City Hall, Council Chambers
401 S. Johnstone Avenue
Bartlesville, OK 74003

REGULAR MEETING OF THE BARTLESVILLE CITY COUNCIL
Monday, August 3, 2020
Immediately following the Bartlesville Municipal Authority Special Meeting
beginning at 7 p.m.

Mayor Dale Copeland
918-338-4282

ADDENDUM TO THE AGENDA

1. **Discuss and take possible action to approve the Collective Bargaining Agreement between the City of Bartlesville and Fraternal Order of Police Lodge 117 for Fiscal Year 2020-2021. Presented by Jess Kane, City Attorney.**

The Addendum was received and filed in the Office of the City Clerk at 11:23 a.m. on Friday, July 31, 2020 and posted in prominent public view at City Hall, 401 S. Johnstone Ave. Bartlesville, Oklahoma, same day at 5 p.m.

Jason Muninger
Jason Muninger, City Clerk/CFO

/s/ Elaine Banes
by Elaine Banes, Deputy City Clerk

City of Bartlesville Webcast of meeting: https://www.cityofbartlesville.org/city-government/city-council/webcast/
All discussion items are subject to possible action by the City Council. Agenda items requiring a public hearing as required by law will be so noted. The City Council may at their discretion change the order of the business agenda items. City of Bartlesville encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least one working day prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive this rule if signing is not the necessary accommodation.

Addendum Item 1
Agenda Item ___
August 3, 2020
Prepared by Jess Kane, City Attorney
Legal Division

I. SUBJECT, ATTACHMENTS, AND BACKGROUND

Discuss and take action to approve the Collective Bargaining Agreement between the City of Bartlesville and Fraternal Order of Police Lodge 117 for Fiscal Year 2020-2021.

Attachments:
FOP Collective Bargaining Agreement FY 20-21

II. STAFF COMMENTS AND ANALYSIS

The staff has reached an agreement with the FOP, which will last through June 30, 2021. The agreement is subject to Council approval. The contract for fiscal years 2018-2019 and 2019-2020 will rollover and be in place for this fiscal year of 2020-2021, with the exceptions of the following:

- It was negotiated to include the MOU's that were signed during the previous fiscal year in the fiscal year 2020-2021 contract. This provided changes to Article 22 and Article 26 which addresses hire back and the promotional process.
- No step increases would be given so the contract was updated to reflect those change in Article 6, Section 2 and Article 15, Sections 1 and 3.
- There was a "wage re-opener" provision added to Article 15 that will allow for either party to request to negotiate changes to Article 15. This will allow City finances to be reassessed at a later date to determine if it is feasible to do step increases at that time.

Except as above set forth, the contract contains largely the same provisions that have been in previous contracts. All members of the City staff who were involved in this contract negotiation recommend approval of the above contract.

III. RECOMMENDED ACTION

Staff recommends approval and execution of collective bargaining agreement with the FOP Lodge 117.

AN AGREEMENT BETWEEN THE

CITY OF BARTLESVILLE,

OKLAHOMA AND

FRATERNAL ORDER OF POLICE

LODGE 117

FISCAL YEARS

2020-2021

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ARTICLE 1
PREAMBLE

This Agreement is entered into by the City of Bartlesville, Oklahoma, hereinafter referred to as "City" or "Employer", and the Fraternal Order of Police, Lodge 117, hereinafter referred to as "Lodge", and has as its purpose the promotion of harmonious relations between the Employer and the Lodge, the establishment of an equitable and peaceful procedure for the resolution of differences, to insure the well-being of said employees and the efficient and economical operation of the departments in which they are employed, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2
RECOGNITION

Section 1. The City recognizes the Lodge as the exclusive bargaining agent for those officers defined by law as members of the unit, except:

(A) The Chief of Police
(B) One (1) Administrative Assistant
(C) Civilian Employees
(D) Non Full-time C.L.E.E.T. Certified officers
(E) Probationary employees shall not have access to the grievance procedure, but all terms of the CBA shall apply.

Section 2. The President of the Lodge shall be advised in writing who the Chief's Designated Administrative Assistant is, within ten (10) days after this agreement takes effect. In the event there is no Designated Administrative Assistant appointed, the Lodge will be so notified.

ARTICLE 3
GENDER CLAUSE

The City and Lodge hereby agree that the words used throughout this Agreement in the masculine gender shall also include the feminine gender.

ARTICLE 4
MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to under affirmative action to ensure that applicants or employees are treated without regard to race, color, religion, sex, marital status, national origin, ancestry, disability, age, status of Lodge membership or political affiliation, except where a bona fide occupational qualification exists. Each party is obligated to take positive action in affording equal employment, training and promotional opportunities to all members, as required by Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, as amended, and/or other applicable laws.

Section 2. In the event that any portion of this Agreement unintentionally conflicts with the Employer's capability to be in compliance with said laws, the Equal Employment Opportunity Commission (EEOC) Guidelines will be overriding to that portion of the Agreement.

ARTICLE 5
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties thereto, and no provision, term or obligation herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or by change geographically of the place of business or the seat of government of either party hereto.

ARTICLE 6
AUTHORITY AND TERM

Section 1. The City and Lodge have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Lodge and from arbitration proceedings.

Section 2. This Agreement shall be effective as of the 1st day of July 2020, and shall remain in full force and effect until the 30th day of June 2021, in accordance with the provisions of the Fire and Police Arbitration Act. The Parties agree that the monetary provisions for fiscal year 2019-2020, covered by this Agreement are subject to the appropriation of adequate and sufficient funds at the beginning of the fiscal year 2020-2021. In the event the City is unable to or fails to appropriate adequate and sufficient funds by June 30, 2020, for the terms of the 2019-2020 Contract Agreement, the 120-day notification period required by the Agreement shall be waived. The City and Lodge shall immediately enter into good faith collective bargaining for the fiscal year 2020-2021 on monetary issues only. Any agreement reached thereafter on monetary issues shall be effective as of July 1, 2020.

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. Lodge recognizes the prerogative of City to operate and manage its affairs in all respect and in accordance with its responsibilities, and the power or authority which the City has not officially abridged, delegated, granted or modified by this Agreement are retained by the City, and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively without limitations, within the rights of the City.

Section 2. Except as may be limited herein, the City retains the rights in accordance with the U.S. Constitution, the Oklahoma Constitution, the laws of the State of Oklahoma, and the ordinances and regulations promulgated thereunder:

A. To determine the Police Department policy, including the right to manage the affairs of the Police Department in all respects, except as stated above.

B. To assign working hours, including overtime.

C. To direct the members of the Police Department, including the right to hire, terminate, discipline for just cause, promote or transfer any member of the Police Department.

D. To determine the table of organization of the Police Department, including the right to organize and re-organize the Police Department and the determination of job classification and ranks based upon duties assigned.

E. To provide for the safety, health and property protection measures for the Police Department.

F. To allocate and assign work to members of the Police Department.

G. To be the sole judge of the qualifications of applicants, to determine the appropriate training of all employees and to determine the number of employees within the department and on each shift.

H. To schedule the operations and to determine the number, type, and duration of hours of assigned duty.

I. To establish and enforce Police Department rules, regulations, policies, procedures and orders, verbal or written.

J. To introduce new, improved or different methods and techniques of operations of the Police Department or to change existing methods and techniques.

