reserves the right to administer standardized tests for fluency.

ARTICLE 28

WAGES

Section l. All employees covered by the terms of this Agreement shall be paid in accordance with the applicable annual salaries set forth in Appendix A.

Section 2. All employees shall receive their pay via direct deposit. Employees shall execute the required documentation to authorize the direct deposit of the employee's compensation into a financial institution of the employee's choice. The City will still provide a detailed "check stub" indicating the net amount of the employees pay, withholdings, accruals, and deductions.

Section 3. For employees who choose not to authorize direct deposit, they will be issued a debit/credit card. On pay days, their card will be "loaded" with the amount of their net pay. This card can be used to obtain cash or make purchases.

Section 4. Employees will be paid every other Friday, unless payday falls on a holiday, in which case employees will be paid on the last normal workday prior to the holiday.

Section 5. The parties agree that effective July 1, 2016 through June 30, 2017, merit increases for employees who would potentially be eligible for such increases shall be granted such increases.

ARTICLE 29

EDUCATION PAY

Section l. Employees of the bargaining unit who are commissioned police officers shall receive education pay per pay period for the completion of College Degrees as outlined below.

DEGREE	SALARY INCREMENT
Associate Degree or 80 accredited college hours	$39.20
Bachelor's Degree	$63.00
Master's Degree	$77.54

Employees who were being paid Education Pay for accumulation of college credit hours under the Education (Incentive) Pay Program in effect under the City/FOP Contract during FYE98 shall continue to be paid $.484625 per credit hour per pay period to a maximum of $46.04 per pay period for appropriate college credit hours attained through June 30, 1998 until such time those employees are eligible for the "Salary Increment Per Month" for any of the Degree programs outlined above or in accordance with the formula outlined in Section 2 of this article, whichever allows more Education Pay.

Section 2. Employees who have not completed a degree as outlined above will receive Education Pay at the rate of $.49 per credit hour per pay period to a maximum of $39.20 per pay period for accredited college credit hours.

ARTICLE 30

TUITION ASSISTANCE

Section l. The City recognizes that a police force whose educational level closely approximates the educational level of the community is advantageous toward providing the best possible service to the community. To further that goal, the City will make available eighteen thousand dollars ($18,000) to the bargaining unit to assist bargaining unit members who are furthering their education. Allocation of these funds among bargaining unit members may be recommended to the Police Chief by the bargaining unit officers. Employees are limited to five hundred and fifty dollars ($550.00) per semester, subject to approval by the Chief of Police and the following rules:

a. In order to be reimbursed by the City, the bargaining unit member must receive prior approval of the Police Chief before enrollment.

b. Bargaining unit members may receive reimbursement for tuition, course fees, mandatory facility fees, and books for approved courses.

c. In the event an employee fails to receive a letter grade of "C" or above, or a satisfactory completion certificate for a non-graded course, reimbursement will be made to the City by withholding the appropriate amount from the employee’s incentive pay or wages.

d. Reimbursement shall also be made to the City in the event the employee leaves the bargaining unit prior to completion of the course work.

e. Funds not expended in accordance with this Article by the end of the contract year shall revert back to the City.

f. The Police Chief, on an exception basis, may allow employees more than the maximum of $550.00 per semester, but in no event shall an employee receive in excess of $2,000.00 per year. If the Police Chief allows employees amounts in excess of $550.00/semester, the additional amounts shall be allowed on an equal basis to the employees, provided, no employee shall receive any amount in excess of their actual expenses allowed in "b" above. In this regard, the Police Chief shall have absolute discretion in granting exceptions.

ARTICLE 31

RETIREMENT

Section l. A regular paid employee (police officer) shall participate in the Police Pension and Retirement System pursuant to the state laws. Benefits from the fund shall be in accordance to state laws.

a. The City shall appropriate funds, for the use and benefit of the System, equal to a minimum percentage of the actual paid base salary of each member of the System employed by the municipality as required by State law.

b. The sum appropriated shall be paid to the System within ten (l0) days following the payroll period on which the contribution is based.

c. The employee shall contribute to the System a minimum percentage of the member's actual paid base salary as required by State law.

d. The sums contributed shall be paid to the System as provided in this article within ten (l0) days following the payroll period on which the contributions are based.

e. All funds received by a participating municipality for police retirement purposes shall be forwarded to the State Board for credit to the municipality's account.

ARTICLE 32

INSURANCE

Section l. The City shall maintain a Group Life Insurance, Group Health Insurance and Group Dental Insurance Plan for members of the FOP. Further, the City and employee shall each pay the monthly medical and/or dental insurance premium costs as set out in the Appendix B-2 and B-2a titled "Health and Dental Insurance Premiums" for the coverage selected by the employee. Benefits for said insurance will not be changed by the City to less than those provided in the immediately

preceding fiscal year. Should the insurance carrier change benefits, the City and the FOP shall consult in order to determine if different insurance coverage should be obtained. Following consultation a recommendation may be forwarded by the FOP to the City Manager, however, this recommendation shall not be binding on the City.

Section 2. Each member of the FOP may optionally exercise a choice for any extended benefits beyond those contracted by the City for themselves and/or dependents.

Section 3. Should an employee exercise his choice for Dependent Health and/or Dental Insurance, the City agrees to pay 74% of the cost of the dependent health and/or dental coverage premiums. Such payment shall be made directly to the City's Group Health and/or Dental Insurance Carrier.

Section 4. The City will provide health and dental insurance which emphasizes controlling rising insurance costs through closely monitoring and managing of claims. Should claims experience savings occur through better managing of claims, then both the City and the FOP are committed to retaining those savings to help offset future premium increases and/or expanding benefits provided under the plan. The Employee Health Insurance Committee may convene at the request of the City Manager or at the request of the FOP if approved by the City Manager to formulate recommendations for the use of the claims experience savings. Such recommendations shall be forwarded to the City Manager and the FOP President.