K. To determine the amount of supervision necessary.

L. To control the departmental budget.

M. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency.

N. To layoff or relieve employees due to lack of work or funds or for other legitimate reasons; City shall be the sole judge of what is a legitimate reason for said actions. City agrees to discuss with Lodge representatives its reasoning for taking such proposed action but the final decision is that of the City.

O. To establish procedures for internal investigations and for citizens' complaints.

P. For employees hired after June 30, 2005, City has the right to require such employees to live where they can reasonably physically report to police headquarters within forty-five (45) minutes after notification.

Q. To employ new Police Officers, a $2,000.00 bonus may be granted to new Police Officers with prior experience who hold a C.L.E.E.T. certification or a certification recognized by C.L.E.E.T. In addition, if the new Police Officers successfully pass their first evaluation, then the new officer will receive an additional $2,000.00 bonus. In the event the new officer is disciplined during his first year and is placed on additional probation, or receives discipline greater than a written reprimand, or does not successfully pass his/her evaluation, then the second $2,000.00 will not be available. Under existing C.L.E.E.T. rules, when the City hires an officer within 12 months of becoming C.L.E.E.T. certified, the City may pay training cost to the prior department. Officers hired within 12 months of becoming C.L.E.E.T. certified will be ineligible for either of the bonuses unless the prior department waives such reimbursement. In that instance, the officer will be eligible for the bonus subject to the terms outlined above.

R. To maintain acceptable standards of performance and conduct that relate to the day-to-day activities of the employees.

ARTICLE 8
PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operations and administration of the Bartlesville Police Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of such Agreement.

ARTICLE 9
PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e., strike, sympathy strike, secondary boycott, work slowdowns, sit-downs, concerted stoppage of work, concerted refusal to perform overtime or emergency overtime, mass absenteeism, or any other intentional interruption or disruption of the operations of the Police Department and the City of Bartlesville. Lodge shall not aid or assist any person or parties engaging in the prohibitive conduct, by giving direction or guidance to such activities or conduct.

Section 2. Upon notification confirmed in writing by the City to the Lodge that certain officers represented by the Lodge are engaging in a wildcat strike, or other activities described in Section 1 of this article, the Lodge shall immediately, in writing, order such persons to return to work at once and provide the City with a copy of such an order, and a responsible official of the Lodge shall publicly order them to work. In the event that a wildcat strike occurs, the Lodge agrees to take all responsible effective and affirmative action top secure the members' return to work as promptly as possible.

Section 3. The City and the Lodge agree that unfair labor practices as defined in the Firefighters' and Policemen's Arbitration Act shall constitute unfair labor practices for the purpose of this Agreement. It is understood that statutory unfair labor practices are not subject to the contract arbitration procedure.

Section 4. Any person represented by the Lodge who violates any portion of this Article shall be subject to discipline including dismissal.

ARTICLE 10
SENIORITY

Section 1. Seniority shall be defined as continuous service with the Police Department. An officer shall be considered to be on probationary status for a period of twelve (12) months, and thereafter shall be considered having attained non-probationary status unless such probationary status is extended. Upon attaining non-probationary status, the seniority date shall then commence from the last date of hiring with the Bartlesville Police Department.

Section 2. Seniority between two (2) or more officers who are hired on the same date shall be determined by rank in the Department. When two (2) or more such officers are the same rank, seniority shall be determined by length of service within the rank. When two (2) or more such officers of the same rank have the same length of service in said rank, seniority shall be determined by the final score for obtaining the present position with the Bartlesville Police Department with the higher score determining seniority.

Section 3. An officer shall lose his seniority status for the following reasons:

(A) Discharge if not reversed
(B) Resignation from employment
(C) Retirement
(D) An unexcused failure to return to work upon expiration of a leave of absence
(E) When an officer has been laid off for a period of twelve (12) months.

ARTICLE 11
MANAGEMENT-LODGE MEETINGS

Section 1. The Police Chief and/or his designated representative and the President of the Lodge and/or his designated representative shall meet at the request of either party at any time or place mutually agreed upon. If at any such meeting, either party shall request a progress report on a particular subject or problem, the requested party shall deliver the report at the next Management-Lodge meeting.

Section 2. The purpose of such meeting shall be to encourage and facilitate communication between the parties and to determine recommendations concerning all problems of mutual concern, including but not limited to potential grievance situation.

Section 3. The function of these meetings shall neither supersede, nor limit the provisions of this Agreement relating to the grievance procedure. These meetings shall not be used to circumvent the collective bargaining process or the grievance procedure established herein.

ARTICLE 12
DUES DEDUCTION

Section 1. The City agrees to deduct regular monthly Lodge dues from earned wages of those employees who are in the bargaining unit and who authorize such deductions. The deduction shall be made twice a month from each consenting employee's paycheck in a uniform amount certified to be correct by the Secretary-Treasurer of the local Lodge. A check for the total deductions shall be made available to be picked up by a representative of the Lodge upon the signing of a receipt therefore, no later than fifteen (15) calendar days after the last deduction of each month is made. The Lodge will provide to the payroll clerk a current written list of representatives authorized for this purpose. Deductions may be made from the earned wages of entry level probationary employees who are in the Lodge and the Lodge agrees to advise such entry level probationary employees that such deductions are voluntary and that they are represented by the Lodge in accordance with Article 2 hereof. Fifteen (15) days subsequent to the effective date of this Agreement, all members of the bargaining unit desiring payroll deduction of Lodge dues shall individually sign an authorization card, provided by the Lodge and approved by the City, authorizing the stated monthly dues deduction to be made. The payroll deduction may be revoked by the employee by notifying the City in writing. The Lodge shall be notified of any revocation.

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

Section 3. The City will provide the Lodge Treasurer with a report showing each individual's name and the 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 Lodge. The City shall not be responsible for errors. In case an error or improper deduction is made by the City and paid to the Lodge, a proper adjustment of the same shall be made by the Lodge with the employee affected.

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

ARTICLE 13
REDUCTION IN FORCE

In case City determines in its sole discretion that a reduction in force is necessary or desirable, the following procedures will apply:

A. The numbers of positions to be reduced will be determined by City.

B. Temporary and newly hired probationary employees will be the first to be laid off.

C. In selecting other employees for layoff, employees will be laid off in inverse order of seniority. In determining seniority for the purpose of personnel reduction, only the length of continuous service as a Bartlesville Police Officer, regardless of rank, shall be counted.

D. The City of Bartlesville will have sole discretion for determining the department organization for the personnel remaining after a reduction in force, including determination of job classifications and ranks based upon duties to be assigned. If demotions are required due to a layoff, the members to be demoted will receive a change in pay as follows:

(1) If the member's current salary falls within the salary range for the new position, there will not be a full Step reduction in pay, but the new salary must be based on the hourly rate in the new range that is equal to or closest to their current hourly rate.

(2) If the member's current salary is more than the maximum of the new range, the salary will be reduced to the maximum for the new grade. In either case, a new review date of one year from the effective date of the demotion will be established. For such a demotion, the member will not be able to pursue any grievance or other legal action.

E. A minimum of thirty (30) days' notice will be given to all employees selected for layoff.

F. Laid off employees will be placed on a recall list for one year from the effective date of the layoff. Temporary or probationary employees who are laid off will not have rights to recall.

G. Should a full time opening occur within the employee's classification, the laid off employee will be notified by mail at the last known mailing address of the employee. Laid off employees will be rehired on the basis of seniority with the employee having the most seniority being the first employee to be offered to be rehired. However, City is not obligated to rehire the laid off employee if the Chief of Police determines after evaluation that said employee is not presently qualified to fill the position for which he would be rehired. It is the employee's responsibility to keep the City personnel office informed as to his current address. Failure to respond to such notice within fourteen (14) calendar days of the mailing of such notice shall result in forfeiture of any re-employment or recall rights. If the employee does notify the City of his intention to return to work but fails to report to work on the agreed upon starting date, he will relinquish all recall rights.

H. Leave time will not accrue during the period of layoff, however, previously accrued sick leave and seniority will be reinstated if the laid off employee is recalled within one year after layoff. The vacation accrual rate and longevity rate will be the same as before the layoff.

I. Time-in-grade toward the next merit (if one is provided for) will be reinstated if the laid off employee is recalled into the same position classification within one year. If the employee is re-employed after one year or re-employed in a different position classification, time-in-grade toward the next merit increase will not be reinstated.

J. Laid off employees who are recalled will be required to complete a new probationary period.

K. During such period of layoff, there shall be no accrual of any contractual benefits except as may be required by applicable federal or state law or except as specifically authorized by this Agreement.

L. If any employee is demoted as a result of a reduction in force and then at a later time the employee's former rank becomes vacant and City makes a determination to fill such vacant rank, then said employee shall automatically be restored to his previous rank without the necessity of going through the promotional process.

ARTICLE 14
BULLETIN BOARD, LODGE MATERIAL AND LODGE BUSINESS AND MEETINGS

Section 1. The City agrees to provide reasonable space on a Police Department bulletin board for the posting of Lodge informational notices. It is understood that there shall be no material posted of a derogatory or inflammatory nature toward anyone, or for political endorsements or denouncements. It shall be the responsibility of the Lodge to maintain the material they post, to

insure prompt removal of outdated material, and further insure the posting of such material is limited only to the bulletin board. The Police Chief or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of this Article. Prior to removal of material by the Police Chief or his designee, the Lodge will be notified of the posting of non-conforming material and request made of the Lodge to remove such material.

Section 2. This bulletin board shall be displayed in the Police Department Squad Meeting Room and shall be no larger than four feet wide and four feet high.

Section 3. Employer agrees that Lodge material may be placed in mail boxes of Lodge members only and shall be placed by off-duty officers of the Lodge. Lodge material shall not be inflammatory in nature.

Section 4. The Lodge is granted up to sixty (60) hours off per calendar year with pay for the purpose of conducting Lodge business, with prior approval of the Police Chief. Time spent by on-duty personnel for contract negotiations shall not count toward the 60 hours above set forth. The specific Lodge member who shall be allowed to take off with pay shall be determined by the Lodge President. In addition, an employee elected as an officer of the Lodge or as a delegate to Lodge activity, as it pertains to Lodge business, shall be granted a leave of absence without pay by the Police Chief, provided said Lodge business is determined to be nonconflicting with the overall operational necessities of the Police Department. Written requests for leaves of absence, either with or without pay, shall be forwarded to the Police Chief at least five (5) days in advance for his approval.

Section 5. Lodge will be permitted to hold regular and special meetings on the Employer's premises, with the understanding that permission, time, and location of such meetings must be approved by the Police Chief or his designee prior to said meetings. It is understood that Lodge and Employer will cooperate in this agreement and excessive requests will not be made by the Lodge and permission to hold meeting will not be unreasonably denied by the Employer so long as the meetings do not impede or interfere with normal operations of the Police Department.

ARTICLE 15
WAGES

Section 1. Because wages will remain unchanged, all employees covered by this Agreement shall continue to receive the wages shown on the attached Appendix I for Fiscal Year 2020 – 2021.

Section 2. In the event the City Manager or City Council affirmatively grant general wage increases to other city employee groups during the term of this Contract, then members represented by the Bargaining Unit shall receive the same wage increase. For purposes of this section, there are three groups of employees of the City of Bartlesville. They are general employees, employees represented by FOP and employees represented by Local 200. To activate this provision, the wage increase must be to an entire group. A wage increase to a few

members of any group will not activate this provision. Raises in compensation due to promotion will not activate this provision.

Section 3. All employees will have an annual performance evaluation conducted by their Division Commander and reviewed/approved by the Police Chief based on each employee's established review date. The employee's Division Commander must have supervised the employee for a period of not less than 60 days. If this is not the case, then the duty of the Division Commander shall fall to the previous Division Commander of said employee.

Employees who are not yet at the maximum of their salary grade and who received an overall satisfactory rating on their evaluation, shall receive a step increase as hereinafter set forth. A Personnel Action Form initiating a 2½ % step increase effective as of the established review date shall be attached to Performance Evaluation and forwarded to the Personnel Office two (2) weeks prior to the established review date. Provided, however, in no event shall the wages of an employee exceed the maximum hourly rate for their classification as shown on Appendix A

If an employee receives less than a satisfactory review (an overall score of less than 3.0 on a scale of 0 to 5), he/she will be reevaluated in three (3) months. If the reevaluation reflects sufficient improvement in performance, the employee shall be determined to have had a satisfactory evaluation effective as of the revised review date. This revised review date will become the established review date for the following year.

If the reevaluation does not reflect improvement in the employee's performance, appropriate disciplinary action may be necessary.

Notwithstanding anything contained herein to the contrary, any 2½ % step increase shall be suspended, and will not go into effect until January 1, 2020. Officers who do not benefit from step increases during this period will receive their step increases and retain their anniversary date if an agreement for raises in reached Pursuant to Section 11 of this Article.

Section 4. City will continue to give differential pay of 5 % to FTO officers in the same manner as it has in the past.

Section 5. Officers will receive $10.00 per month for Intermediate C.L.E.E.T. Certification. Once an officer obtains an Advanced C.L.E.E.T. Certification, he/she will receive an additional $5.00 per month.

Section 6. Officers who are state certified law enforcement instructors will receive $15.00 per month. Advanced state certified law enforcement instructors will receive an additional $5.00 per month. With both basic and advanced instructor certification, an officer will receive $20.00 per month. An officer receiving instructors pay must teach classes when directed by the department or relinquish their instructors pay. If an officer relinquishes instructors pay, he will not be eligible to receive instructors pay for one (1) year from the date of relinquishment.

Section 7. The City agrees to pay to each officer who has completed studies relating to courses at accredited universities or colleges in accordance with the following schedule:

60 hours	$40.00 per month
Associates Degree	$55.00 per month
Bachelors Degree	$110.00 per month
Masters Degree	$125.00 per month

An officer holding multiple degrees shall only receive compensation identified for the highest single degree or highest amount of hours for which he qualifies.

A. Employees hired that already hold one of the listed degrees or required hours will immediately begin to receive the Education Incentive. Those Officers who take advantage of the City's Education Assistance Program will begin receiving the Education Incentive after one (1) year of service after obtaining the degree.