Section 5. Members of the bargaining unit will be provided the opportunity for themselves and their spouses to participate in a Wellness Plan as set out in Appendix C-1 of this agreement.

ARTICLE 33

TRAVEL ALLOWANCE

Section l. Employees are eligible for reimbursement of expenses incurred on official assignments. Such reimbursements refer to cost incurred in travel, food, lodging, and transportation. These expenses must be submitted in writing on a formal request form provided by the Human Resources Department. This request must be submitted in advance to the employer for approval.

ARTICLE 34

LIABILITY COVERAGE

Section 1. The City recognizes that a Bargaining Unit member acts as a representative of the City when the member performs official duties. Therefore, the City shall provide a defense for any member when liability is sought for any violation of property rights or any rights, privileges, or immunities secured by the Constitution or the laws of the United States or by the Constitution or the laws of the State of Oklahoma when alleged to have been committed by the member while acting within the scope of employment. Scope of Employment shall include:

a. Actions taken by a Bargaining Unit member during active duty which are in furtherance of applicable federal, state and municipal laws, City policies and procedures, and the Operations Manual for the Norman Police Department.

b. Actions taken by a Bargaining Unit member during off-duty time which would have been taken by a member on active duty if present or available, provided such actions were in furtherance of applicable federal, state and municipal laws, City policies and procedures, and the Operations Manual for the Norman Police Department.

The City shall not be required to defend actions performed by an off-duty member when such actions are performed in furtherance of the goals of an employer other than the City who is providing compensation for such member's services, or when not acting within Scope of the member's City employment as determined by the mechanism as set out in Title 11 O.S. §23-101 et seq.

Section 2. The City shall pay or cause to be paid any judgment allowable by law entered in the courts of the United States, the State of Oklahoma or any other state against any member or settlement agreed to by the City entered against any member, and any costs or fees, for a violation of property rights or any rights, privileges or immunities secured by the Constitution or laws of the United States or the Constitution or the laws of the State of Oklahoma which occurred while the member was acting within the scope of employment.

The maximum aggregate amount of indemnification paid directly from funds of the City to or on behalf of any member pursuant to this section for State Tort claims shall not exceed the maximum figures authorized by the provisions of Section 154 of Title 51 of Okla. Statutes regardless of the number of persons who suffer damage, injury or death as a result of the occurrence.

Section 3. The City shall have the right to recover from a member the amount expended by the City to provide a defense, or pay a settlement agreed to by the member and the City or pay the final judgment, if it is determined by a Court of competent jurisdiction that the member's conduct which gave rise to the action was fraudulent, corrupt, or in bad faith, or if the employee fails to reasonably cooperate in good faith in defense of the action.

Section 4. The City shall provide legal counsel for claims against members. When deemed appropriate by the Norman City Attorney the City shall allow outside counsel to be employed when a conflict of interest may arise between representing the member in an official capacity and representing the member individually. A member named as a party to the lawsuit may request employment of outside counsel and such a request shall be honored by the City if deemed appropriate by the Norman City Attorney. In the event the City Attorney does not feel outside counsel is appropriate, a member may appeal this decision to the City Manager. The costs of outside counsel shall be included in any costs or fees recoverable.

Section 5. To provide the coverage that is the intent of this section, the City, at its option, may maintain a Police Professional Liability Insurance Policy, a self-insurance trust, a sinking fund, or a revolving fund established, maintained and administered by the City, or any combination of these.

ARTICLE 35

PERSONAL PROPERTY

Section l. An employee's personal property which, in the judgment of the employer, the employee may be reasonably expected to have while on duty, which is damaged or destroyed in the course of performing that duty, shall be repaired or replaced at the expense of the employer to a maximum dollar value set forth below. In no event shall the repair or replacement cost to be paid by the employer exceed the actual value of the item damaged or destroyed. Payment shall not be made for normal wear and tear.

a. Prescription Eyeglasses - $300.00
b. Watches - $100.00
c. Shoes - $100.00
d. Other items as approved by City Manager at value acceptable to the City Manager.
e. Non-prescription sunglasses - $50.00
f. Cell Phones (smart phones) - $250.00

ARTICLE 36

UNIFORMS AND EQUIPMENT

Section l. The employer is committed to maintaining the professional appearance and safety of its police officers and shall supply the initial uniforms and equipment required of each employee.

Section 2. The style, material and fit of uniforms will be determined by the employer. Uniform regulations will be adopted by the employer and variances from these regulations by an employee may be cause for disciplinary actions.

Section 3. A policy will be included in the Police Department Operations Manual to provide a list and description of uniforms and departmental equipment. The employer agrees to include within this policy a mechanism for the replacement of personal body armor so as not to exceed the manufacturer's warranty. Refer to Norman Police Department Operations Manual, Policy 320.

Section 4. Employees are required to maintain uniforms equal to their departmental issue in a serviceable condition. Failure to do so may be cause for disciplinary actions. If the employer changes or modifies the existing uniform and prohibits the wearing of previously purchased uniforms, the employer will supply an initial issue of the new uniforms and any departmental equipment without cost to the employee. All uniforms damaged in the line of duty, to an extent below the standard of safety and professional appearance anticipated in Section 1 of this Article, will be replaced by the employer. The employer will maintain all departmental equipment.

Section 5. The employer will solicit quotes from local vendors for all approved uniforms and equipment by July 1st of each fiscal year. Employees covered by this contract shall then be able to purchase uniforms according to the solicited prices.

Section 6. All commissioned police officers shall receive fifty-seven and 70/100th dollars ($57.70) per pay period for uniform maintenance and cleaning allowance.

Section 7. Upon separation, termination, or retirement the employer may require the employee to return serviceable Departmental Equipment.

Section 8. Employees who meritoriously and honorably retire from service shall be allowed to retain the following items and other Departmental Equipment as approved by the Chief of Police:

1. *Service Sidearm:* The retiring officer shall be given a current issue firearm. A retiree may also purchase other currently assigned duty weapon(s) from the City at a surplus price.
2. *Breast Badge:* The retiring employee's breast badge shall be retired and presented to the retiring employee. However, the number of the badge shall not be retired.

3. *Wallet Badge:* The retiring employee shall be presented with a wallet badge.
4. *Plaque of Appreciation and Loyalty:* Each retiring employee shall be presented with a "Plaque of Appreciation and Loyalty."
5. *Letter from the Chief of Police, Honorable Retirement:* The Chief of Police shall present to the retiring employee a letter of honorable retirement.
6. *Commission Card:* Commission card with RETIRED on the face of the card shall be presented to the employee who has faithfully served his or her tenure.
7. *Uniform:* The retiring employee shall be issued one (1) complete uniform.

ARTICLE 37

LONGEVITY PAY

Section l. Longevity pay is made in recognition of an employee's tenure and faithful service to the City.

Section 2. Employees who begin their fifth year of continuous service with the City of Norman will receive longevity pay effective with the pay period in which their fifth year of continuous service begins. FOP members shall receive longevity pay based on the following formula:

> $3.70 per pay period times the number of years of continuous service plus the year in which the employee is currently working.

Section 3. Longevity pay shall be made in addition to an employee's base pay and shall be received bi-weekly on the same paycheck that an employee receives his normal pay.

ARTICLE 38

CHECK-OFF OF DUES

Section l. The employer agrees to deduct regular monthly FOP dues from earned wages of those employees who are in the bargaining unit, or a service fee from the earned wages of those employees who are in the bargaining unit and are non-members of the FOP. The service fee is for the negotiation and administration of the Collective Bargaining Agreement. The deductions shall be made from each paycheck in the amount certified to be correct by the Treasurer of the FOP. A check for the total deductions will be mailed to the Treasurer of the FOP no later than fifteen (l5) calendar days after the deduction is made. Deductions will not be made from the earned wages of employees unless an authorization form signed by the employee is presented to the Human Resources Department. This authorization form must be presented more than one (l) week prior to the beginning date of the deduction. Authorization to deduct FOP dues from an employee's paycheck may be revoked by that employee by indicating said revocation to the City and FOP President in writing. The revocation must be presented more than one (1) week prior to the beginning date of the revocation.

Section 2. The City will deduct either dues or service fees only from the employee's paycheck, and will not deduct initiation fees, special assessments, fines, or any other deductions. The amount of the deduction shall not be changed more than twice during the contract year. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

Section 3. The City will provide the FOP Treasurer with a detailed report showing individual name, social security number, division/department, and deduction amount at the time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the FOP. The employer shall not be responsible for errors. In the case an error or improper deduction is made by the employer, a proper adjustment of the same shall be made by the FOP with the employee affected.

Section 5. The FOP will indemnify, defend, and hold the City harmless against any claims made, and against any suits instituted against the City on account of payroll deductions of FOP dues or service charges.

Section 6. The employer shall take the action required to assure that the employees are apprised of their rights under Ordinance No. 0-7576-l, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in the FOP or other exercise by employees of the rights under the Ordinance. Neither shall there be solicitation of employees for membership in the FOP during working hours, nor shall there be solicitation of FOP members to discontinue membership in the FOP during working hours.

Section 7. The City and the FOP agree that in the event the Right to Work Amendment to the Oklahoma Constitution is repealed, then the City agrees to reopen negotiations on this Article.

ARTICLE 39

FOP BUSINESS

Section l. The parties agree that certain employees will have time off in accordance with the following provisions:

(a) Any elected Lodge officer, not to exceed four (4) people shall be permitted on-duty time to attend regularly scheduled FOP meetings if his or her regular tour of duty occurs during the meeting times. Such time off shall not exceed three hours per individual in any calendar month.

(b) Three (3) members of Lodge #l22 of the FOP shall be afforded time off with pay to participate in collective bargaining sessions with the City Manager or designees, if those members' scheduled tour of duty should conflict with the time scheduled for the negotiating sessions.

(c) Short term leave of absence may be granted to members of Lodge #l22 of the FOP, not to exceed six (6) people, upon written request by the President of the Lodge. Such short term leave of absence shall be limited to the State FOP Winter Convention, State FOP Summer Convention, the National FOP Convention, National, State and Local Memorial Services.

Section 2. Members of the bargaining unit shall be allowed to voluntarily donate accrued vacation leave or accrued compensatory time to be utilized by the FOP members performing FOP business as set out in Section 1(a) and 1(c) and Section 3 to this Article. Bargaining unit members desiring to so donate such leave time shall make such donation in writing. The City shall donate

leave hours equal to the total leave hours donated by the FOP, provided that the aggregate amount of leave time so donated by the City and the FOP shall not exceed a total of 400 hours in any contract year. Leave hours not expended by the FOP during the contract year shall be carried over to the next contract year, provided that the aggregate amount of leave time available to the FOP shall not exceed 400 hours in any contract year.

Section 3. In addition to the time provided for in Section l(b) of this Article, the City shall grant leave to FOP lodge officers or members of the negotiating team, not to exceed three (3) people, who are researching or collecting data to prepare for negotiations upon written request by the President of the Lodge. Such leave shall be scheduled through the Chief of Police and will not be granted in less than eight hour increments except with approval of the Chief of Police.