Section 8. In accordance with the past practice of the parties, the work day of all officers covered by this Contract shall consist of eight (8) hours. In addition, officers assigned to Patrol Division shall receive an additional fifteen (15) minutes of pay, per work day, for those days that they attend the shift change briefing prior to the beginning of their assigned shift.

Section 9. Canine officers shall receive differential pay at the rate of 5% of salary. This could result in an officer being paid above the scale in Appendix 1. The differential pay is not a permanent pay increase and is due as long as an officer is assigned a canine. Canine officers shall be allowed to schedule two (2) full shifts per month for the training of the animal. The training shifts shall be
scheduled a minimum of one (1) month in advance in coordination with the shift's supervisor to prevent staffing conflicts or shortages. A "shift" for pay purposes under this section shall be considered eight (8) hours.

Section 10. Police Officer status upon hiring equals "recruit" if non-certified. Police Officer status following State Certification or if already State Certified when hired, equals Step one (1). One year probationary period following Police Officer's successful completion of Academy (State Certification) and/or when entering Field Training Program. Following one year probationary period and performance evaluation meeting or exceeding expectations, the Police Officer's wage increases to Step two (2). Following Step two (2), Police Officer's wage adjustments follow parameters set for merit or Step increases.

Section 11. On or after January 1, 2021, either party may request in writing that the parties meet for the purposes of negotiating changes in this Article 15 for the remainder of the Agreement's term. In the event the City Manager or the City Council affirmatively grant general wage increases to other City employee groups during the term of this Article 15, Section 11, then members representing the Bargaining Unit shall receive the same wage increases. For purposes of this section, there are four groups of employees. They are general employees, employees

represented by the IAFF, employees represented by the FOP Lodge #117 and the Department Directors which shall include the City Manager. Raises in compensation due to additional duties or promotions will not activate this provision. No other provisions of the Agreement are subject to this Article 15 reopener, and this Article 15 reopener provision shall expire on June 30, 3021 with the expiration of the Agreement.

ARTICLE 16
LONGEVITY PAY

All employees covered by this Agreement shall receive additional longevity pay based on their employment by the City of Bartlesville according to the schedule attached hereto as Appendix II.

ARTICLE 17
OVERTIME

Section 1. All employees covered by the Agreement at the rank of Police Officer, Investigator, Sergeant and Lieutenant are eligible for overtime compensation via overtime pay or compensatory time. Said personnel will receive overtime compensation for actual hours worked in excess of 82.5 hours in a 14-day working period for patrol and in excess of 80 hours for investigation division. Vacation, holidays and compensatory time will be considered as hours worked. All other paid leave time will not be considered as hours worked for overtime calculations. Each employee will be able to accrue no more than 80 hours of compensatory time. Any time worked over the 80-hour compensatory time maximum will be paid as overtime pay.

Section 2. Officers working overtime must have prior approval to work overtime from the Chief, his designee, or shift supervisor to work overtime. However, if due to circumstances prior approval cannot be obtained, the overtime work will be subject to review and possible disallowance if not justified in the discretion of the Chief.

Section 3. All hours worked during a pay period that result in overtime will be paid at the rate of one and one/half. No officer shall be sent home from his regularly scheduled shift to avoid the payment of overtime or compensatory time.

Section 4. Officers having accrued compensatory time off may take it at their discretion as long as it does not conflict with department operations.

Section 5.

A. Investigators who are normally scheduled to be on standby status shall receive two hours of pay at the employee's regular hourly rate on a straight-time basis for each day on standby. A standby Investigator who is called back to the workplace during their off-duty time shall receive compensation according to the 80-hour cutoff provision.
If any employee who is scheduled for standby finds that he will not be available for standby on a particular day, it is his responsibility to arrange for a substitute employee who will be available

for that particular period and to so inform his supervisor. In this instance, the employee scheduled will receive the standby pay, assuming it is not necessary to call the substituting employee back to work during the substituting time period. The employee who is scheduled for standby will be responsible for paying back the substituting employee for the time owed in the form of a future substitution when that employee is scheduled for standby.

B. Employees at the rank of Police Officer, Investigator not on call, Sergeant or Lieutenant who are called back to the workplace during their off-duty time for an emergency situation shall receive two (2) hours of overtime compensation, whether or not the employee works two hours due to the emergency call back, for the first callback during each off-duty period. Any time worked beyond this initial two (2) hours will be compensated according to the 82.5 hour cutoff for patrol officers and 80 hour cutoff for investigators and in house officers. Employees who are called back to the workplace again during the same off-duty period shall only receive compensation for the actual hours worked. The off-duty period to be used to determine when the two hour minimum is paid for the first call back will be from midnight to midnight. All emergency call backs must be authorized by the appropriate supervisor prior to an employee responding.

ARTICLE 18
INSURANCE

Section 1. It is agreed that City will provide to members represented by the Lodge the same rights, benefits and obligations relating to life insurance, health, and accident insurance as the City grants to other City employees not represented by a Lodge.

Section 2. The City will allow access to its medical insurance plan by the surviving eligible dependents of a member who is killed in the line of duty. Such surviving dependents will pay premiums at the retiree rate for up to five (5) years and at the COBRA rate thereafter. Once a surviving spouse elects to discontinue coverage for himself/herself and/or any eligible dependents, he/she will not be able to reinstate coverage. Coverage will cease upon the remarriage of the surviving spouse.

ARTICLE 19
ASSIGNED DAYS OFF

Days off will be bid by rank first and then by seniority for each shift or division during the first week of November for the following year. This does not apply when in conflict with department programs such as FTO. In the event of transfers, the transferred officer will be assigned the vacated days off until January 1 of the following year.

ARTICLE 20
VACATIONS

Section 1. Vacation time is accrued at the following rates:

Years of Service	Hours Accrued Per Pay Period	Hours Accrued Per Year
1-4	3.08	80
5-11	4.62	120
12-19	6.16	160
20 or more	7.70	200

Upon completing 5, 12 and 20 years of service, an employee will have an additional 40 hours of vacation added to his accrued vacation and will begin accruing vacation at the higher rates shown above.

Section 2. Starting the second week of November of each year after completion of the Assigned Day Off roster, a Vacation/Holiday calendar will be made available to each shift or division as appropriate to schedule these leaves for the following calendar year. The officers will place part or all of their available leave on the calendar. This will be done by rank, and following rank by seniority. This roster must be completed by January 1` of the following calendar year. A choice once made cannot be subsequently altered without prior approval of the person who is on the roster and the division commander.

The Vacation/Holiday calendar for each shift or division shall be used expressly for the scheduling of vacations and holidays. This calendar shall not be used to schedule training schools. The Chief or his designee may determine a maximum number of officers who may be off per day. This determination will be irrespective of the scheduling of training schools or paid leave time. Except in case of emergencies, all time off must be scheduled a minimum of three (3) days in advance. However, if there are openings on the calendar the three-day period does not apply.

Section 3. Employees will be eligible to take vacation after completing six months of service. Vacation may be taken in one/half hour increments.

Section 4. An employee is authorized to carry over to the next calendar year up to one year plus 16 hours of unused vacation time.

Section 5. Absence due to sickness, injury or disability or attending the funeral of someone other than an immediate family member as defined in the Funeral Leave Section of this Agreement may be charged against vacation at the request of the employee and upon approval by the Chief of Police.