ARTICLE 40

SAVINGS CLAUSE

Section l. Should any article, section, or portion thereof 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 41

DURATION OF AGREEMENT

Section l. This Agreement shall become effective 12:01 a.m. July 1, 2016, and shall remain in full force and effect until midnight June 30, 2017. It shall be automatically renewed from year to year, thereafter, except for those articles dealing with economic issues, unless either party shall notify the other in writing on or before the 5th day of January preceding the June 30 termination date. Those articles dealing with economic issues shall include, among other articles, Overtime, Holidays, Retirement, Vacation Leave, Sick Leave, Court and Jury Leave, Wages, Incentive Pay, Tuition Assistance, Personal Property, Dependent Health Coverage, and Injury-on-the-Job Leave.

Notice shall be deemed proper if postmarked on or before January 5, 2017, mailed to the following addresses:

Fraternal Order of Police Lodge No. 122 Post Office Box 5205 Norman, Oklahoma 73070	City Manager City of Norman P.O. Box 370 Norman, Oklahoma 73070

Notice shall also be deemed proper if hand-delivered to an FOP officer or to the office of the City Manager, as appropriate, on or before January 5, 2017.

Section 2. Section l0-204 of Ordinance 0-7576-l, passed by the City Council of the City of Norman, Oklahoma, on August l9, l975, as amended by Ordinance O-8788-50 passed by the City Council of the City of Norman on April 26, 1988, is hereby recognized and the effects of the same will be enforced as if it were a portion of this Article and this Agreement, and written verbatim and in total herein. If any portion of said Ordinance is in conflict with the FPAA then the FPAA shall prevail.

Section 3. No provision of this Agreement shall be retroactive to a time prior to the effective date by the parties involved.

Section 4. The City shall provide the FOP with one (1) unbound copy and a sufficient quantity of bound copies of the Agreement between the City of Norman, Oklahoma and the Fraternal Order of Police, Lodge 122 to supply each member with a bound copy of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this 21st day of October, 2016.

THE CITY OF NORMAN

BY: _____
CITY MANAGER

Syndi Runyon Deputy
CITY CLERK

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

LOCAL NO. 122 OF THE FRATERNAL ORDER OF POLICE

BY: _____
PRESIDENT

APPROVED as to form this 21st day of October, 2016.

_____
CITY ATTORNEY

APPENDIX A
FOP Pay Grades
FYE 2017
(In alphabetical order)

Position Title	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Crime Analyst	F32	Annual	57463	59762	62152	64638	67224	69913	72709	75618	78643	80214	81820
		Monthly	4788.58	4980.17	5179.33	5386.50	5602.00	5826.08	6059.08	6301.50	6553.58	6684.50	6818.33
		Bi-Weekly	2210.12	2298.54	2390.46	2486.08	2585.54	2688.96	2796.50	2908.38	3024.73	3085.15	3146.92
		Hourly	27.6263	28.7316	29.8810	31.0762	32.3192	33.6120	34.9563	36.3549	37.8090	38.5648	39.3363
Forensic Investigator	F39	Annual	64638	67224	69913	72709	75618	78643	81788	85060	88463	90232	92036
		Monthly	5386.50	5602.00	5826.08	6059.08	6301.50	6553.58	6815.67	7088.33	7371.92	7519.33	7669.67
		Bi-Weekly	2486.08	2585.54	2688.96	2796.50	2908.38	3024.73	3145.69	3271.54	3402.42	3470.46	3539.85
		Hourly	31.0762	32.3192	33.6120	34.9563	36.3549	37.8090	39.3211	40.8942	42.5301	43.3805	44.2481
Master Police Officer	F27	Annual	52687	54794	56986	59265	61636	64102	66666	69333	72106	73548	75019
		Monthly	4390.58	4566.17	4748.83	4938.75	5136.33	5341.83	5555.50	5777.75	6008.83	6129.00	6251.58
		Bi-Weekly	2026.42	2107.46	2191.77	2279.42	2370.62	2465.46	2564.08	2666.65	2773.31	2828.77	2885.35
		Hourly	25.3302	26.3434	27.3973	28.4931	29.6327	30.8183	32.0509	33.3329	34.6662	35.3593	36.0666
Police Captain	F40	Annual	70696	73524	76465	79524	82705	86013	89454	93033	96753	98688	100661
		Monthly	5891.33	6127.00	6372.08	6627.00	6892.08	7167.75	7454.50	7752.75	8062.75	8224.00	8388.42
		Bi-Weekly	2719.08	2827.85	2940.96	3058.62	3180.96	3308.19	3440.54	3578.19	3721.27	3795.69	3871.58
		Hourly	33.9887	35.3483	36.7623	38.2328	39.7621	41.3524	43.0066	44.7270	46.5161	47.4461	48.3950
Police Lieutenant	F34	Annual	61331	63784	66335	68989	71748	74618	77603	80708	83935	85615	87326
		Monthly	5110.92	5315.33	5527.92	5749.08	5979.00	6218.17	6466.92	6725.67	6994.58	7134.58	7277.17
		Bi-Weekly	2358.88	2453.23	2551.35	2653.42	2759.54	2869.92	2984.73	3104.15	3228.27	3292.88	3358.69
		Hourly	29.4861	30.6654	31.8920	33.1678	34.4943	35.8740	37.3092	38.8016	40.3535	41.1608	41.9839

APPENDIX A
FOP Pay Grades
FYE 2017
(In alphabetical order)

Position Title	Grade	Basis	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Police Major	F45	Annual	82715	86023	89464	93043	96765	100636	104661	108847	113201	115465	117774
		Monthly	6892.92	7168.58	7455.33	7753.58	8063.75	8386.33	8721.75	9070.58	9433.42	9622.08	9814.50
		Bi-Weekly	3181.35	3308.58	3440.92	3578.58	3721.73	3870.62	4025.42	4186.42	4353.88	4440.96	4529.77
		Hourly	39.7667	41.3574	43.0118	44.7323	46.5216	48.3825	50.3180	52.3304	54.4235	55.5121	56.6222
Police Officer	F25	Annual	48712	50662	52687	54794	56986	59265	61636	64102	66666	68000	69359
		Monthly	4059.33	4221.83	4390.58	4566.17	4748.83	4938.75	5136.33	5341.83	5555.50	5666.67	5779.92
		Bi-Weekly	1873.54	1948.54	2026.42	2107.46	2191.77	2279.42	2370.62	2465.46	2564.08	2615.38	2667.65
		Hourly	23.4195	24.3565	25.3302	26.3434	27.3973	28.4931	29.6327	30.8183	32.0509	32.6921	33.3458
Police Sergeant	F27	Annual	52687	54794	56986	59265	61636	64102	66666	69333	72106	73548	75019
		Monthly	4390.58	4566.17	4748.83	4938.75	5136.33	5341.83	5555.50	5777.73	6008.83	6129.00	6251.58
		Bi-Weekly	2026.42	2107.46	2191.77	2279.42	2370.62	2465.46	2564.08	2666.65	2773.31	2828.77	2885.35
		Hourly	25.3302	26.3434	27.3973	28.4931	29.6327	30.8183	32.0509	33.3329	34.6662	35.3593	36.0666

APPENDIX B-1
CITY OF NORMAN - FOP
Medical Benefit Plan 2017

Medical	**Effective 1-1-2015**	
Benefit Discription	**In-Network**	**Out-of-network**
Lifetime Maximum	Unlimited	Unlimited
	Includes Organ Transplant	
First Dollar Medical Coverage		
Individual	$1,000 @ 100%	No first dollar medical coverage
Family	$2,000 @ 100%	
	(excludes co-pays)	
Calendar Year Deductible		
Individual	$150 - medical	$400 - medical
Family	$300 - medical	$800 - medical
	Then:	
Co-insurance percentage	90%	70%
(unless otherwise noted)	After deductible	After deductible
Physician's Office Visit	$25	70%
Co-pay	No deductible/no co-insurance	After deductible
Pre-admission	100%	70%
Out-patient testing	No deductible	No deductible
Out-patient surgery	90%	70%
	After deductible	After deductible
In-patient Hospital	90%	70%
	After deductible	After deductible
Emergency Room - **Emergency Medical Condition** (facility and physician services)	90% - No deductible/ No co-pay	90% - No deductible/No co-pay
Emergency Room - **Non-Emergency Medical Condition** (facility and physician services)	90% after $100 co-pay	70% - After deductible
Physical Therapy	90% - after deductible	70% - After deductible
Wellness/Preventive:		
Mammography, Prostate,	100%	70%
Pap Smear, Well Child	No deductible	No deductible
Chiropractic:	$500 calendar year maximum	
spinal adjustment	90%	70%
	After deductible	After deductible
Imaging and Lab	90%	70%
(Non-wellness)	After deductible	After deductible
Annual out-of-pocket maximum		
Individual	$3,175	$5,000
Family	$6,350	$10,500
Includes:	Deductible, co-insurance, co-pays	
	in network - medical and rx	

Prescription Drugs	**Effective 4-1-2012**	
Benefit Desciption	**In-Network**	**Out-of-network**
Retail - participating pharmacy		
Generic	$10 co-pay/no deductible	70%
Preferred name brand	$25 co-pay/no deductuble	After deductible
Non-preferred name brand	$45 co-pay/no deductible	
Mail Order - 90 day supply		
Generic	$20 co-pay/no deductible	Not applicable
Preferred name brand	$50 co-pay/no deductible	
Non-preferred name brand	$90 co-pay/no deductible	

This is a benefit summary. Please refer to your Summary Plan Description and/or Summary of Benefit Coverage for a complete list of benefits.

APPENDIX B-2
Health & Dental Insurance
FYE 12 Semi-Monthly Premiums with Wellness Participation*
Effective January 1, 2014**

	Employee Cost	City Cost	Total Premium
Health			
Single Health	$ 20.99	$287.67	$308.66
Addnl Family Health	$103.00	$293.16	$396.16
Total Family Health	**$123.36**	**$581.46**	**$704.82**
Dental			
Single Dental	$1.92	$26.31	$28.23
Addnl Family Dental	$9.60	$27.30	$36.90
Total Family Dental	**$11.52**	**$53.61**	**$65.13**
TOTAL			
Total Health & Dental - Single	$ 22.91	$313.98	$336.89
Addnl Health & Dental - Family	$112.60	$320.46	$433.06
Total Health & Dental Family	**$135.51**	**$634.44**	**$769.95**

*Effective May 1, 2012 the Employee semi-monthly health premiums shown above will increase by $25 or $50 in cases where the employee's (and covered spouse's) full and proper participation in the Wellness Plan Health Risk Assessment and Biometric testing does not occur. (The difference in the premium increase being based on single or family coverage as applicable).

**This chart reflects changes to the City/Employee allocation of premiums. The employee's allocation increased and the City's decreased 1% for the family premium and 1.2% for the single premium.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF NORMAN, EMPLOYER
AND
FRATERNAL ORDER OF POLICE, LODGE #122

The City of Norman (the City) and the Fraternal Order of Police, Lodge #122 (the FOP) and collectively, "the Parties", have had discussions and negotiations concerning resolution of the FY 2011/2012 (FYE 12) collective bargaining agreement (CBA) The Parties have reached a tentative agreement subject to approval of the FOP membership and approval by the City, based on changes agreed to and known to the parties and set forth in an FYE 12 CBA settlement summary document.