Section 6. An employee who terminates employment with the City shall be paid for accumulated vacation if he has completed at least six (6) months of service. Such accumulated time shall be paid on the employee's final paycheck.

Section 7. Veterans will receive Veteran's Day off when it is their regularly scheduled day to work and will be paid for the day as military leave. The employee must provide the department payroll clerk with a copy of their DD214 during the applicable pay period as documentation in order to receive Veteran's Day off.

When the number of veterans taking the holiday creates a minimum manning or hire back issue, the Chief, or his designee, has the authority to allow veterans to use their Veterans Day holiday within 30 days after Veteran's Day. His decision is final and will be made based on business needs and will not rely on rank, seniority or any other practices.

Should the employee take a day other than Veteran's Day (within the 30 day period), they will still provide a copy of their DD214 for the day used.

ARTICLE 21
HOLIDAYS

Section 1. Effective January 1 of each year, employees will receive eleven (11) days holiday leave per calendar year.

Section 2. Employees will receive holiday pay based on their regularly scheduled work hours for that day.

Section 3. Employees who work on their scheduled holiday, other than those who voluntarily hire back on their scheduled holiday and offer to reschedule the holiday, shall be compensated at their regular rate of pay for the regularly scheduled hours of work in addition to one and one/half hours at the regular rate of pay for each hour worked.

Section 4. Employees will not be allowed to carry forward holiday hours into the next calendar year except in situations caused by extenuating circumstances as determined by the Police Chief. Request for exceptions must be submitted in writing to the Chief of Police for approval prior to the beginning of the next calendar year.

Section 5. If an employee with earned, unused holiday leave terminates employment with the City, he will be paid for such unused hours. If an employee who has used unearned holiday leave terminates employment, he will repay the City for such hours. Such adjustments shall be made on the employee's final paycheck.

ARTICLE 22
HIRE BACK

Section 1. Hire back is defined as work time deemed necessary because of manpower and/or staffing shortage where an off-duty Police Officer may be called into work to supplement manpower or staffing shortage.

Nothing in this article is construed to limit the management of the Police Department from alternate staffing options. At times, Police Department volunteers might be relied upon to conduct some duties. It is the discretion of Police Department management to utilize its volunteer Police Department staff to also supplement manpower and/or staffing shortages.

Section 2. The Shift Supervisor will ask for a volunteer from the off going shift to fill the vacancy. If more than one-person volunteers, the Shift Supervisor will conduct a lottery of those volunteers to fill the vacant position. If in the event there are no volunteers to fill the vacant spot, the Shift Supervisor will conduct a forced lottery of the off going shift (From Lieutenant to junior officer) to fill the vacancy. In the event that an officer is hired back for any reason to fill a vacancy the rate of pay will be at double time.

Section 3. Emergency Detention Order transports shall fall under the hire back guidelines of this section if the supervisor of the transporting shift determines that his/her manpower will not be sufficient to meet shift needs and a reserve officer is not available. In the event a transport is needed, as early as possible, an attempt shall be made to fulfill the requirements set forth in the above sections.

Section 4. In the event it is determined by the supervisor in charge that an emergency situation exists that affects or potentially could affect the health, safety or welfare of the citizens of Bartlesville and it is determined that it is not appropriate to spend time calling the various parties on the hire back list, the supervisor may direct the dispatcher to call any officer in the department and inform them that an emergency condition exists. Although any available officer can be called, the most readily available officers to contact should be the officer(s) on-call on the hire back list. In such an event, the officer called shall be required to immediately report for duty unless he is impaired and would not be able to function safely. Being undermanned, in itself, is not considered by this section as an emergency situation. The supervisor making the determination of an emergency condition will forward a report to the Chief within twenty-four (24) hours. The report will contain all information relative to the facts that caused the supervisor to believe that an emergency existed.

Section 5. If an officer or supervisor is off duty and is called and directed to report to some location while off duty, then said officer or supervisor shall be paid for the time spent at the location to which they were directed to report, but in any event should be paid for a minimum of two (2) hours. Provided however, if the reason for requiring the officer to report to said location is to rectify an error or omission made by said officer, then said officer shall only be paid for reporting to said location and any time spent thereat correcting the error or omission made by said officer. In such event, the two (2) hour minimum shall not apply.

Section 6. It is the intent of the City to Hire Back Officers within these guidelines. Any errors in following these guidelines should be brought to the attention of the Patrol Captain immediately who will have the authority to make adjustment and modifications to the list as needed to correct any error.

ARTICLE 23
LEAVE

A. Family Leave.

Section 1. Employees will have a maximum of four (4) work days available per calendar year for family leave purposes. When approved by the Chief of Police or designee, family leave can be used for family members residing with the employee when the circumstances require the personal care and attention of the employee, when a serious health condition affects family members outside the employee's residence, or for other situations which are deemed appropriate.

Section 2. Family leave must have prior approval of the Chief of Police or designee and is charged against leave accumulation.

Section 3. If the circumstances warrant it, the Chief of Police may approve family leave in excess of the annual maximum referenced above, which will be charged in the following order: an employee's sick leave accumulation, compensatory time off, vacation, and leave without pay.

Section 4. Family leave may be taken in one/half hour increments. An employee who leaves the City's employment for any reason shall not be compensated for any accumulated family leave.

B. Personal Sick Leave.

Section 1. Sick leave shall accrue at the rate of 3.70 hours per pay period (12 days per year) with no limit on accumulation. Accrued sick leave can be used for an employee's personal illness, for an employee's medical or dental appointments, or for family leave purposes beyond the annual amount available as described in the previous paragraph. Employees must use all available paid leave (sick leave, compensatory time, vacation) before the employee would be eligible for a leave without pay for sick leave purposes.

Section 2. An employee who is unable to report to work due to personal illness must contact his immediate supervisor or dispatcher at least one/half hour prior to the beginning of his shift.

Section 3. Sick leave may be taken in one/half hour increments.

Section 4. The Chief of Police may require an employee to present a written statement by the treating health care provider before approving sick leave with pay in excess of three (3) consecutive work days. If a review of sick leave usage by the Chief of Police leads him to

believe an employee is abusing sick leave, he may require such a written statement sooner. The Chief of Police has the authority to conduct an investigation if he has reason to believe that an employee has used sick leave (of family leave) inappropriately. In such a case, the employee will be given an opportunity to be heard. If after an investigation, the Chief of Police determines that sick leave (or family leave) has been used inappropriately. the employee shall be required to charge the absence to leave without pay rather than sick leave (or family leave). Progressive disciplinary action may be taken for abuse of sick leave (or family leave).

Section 5. An employee who leaves the City's employment for any reason other than retirement, shall not be compensated for any accumulated sick leave. Upon direct retirement from the City of Bartlesville, an employee will receive compensation for 15% of his/her accumulated sick leave hours up to a maximum of 1,920 hours (1920 x 15% = 288) at the employee's current rate of pay. Provided however, before an employee qualifies for the above benefit, said employee must have a minimum of 576 hours of accumulated sick leave at the time of retirement.

Section 6. Sick leave in excess of sixty (60) consecutive days shall not be used in computing time-in-Step for merit increases, and the review date shall be changed accordingly. (See Extended Sick Leave/Family Leave Section of this Agreement for more detail.)