As a part of this tentative agreement, the City and the FOP have agreed to certain provisions of a new "Wellness Program" that will be implemented within this agreement that involves confidential medical testing designed to increase plan participant awareness regarding their health and the risk factors that may influence their future health.

The Parties agree that this MOU and the Wellness Program provisions attached are set forth based on the mutual efforts of the parties to provide greater clarification of these Wellness Program testing processes and shall be considered to be part of the FYE 12 collective bargaining agreement.

The Parties agree that this MOU and the provisions attached are set forth based on the mutual efforts of the parties to reach a fair and good faith settlement of the FYE 12 CBA.

The parties have executed this Memorandum of Understanding effective as of the date signed below.

City Representative

01/25/12
Date

Lodge #122 President

012512
Date

APPENDIX C-1

City of Norman/FOP Wellness Program

For Plan Year 2017, the City will continue to provide Wellness Program features designed to increase Wellness plan participation. The purpose of this annual health evaluation is to improve participant health awareness, allow employees to avoid significant health issues by taking appropriate preventative intervention measures and therefore promote health, save lives and decrease the financial impacts of major illness on the City's health insurance plan. The following program components will be included within this Wellness Program effort:

1. A comprehensive Health Evaluation will be available to all eligible participants annually. Eligible participants are all City employees and their spouses, if covered by the City's health insurance plan. Interactive Health, a third party administrator, will oversee the evaluation process. The process will include a fasting blood draw, blood pressure test and completion of a Health Assessment. The comprehensive blood screening includes, but is not limited to:

    - Cardiovascular disease risks (high cholesterol, high blood pressure)
    - Diabetes
    - Liver and kidney disease
    - Blood, bone and muscle disease (including certain types of cancer)

2. There will be two options to have screenings performed:

On-Site Testing

Participants wishing to take advantage of convenient on-site testing will be asked to register, in advance, by using the online (www.myinteractivehealth.com) registration tool or calling Interactive Health at 800-840-6100. The Health Assessment form can be completed on-line, or if not on-line, the form will be provided at the on-site screening. Registering online will include selecting your date, time and location of your onsite test. On-site tests will be scheduled approximately the last week in **March, 2017** and the first week of **April, 2017** for an approximate two (2) week period.

Deadlines

Participants shall have from **January 3, 2017 through March 14, 2017** to complete their registration for on-site testing.

LabCorp Testing

Participants wishing to have their screening conducted at a LabCorp facility will be required to go on-line (www.myinteractivehealth.com) prior to arriving at LabCorp in order to register and complete their Heath Assessment. Participants requiring assistance with this online process may call Interactive Health at 800-840-6100. Once a participant has registered, Interactive Health will mail a packet containing a health assessment form, lab locations and instructions. Testing will be available on a "walk-in" basis. Employees can use any available leave accruals if using LabCorp (no leave will be required at the on-site testing). There shall be no co-pay or co-insurance for these services.

Deadlines

Participants shall have from **January 3, 2017 through May 12, 2017** to register for off-site testing at a participating LabCorp. The Health Assessment Form must be returned to Interactive Health and postmarked no later than May 26, 2017. Tests conducted by LabCorp must also be completed by **May 26, 2017.**

3. The information compiled within the comprehensive health evaluation will be strictly confidentially maintained between the participant and Interactive Health. The information obtained shall not be made available to the City, or any other person or organization, including the employee or employee's spouses own personal medical provider, without written direction and approval of the employee or employee's spouse. The information will also be maintained and only utilized in compliance with Federal HIPPA (privacy) and GINA (genetic information protection) laws.

4. Participants will receive a comprehensive Personal Health Evaluation Report that provides the blood test results as well as a Personal Health Scorecard. It is strongly recommended that participants share and discuss this information with their personal physician for maximum benefit to the participant and our wellness effort. (This testing shall not substitute for the annual no cost physical each employee is entitled to under the Insurance Plan.)

5. An employee and/or spouse who chooses to not participate in the wellness program shall be charged, on a semi-monthly basis, a non-participation fee of twenty five dollars ($25) per individual. The fee will be collected with regular premium costs to the medical plan with a maximum of $50 per month per Non-participating employee or a maximum of $100 per month for a non-participating employee and spouse. Fees will be implemented beginning with the first paycheck in July, 2017.

APPENDIX D
SUBSTANCE ABUSE POLICY

SECTION 1. – This addendum incorporates the City of Norman Drug Abuse Policy and Drug Free Work Place Policy.

1.1. Drug testing shall be conducted according to the policies and procedures outlined in The City of Norman's Drug Free Work Place Policy and this Addendum as well as all applicable existing federal and Oklahoma state laws and regulations[1], written departmental policies, and in accordance with all provisions of the contractual agreement with the bargaining unit. Conditions under which an employee will be tested are:

a. For Cause
b. Post Accident where there is reason to believe there is a potential substance abuse issue;
c Post-rehabilitation testing;
d. Random testing.

1.2 At any time the employee's representative, upon request by the employee, and within the requirements of applicable regulations and requirements of approved testing facilities, shall have the right to inspect and observe any aspect of the drug testing program with the exception of actual specimen collection and individual test results. The employee's representative may inspect individual test results if the release of this information is authorized in writing by the employee involved.

1.3 Failure to submit to a required drug or alcohol test will subject the employee to disciplinary measures as outlined in the current contractual agreement.

1.4 The City of Norman will pay for all City required drug/alcohol testing as required for the proper administration of this policy. If an employee requests a confirmation test of a sample within twenty four (24) hours of receiving notice of a positive test, the employee shall pay all costs of the confirmation test, unless the confirmation test reverses the finding of the challenged positive test. In such cases the City shall reimburse the employee for the costs of the confirmation test.

1.5 Any time use by the employee for drug or alcohol testing required by the City shall be considered as hours worked for purposes for compensation and benefits.

SECTION TWO: Definitions as used in this Appendix:

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[1] Specifically, the Standards for Workplace Drug and Alcohol Testing Act, Title 3A, Sec. 204(A), as amended by S.B. 143, L. 1993, and the resulting "Drug and Alcohol Testing Rules" approved by the Oklahoma State Department of Health.

2.1 The "Act" means the Standards for Workplace Drug and Alcohol Testing Act of the State of Oklahoma.

2.2 "Alcohol" means ethyl alcohol or ethanol:

2.3 "Board" means the State Board of Health..

2.4 The City" means the City of Norman.

2.5 "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;

2.6 "Department" means the State Department of Health for the purposes of this policy; otherwise this means the Police Department.

2.7 "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein:

2.8 "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence of a drug or its metabolites or alcohol in a person's bodily tissue, fluids or products;

2.9 "Employee" means any member of the police department covered under this Collective Bargaining Agreement;

2.10 "Employer" means the City of Norman;

2.11 "Random selection basis" means a mechanism for selecting employees for drug or alcohol testing that:

a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and

b. does not give an employer discretion to waive the selection of any employee selected under the mechanism:

2.12 "Review officer" means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information.

2.13 "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body (this is the

statutory definition).

2.14 "Testing facility" means any laboratory, hospital, clinic or other facility, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

SECTION THREE: DRUG OR ALCOHOL TESTING – RESTRICTIONS

The City will only request or require an employee to undergo testing under the following circumstances.

3.1. "For Cause" testing means a reasonable belief that an employee may be under the influence of drugs or alcohol. This belief must be based on objective and articulable facts and reasonable inferences drawn from those facts in light of experience and may be based upon, among other things:

a. observable phenomena, such as:

(1) the physical symptoms, conduct or manifestations of being under the influence of a drug or alcohol while at work or on duty, or

(2) the direct observation of drug or alcohol use while at work or on duty.

b. a report of improper drug or alcohol use while at work or on duty, provided by reliable and credible sources and which has been independently corroborated, or from another officer;

c. improper possession of drugs or alcohol by the employee on duty.

d. evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while on duty or while on the employer's premises or operating the employer's vehicle, machinery or equipment.

3.2. Post-accident testing: The City will require an employee to undergo drug or alcohol testing if the employer has a cause to believe that the employee or another person has sustained a work-related injury or the employer's property has been damaged as a direct result of the employee's use of drugs or alcohol, including damage to equipment. For purposes of workers' compensation or unemployment compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to Section 465.20 of Title 63 of the Oklahoma Statues, alcohol, illegal drugs, or illegally used chemicals shall be eligible for such compensation unless the employee proves by a preponderance of the evidence that the substances, alcohol, illegal drugs, or illegally used chemicals were not the proximate cause of the injury or accident;

3.3. Random testing: The City will require employees to undergo drug or alcohol

testing at random. The City will pay the cost of the random testing and the confirmation testing.

Testing shall be on a random schedule basis and will include 50% of the employees for drug testing and 10% for breath alcohol testing per year.

a. During the process of random testing, if a positive test is received, the employee will be contacted by the Medical Review Officer. The employee may then request a re-test be completed. The City of Norman will pay the cost of the initial re-test.

b. Upon notification of a positive test result, the employee will meet with the EAP Counselor. The EAP Counselor shall make an assessment and recommendation for treatment and/or counseling. The Employee and the EAP Counselor shall meet with the Human Resources Director to determine specific action(s) to be taken. At all times during this process the employee has the right to union representation and/or to request a hearing, as in any other type of disciplinary procedure.

c. If the confirmation test is also positive, or if the employee refuses to request a second test, the employee shall be placed on suspension without pay and a recommendation for termination proceedings shall commence. As stated above, the employee has the right to union representation and/or to request a hearing at any stage of this process.

d. If the employee refuses to comply with the EAP Counselor's treatment plan or again tests positive in the future, the employee shall be placed on suspension without pay and a termination proceeding shall commence. As stated above, the employee has the right to union representation and/or to request a hearing at any stage of this process.

3.4. Return to Work: An employee may return to work after completing the requirements and upon the recommendation of the EAP Counselor and has a negative return to duty drug test.

3.5 Post-rehabilitation testing: The City may require an employee to undergo drug or alcohol testing for a period of up to two (2) years commencing with the employee's return to work, following a positive test, or following participation in a drug or alcohol dependency treatment program.

SECTION FOUR: CONFIDENTIALITY OF TESTING RESULTS AND RECORDS – DISCLOSURE OF GENERAL HEALTH INFORMATION PROHIBITED.

4.1 The City shall maintain all drug and alcohol test results and related information, including, but not limited to, interviews, reports, statements and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding, except in those actions taken by the employer or in any action involving the individual tested and the employer or unless such records are ordered released pursuant to a valid court order.

4.2 The records described in subsection A of this section, maintained by the employer, shall be the property of the employer and upon the request of the employee tested, shall be made available for inspection and copying by the employee. The employer shall not release such records to any person other than the employee or the employer's review officer, unless the employee, following receipt of the test results, has expressly granted permission in writing for the employer to release such records, or pursuant to a valid court order.

4.3 A testing facility, or any agent, representative or designee of the facility, or any review officer, shall not disclose to any employer, based on the analysis of a sample collected from an employee for the purpose of testing for the presence of drugs or alcohol, any information relating to:

a. The general health, pregnancy or other physical or mental condition of the employee, or

b. The presence of any drug other than the drug or its metabolites that the employer requested be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the employee. Provided, however, a testing facility shall release the results of the drug or alcohol test, and any analysis and information related thereto, to the individual tested upon his or her request.