Section 7. The employee's estate of an employee who is killed in the line of duty shall be paid 100% of the employee's accumulated unused sick leave at the time of death.

C. Attendance Bonus.

Section 1. Employees, who have used not more than ten (10) hours of sick leave as of their anniversary date, will be entitled to a $250.00 bonus. Employees, who have used not more than twenty (20) hours of sick leave as of their anniversary date, will be entitled to a $125.00 bonus.

D. Extended Sick Leave/Family Leave.

Section 1. Full-time or part-time employees who are regularly scheduled to work at least thirty (30) hours per week are eligible for extended sick leave or family leave as stipulated in the following paragraphs. Each leave request will be evaluated on an individual case basis. The City of Bartlesville will comply with all provisions contained in the Family and Medical Leave Act of 1993 requiring an employer to provide up to twelve (12) weeks of unpaid leave for particular circumstances in each twelve (12) month period. In this regard, the twelve (12) month period referenced in the Act to be used by the City of Bartlesville will be the calendar year, and employees will be required to substitute appropriate paid leave that is available for unpaid leave time. Where a definition of a term is required, the definition in the Family and Medical Leave Act of 1993 and the related regulations shall be used. Where this labor agreement provides greater benefits for employees, these provisions will supersede those contained in the Family and Medical Leave Act of 1993.

Section 2. Extended sick leave or family leave may be granted when an employee is unable to work due to a serious health condition, extended illness, off-the-job injury or other temporary

disability; for the birth of an employee's child and to care for the newborn; for placement with the employee of a child for adoption or foster care; to care for an immediate family member (spouse, child or parent) with a serious health condition; or for other situations which are deemed appropriate. If such leave is approved, employees must use all available paid leave such as sick leave, family leave (whichever is appropriate for the particular situation), compensatory time, and vacation for extended leave purposes before a leave without pay will be granted. (An employee will not receive holiday pay while on leave without pay).

Section 3. Extended sick leave or family leave shall not constitute a break in service, but benefits will not accrue while on leave without pay. Time off for extended leave (with or without pay) in excess of sixty (60) consecutive days shall not be used to compute time-in-step for merit increases and the review date shall be changed accordingly.

Section 4. A written statement from treating health care provider or other appropriate source may be required by the Chief of Police in support of the initial request for extended sick leave or family leave and as a condition of an employee's continued leave eligibility. A written statement from the treating health care provider releasing an employee to return to work after extended sick leave will be required.

In maternity cases, the expectant mother must provide a written statement from the health care provider indicating the expected delivery date, when her leave is anticipated to begin and her expected return to work date. Subsequent written statements from the treating health care provider may be required by the Chief of Police as a condition of her continued leave eligibility.

It is anticipated that an expectant father will request to take some time off for the birth of his child. This would be acceptable use of family leave. Requests for time off beyond the maximum of four (4) work days available per calendar year for family leave purposes that could be charged to the father's available personal sick leave must be accompanied by a written statement from the treating health care provider stating that he is needed to care of his wife and/or child. If such a written statement is not obtained from the treating health care provider, the father may request to use compensatory time off, vacation, or leave without pay in accordance with the applicable provisions in this labor agreement.

A husband and wife who are both employed by the City of Bartlesville will only be permitted to take a maximum of combined total of twelve (12) weeks of leave for the birth of a child, regardless of whether the time taken off is charged to any available paid leave time or leave without pay.

Section 5. An employee who has requested or who is on extended sick leave sue to a serious health condition of his/her own may be required to be examined by a physician designated by the Chief of Police, at the City's expense.

The Chief of Police may require an employee on extended sick leave or family leave to report periodically on the employee's status and intent to return to work.

Section 6. Insurance coverage may be continued during a leave of absence with pay, provided the employee pays the applicable share of the premium. Insurance coverage shall be continued during a leave of absence without pay that does not exceed twelve (12) months provided the employee pays the applicable share of the premium. After twelve (12) months, insurance coverage shall be continued, provided the employee pays the total premium.

Section 7. Any employee who performs work for another employer while on extended sick leave or family leave may be subject to immediate dismissal. In most cases, this provision also applies to employees who are self-employed and/or perform work in their homes. Exceptions must be reviewed and approved by the Chief of Police and the City Manager.

Section 8. When an extended sick leave or family leave is granted, the duties of the employee's position may be assumed by a temporary assignment. If the duties of the position cannot be assumed by a temporary assignment, a replacement employee may be hired to fill the position. Before an employee requests this type of leave, he should be informed of this possibility. On return from extended sick leave or family leave, an employee is entitled to be returned to the same position held when leave commenced, if it is still available, or to an equivalent position, if the original position is not still available.

E. Funeral Leave.

Section 1. Employees may be granted up to three (3) work days of funeral leave per occurrence. Such leave will be allowed for an employee to attend the funeral of, make funeral arrangements for or perform other related activities involving an immediate family member, defined as spouse, children (including Step-children), parents (including Step-parents), grandparent, grandchild, brother or sister. Funeral leave may also be used by an employee for situations involving his spouse's immediate family members as defined above.

Section 2. Such leave must be approved by the Chief of Police and is not charged against any leave accumulation. The determination of the number of hours/days up to a maximum of three (3) work days will be determined on a case-by-case basis, depending on the particular circumstances of the case and the relative involved.

Section 3. An employee may request to use vacation to attend other funerals in accordance with the Vacation section of this Agreement.

ARTICLE 24
TRADING WORK DAYS

Police Officers shall be permitted to voluntarily trade work or leave days with other Police Officers. Supervisors shall be permitted to voluntarily trade work or leave days with other supervisors. Provided however, that employees scheduled to work must inform their respective immediate supervisors in writing signed by both officers at lease twenty-four (24) hours in

advance of any voluntary trade of work days or leave days. The fill-in officer shall be responsible for shift attendance. Absences shall be charged to the fill-in officer.

ARTICLE 25
SUBSTANCE ABUSE POLICY

Incorporated herein as a part of this Agreement by reference is the City of Bartlesville Substance Abuse Policy revised July 1, 2018 and as updated which policy will be in conformity with Oklahoma and federal laws.

ARTICLE 26
PROMOTIONS

Section 1. All Police Departments promotional vacancies for investigator, sergeant and lieutenant shall be filled by promotion from within the ranks of the Bartlesville Police Department. The rank of captain will be exempt from the promotional process and will be appointed by the Chief of Police. The City has sole discretion in determining which positions are to be refilled. After going through the promotional process, the participating officers shall be ranked according to final score, and this ranking shall be valid until February of each year.

Section 2. Pre-promotional notification shall be as follows:

A. A list of eligible candidates will be posted on the Department bulletin board at least fifteen (15) calendar days prior to the beginning of any testing. Tests shall be given from January 1st through the 31st of each year, regardless of whether or not there is an immediate opening for promotion. A copy of this list will be forwarded to the Lodge at the same time for posting on the Lodge bulletin board, if desired. A copy of this list will be placed in each candidate's mailbox.