SECTION FIVE: DISCIPLINARY ACTION

5.1 No action except for a temporary suspension with pay shall be taken by the employer based upon a positive test result unless the test result has been confirmed by a second test as provided for and defined in the statute.

5.2 The City may take disciplinary action against any employee who refused to undergo drug or alcohol testing conducted in accordance with the provisions of the current bargaining unit contract or for adulteration of a sample by the employee is conduct that shall be subject to discipline.

5.3 An employee whose test results show the presence of alcohol or drugs as

defined in this article in excess of those limits set by rule of the State Board of Health shall be subject to discipline, including discharge, in accordance with the provisions of the current bargaining unit contract. In the event of such test results, the employee shall have the opportunity to have additional testing done on the sample and shall have the opportunity to explain the results.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF NORMAN, EMPLOYER
AND
THE FRATERNAL ORDER OF POLICE, LODGE #122

The City of Norman (the City) and the Fraternal Order of Police, Lodge #122 (the Lodge) and collectively, "the Parties", have been in negotiations over the FYE 15 collective bargaining agreement (cba) and have reached an agreement to settle the collective bargaining agreement. Part of that settlement agreement involves placing into effect during the FYE 15 contract year a twenty four (24) month test period of operating under a ten (10) hour shift schedule for the Norman Police Patrol Division as well as the majority of other sworn positions within the Norman Police Department (NPD).

There are a number of agreements and understandings related to this implementation that the parties wish to document in written form and are set forth within this MOU as follows:

1) Ten (10) hour shifts shall be set in place for the Patrol Division and virtually all commissioned Officers (see 2 below) of the Norman Police Department on or after January 1, 2015 and by no later than the end of April 2015.

2) At the time of implementation (and due to the former pay practice of "pre-shift or line-up" meetings and associated pay ending due to shift briefings occurring during regular work shifts) an additional one percent (1%) increase across the board for the entire pay plan of the NPD shall occur. This increase is addition to the two and seventy five hundredths percent (2.75%) increase to the pay plan to be retroactive to July 1, 2014 under the FYE 15 agreement.

3) This change to ten (10) hour shifts shall be placed into effect for a minimum test period of twenty four (24) months, during which time the Chief and NPD will monitor the effects on the service levels provided to citizens, any issues of management of the department such as Officer and citizen safety, scheduling, leave and/or other staffing difficulties not foreseen prior to this implementation, and the overall financial impact changes due to the ten (10) hour shifts (if any) based on overtime and court time costs, training costs and impacts, etc.

4) The Chief shall retain the sole discretion and right of placing specified administrative staff members at the rank of Captain and above as well as SRO Officers and their supervisors(s) on different hours and shifts as determined

necessary. Additionally, the Chief may include a Lieutenant in the Professional Standards office on different hours and shifts as determined necessary and/or appropriate.

5) The Chief shall also retain the sole discretion and right to adjust the starting and ending times of Officer shift assignments to the various shifts as tentatively set forth at the time of this MOU by up to a one hour maximum. For example, a shift tentatively set forth to start at 1130 (11:30 a.m.) may be adjusted to start anywhere between 1030 (10:30 a.m.) and 1230 (12:30 p.m.) and such changes would result in adjusted ending times between 2030 (8:30p.m.) and 2230 (10:30 p.m.). It is understood that it is not the intent of this provision to make continual adjustments to the shift schedules as that creates both employee and management hardships in knowing and adjusting to shift hours. It is also understood the Chief may also use the one (1) hour flexible timeframe noted above to divide a particular shift in a fashion that best serves the issue of Officer safety and citizen services.

6) The original tentative schedule (subject to the above one hour adjustment(s) by the Chief) involves the use of four (4) shifts for Patrol Division, starting with Shift 1 hours of 0600 (6:00 a.m.) to 1600 (4:00 p.m.); Shift 2 hours of 1130 (11:30 a.m.) to 2130 (9:30 p.m.); Shift 3 hours of 2030 (8:30 p.m.) to 0630 (6:30 a.m.); and Shift 4 hours of 1630 (4:30p.m.) to 0230 (2:30p.m.).

7) The Chief will retain the sole discretion and right to make determinations on specialty assignments and transfers in order to try to ensure that service levels, appropriate staffing and departmental efficiency and readiness is maintained. Due to issues at least in part of transition from one shift to another, the parties have agreed to move to a fourteen (14) day FLSA work period while still maintaining that overtime shall be paid over eighty (80) hours during the fourteen day (14) period. There shall be no change to the existing CBA in Article 15 which requires overtime to be paid for hours worked in excess of an officer's shift.

8) At the end of the twenty four (24) month ten (10) hour shift test period, the Chief shall retain the sole discretion and right to make shift determinations to remain on a ten (10) hour shift structure or to return to an eight (8) hour shift structure, per the provisions of the FYE2014 collective bargaining agreement unless the parties have agreed otherwise.

9) It is understood that during this twenty four (24) month test period of ten (10) hour shifts, there shall be no change in the CBA provisions for accrual and use of Sick and Vacation leave. The reference to "working day" in the CBA shall continue to mean the same as "shift".

10) Training Days shall also be considered to be completion of a full work shift (ten hours) if an Officer on ten (10) hour days attends training that ends with less than two and one half (2.5) hours remaining in his/her normal shift. If the Officer completes training in a timeframe with more than two and one half (2.5) hours remaining in the regularly scheduled shift, that Officer is expected to report to duty as soon as reasonably possible.

The parties have executed this Memorandum of Understanding effective as of the date signed below.

Gala Hicks

Gala Hicks, Human Resources Director

12/18/14

Date

984

Robert Wasoski, FOP President

12-18-14

Date