B. All candidates who will be eligible for promotion at the beginning of the calendar year and desire to participate in the promotional process shall notify the Chief of Police in writing within five (5) days of beginning the promotional process. A person shall be deemed eligible for promotion after having served a minimum of three (3) consecutive years with the Bartlesville Police Department and three (3) consecutive years in the rank immediately below the rank being sought. Provided however, a Police Officer is eligible to test for promotion to the rank of Investigator and/or Sergeant. Officers that are Investigators will be excluded from the three (3) year requirement and be allowed to test within the three (3) year period. Provided further, the Lieutenant and Sergeant assigned to the Criminal Investigations Division will be appointed by the Chief of Police. No employee on probation at the time of accepting applications will be deemed eligible for promotion until such time as the probationary period ends.

Eligible officers are responsible for scheduling their test with the Training Supervisor one week prior to the desired test date. No testing will be allowed before Jan 1st or after Jan 31st.

Candidates will be given their score but you will not be allowed to review the test until after Jan 31st.

Eligibility to test:

Investigator – three years of LE experience with BPD.
Corporal – three years of LE experience and three consecutive years at BPD.
Sergeant – five years of LE experience and five consecutive years at BPD.
Lieutenant – seven years of LE experience and seven consecutive years at BPD.

Section 3. The promotional process shall consist of A, B and C below, with an A being administered first, B second, and C third:

A. A written examination of law enforcement related questions. The written exam will be selected by the Chief of Police. The score on the written exam will constitute 40% of the applicant's promotional score. In order to qualify for placement on the list of applicants eligible for promotion, the applicant must attain a minimum score of 70%. The test score will be provided to the applicant immediately after testing.

B. An Oral Review Board consisting of present and retired members of the Bartlesville Police Department, with the Board members being equal to or above the rank being sought. The Board shall consist of five (5) members, appointed by the Chief of Police. The score by the Review Board shall constitute 50% of the applicant's promotional score. Each member of the Review Board shall grade each applicant. In connection with each applicant, the high score and the low score of the Review Board shall be dropped; then the three (3) remaining scores shall be averaged to arrive at the Review Board score for each applicant. A minimum score of 70% must be attained to move to the next test state. The applicant will be notified of the score achieved before dismissal from the Review Board.

C. Points will be given as follows:

Education
HS = 0
60-119 hours of college credit = 1
120+ hours of college credit = 2
Masters Certificate ONLY = 3

Military
Yes = 1
No = 0

Experience
0-3 Years = 0
3.1-5 Years = 1
5.1-10 Years = 3
10.1+ Years = 4
(Experience only counts if you are a sworn full time police officer.)

CLEET Certification Level
Basic = 0
Intermediate = 1
Advanced = 2

Section 4. When the testing process is completed, the Chief of Police, or his designee, will determine a score and discuss the score with the candidate upon request.

Section 5. Each time the City decides to make a promotion, the files of the top five (5) eligible applicants will be forwarded to the Chief of Police for review. In the event that one of the applicants from the top five (5) has been promoted at an earlier date, then the sixth-place applicant shall be moved up into the top five (5) for consideration. During the year, if any further promotions take place, the next eligible applicant shall be moved up into the top five (5) to replace the name of the prior promoted individual. In the event there are no eligible applicants, the Police Chief can schedule a retest. All phases of the testing will be used in determining the promotion. (Written exam, oral exam, and seniority.) The Chief of Police may also review the applicant's personnel file in helping to make his decision. It will then be the Chief's decision on who to promote from one (1) of the top five (5) applicants. In the event that an applicant refuses promotion, that applicant will be rotated to the bottom of the eligibility list. The applicant next in line will move into the top five (5) applicants.

Section 6. City agrees to maintain one (1) complete set of recommended study materials for each promotional test at the Police Station for use by any person in studying for the promotional examinations. Such materials shall not be removed from the Police Station. No materials or equipment of any kind may be brought to the test.

Section 7. Assuming the City decides to fill a vacancy when it occurs, the promotion will be made as soon as possible from the list of eligible applicants that is in effect at the time the vacancy occurs. (Upon promotion, the person promoted will receive a minimum of a 5 % promotional increase.) If the City decides not to fill the vacancy due to budgetary constraints, departmental reorganization or other circumstances, the Police Chief shall issue a memorandum notifying Lodge members that the vacancy will not be filled. Even if such a vacancy is to be filled at a later date, the promotional list in effect at the time the vacancy occurs will be used.

ARTICLE 27
PERSONNEL FILES

Section 1. It is agreed that all materials concerning investigations, complaints, reprimands, counseling sessions for violations of any rules, regulations or policies that might be considered detrimental to the employee's position, advancement or future with the Department that are to be placed in the employee's personnel file, that the Employer shall notify said employee of such action that the employee be given proper opportunity to appeal such action before it becomes a

part of his personnel file. An officer shall have thirty (30) days within which to file a written response to any adverse comment entered in his personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

Section 2. A member shall be allowed to review his personnel file under appropriate supervision at any reasonable time.

Section 3. Documentation signed by an employee is not subject to the notice requirements above set forth

ARTICLE 28
UNIFORMS AND EQUIPMENT

Section 1. The City shall supply to each officer in the Patrol Division, the following:

1. Four (4) pair uniform trousers.
2. Four (4) long-sleeved shirts.
3. Four (4) short-sleeved shirts.
4. One (1) winter coat.
5. One (1) rain coat.
6. One (1) pair handcuffs and key.
7. One (1) shotgun per police vehicle.
8. One (1) bulletproof vest if requested by the officer with extra carrier.
9. Badges and all other accouterments as required.
10. One (1) rechargeable flashlight with charger.
11. On-duty ammunition, changed annually.
12. One (1) canister of 10% oleoresin capsicum (OC) spray (for officers who are properly trained and certified in the use of oleoresin capsicum). Such canisters shall only be supplied for those officers who choose to carry the same.
13. One (1) Department issued handgun, holster, magazine pouch, and three (3) magazines. (An officer choosing to purchase and carry his own handgun may do so upon written approval of said handgun by the Chief of Police.)

The style and material of uniforms shall be determined by the City. Police Officers when promoted or assigned as Investigators may retain one (1) uniform. When an item is in need of replacement, the officer shall submit a written report of request to the Training Officer. This request shall be forwarded to the Chief of Police or Division Commander, and replaced by their authorization.

Headgear shall be worn on special occasions as determined by the Chief of Police, or his designee. Officers who are issued bulletproof vests will wear them or will have them readily available while on duty.

The Employer shall be responsible for the cleaning of the uniforms which includes uniform pants, uniform shirts, uniform coats or jackets, uniform ties, as well as all SOT clothing as hereinafter set forth. Employer shall also continue to pay for the cleaning of work clothing for all non-uniform police personnel. The Employer's obligation to pay for cleaning shall be limited to thirty-three (33) articles per month for each employee during the months of May through October and twenty-seven (27) items per month for the months of November through April.

Upon termination, an employee is responsible for returning all city property in his possession, including keys, uniforms, tools, gas cards, I.D. cards, etc. City property must be returned before the last paycheck is released to the employee.

Section 2. City agrees to furnish to each member of the Criminal Investigations Division one (1) department issued weapon approved by the Chief of Police, holster and three (3) magazines.

Section 3. City agrees to provide a general orders manual in a digital form.

Section 4. City agrees to pay $700.00 for the purchase and maintenance of equipment within the fiscal year covered by this Agreement. This is intended to partially cover the expenses relating to the purchase and maintenance of gun belt, handcuff case, silent key strap, double ring flashlight holder, belt keeper, defense spray holder, asp holder and other police related items. Such payment is to be made not later than two (2) months after the signing of this Contract. The $700.00 payment accrues at the rate of $58.33 per month. In the event the employment of an employee ceases or commences during the contract term, said employee shall only be entitled to a pro-rata share of said $700.00. If the employee has received the full $700.00 prior to ceasing employment, he must return to the City the pro-rata share and City is authorized to withhold said pro-rata share from said employee's last paycheck. City will be responsible for the maintenance of the firearm and holster.
The following relates to the payment for the purchase and maintenance of equipment and only applies to those employees who retire from the City or State pension fund after 20 years:

1. If the employee receives the $700.00 check prior to the City having notice of their retirement, then no proration to repay allowance is allowed.

2. If the City has notice of the retirement prior to the employee receiving the $700.00 allowance, then proration is required.

City agrees to pay $400.00 to reimburse commissioned officers for cell phone use within the fiscal year covered by this Agreement. Such payment is to be made not later than two (2) months after the signing of this Contract. The $400.00 payment is accrued at the rate of $33.33 per month. In the event the employment of an employee ceases or commences during the contract term, said employee shall only be entitled to a pro-rate share of said $400.00. If an employee has received the $400.00 prior to ceasing employment, he must return to the City the pro-rata share and the City is authorized to withhold said pro-rata share from said employee's last paycheck. Provided however, in the event equipment furnished by City makes the use of

personal cell phones less necessary, it is intended that this benefit will terminate at the end of the contract year.

Section 5. Police Officers will be eligible to receive their issued duty sidearm as personal property upon one of the following conditions existing:

1. Normal/regular retirement with twenty (20) years or more service, including at least ten (10) years of service at the Bartlesville Police Department.

2. Medical disability retirement with fifteen (15) years or more service, including five (5) years of service at the Bartlesville Police Department.

3. Death in the line of duty (spouse/children will be provided the specified equipment).

In the event the weapon is no longer available due to condition including, but not limited to, the specific weapon being re-issued to another officer or weapon no longer retained by the department, Police Officers will receive a weapon consistent with the department's currently issued sidearm.

ARTICLE 29
CITY FACILITIES

The Employer shall continue to allow Lodge members the ability to use City public facilities at the same rate paid by other City employees. This includes, but is not limited to, public City-owned and operated swimming pools, golf courses, etc.

ARTICLE 30
EDUCATIONAL ASSISTANCE

City agrees to provide to the Lodge the same educational assistance programs as it provides to other City employees not represented by the Lodge.

ARTICLE 31
COURT APPEARANCE TIME

Section 1. A member who is called to testify in Municipal, State or Federal Court in an official capacity during regularly scheduled work hours will not receive additional compensation beyond his normal rate of pay for hours worked. If a member is called to testify one (1) hour before or one (1) hour after their regularly scheduled shift, it shall be considered a continuation of service and the two (2) hour minimum, listed in Section 2 of this article, shall not apply.

Section 2. A member who is called to appear and does appear (regardless of whether or not he testifies) in Federal, State or Municipal Court in an official capacity during his off-duty hours will receive a minimum of two (2) hours compensation. All hours spent in court beyond the two (2) hour minimum will be compensated as hours worked. The above payments and minimums shall also apply for time spent as a witness for any probable cause hearings, mental health hearings, preliminary hearings, criminal trials, grand jury testimony to which the officer is subpoenaed, pre-trial conferences requested by the prosecutor, Department of Public Safety implied consent hearings, ABLE Commission hearings, Federal Court hearings and trials, and any civil hearing or trial which arises from the scope of the officer's duties and employment.

Section 3. As an exception to Section 2 above, a member who is required to be on "standby" for a case shall receive one (1) hour of compensation for each day he is on "standby" status. If the member is actually called in to appear in Court while on "standby" status, the one (1) hour of standby pay will be eliminated and the provisions in the above sections will be applied for that particular day.

Section 4. If any type of witness fee or other compensation is paid directly to a member for testifying in Court as described above, said member shall not be eligible for the compensation format(s) described in this Article, unless said member relinquishes this direct payment to the City of Bartlesville.

Section 5. If a member is involved in a personal Civil Court case not related to employment, he shall be granted time off, but the time taken off must be charged to vacation, compensatory time, or leave without pay.

ARTICLE 32
CITIZEN COMPLAINTS AND OFFICERS' RIGHT

Section 1. It is recognized that due to the nature of an officer's duties, complaints may be made by citizens concerning an officer's actions or non-action. The rights of the citizens to complain about abuses of police power must be protected in the same manner as individual Police Officers must be protected against false allegations of abuse, misconduct, etcetera. The procedures, rights, and privileges set forth in this Article are established to insure both parties are guaranteed equal rights.

Section 2. No officer shall be disciplined or threatened with discipline for the reason of exercising or demanding the rights set forth in this Agreement.

Section 3. The Lodge agrees that all non-criminal complaints against an officer will be handled within the department by the Police Chief or his designees. The City agrees the policy will embody the following guidelines for the officers:

A. An accused officer shall preferably be questioned when he is on duty. If questioned while off duty, the officer shall be compensated for time spent, with a minimum of one (1) hour. If the officer requests to be questioned after duty hours, and this is agreed to by the Chief of Police, then no compensation will be paid.

B. An accused officer shall not be coerced, intimidated, or threatened with disciplinary action during questioning.

C. An accused officer shall cooperate fully with an investigation and provide the Chief of Police, or his designees, upon request, a recorded and/or written statement as determined by the Chief of Police.

D. An accused officer who is the subject of a complaint shall be prohibited from contacting the complainant, or any person who has direct knowledge of the matter, in an attempt to discourage the complainant from following through with a complaint, or to affect the outcome of an investigation.

E. No disciplinary action shall be imposed based upon a citizen's complaint unless the complainant shall submit a notarized statement of complaint to the Chief of Police, or his designee, unless independently corroborated.

Section 4. Should an officer become the subject of an internal affairs investigation, any interrogation shall be conducted as follows:

A. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein. After one (1) hour of preliminary discussion, then said preliminary discussion shall thenceforth be considered as interrogation as used herein.

Provided however, if after one (1) hour the accused person signs a statement agreeing that preliminary discussions may continue beyond the period of one (1) hour, then said preliminary discussions may continue as preliminary discussions and shall not be considered as interrogation.

B. The Police Officer under investigation shall be informed of the rank, name, and division of the officer in charge of the investigation, the interrogating officer, and all persons present during interrogation. All questions directed to the officer under investigation shall be asked by and through one (1) interrogator at a time.

C. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation.

D. Interrogating sessions shall be for a reasonable period and shall be timed to allow for such personal activities and rest periods as are reasonable.

E. The officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No reward shall be made as an inducement to obtain testimony or evidence.

F. The officer under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape recording or written record of the session.

G. Officers under investigation may record the proceedings with his/her own equipment or record at his own expense. If any party is recording the proceedings all participants must be notified in advance.

H. An accused officer who is the subject of an internal affairs investigation shall be prohibited from contacting the complainant, or any person who has direct knowledge of the matter, in an attempt to discourage the complainant from following through with a complaint or to affect the outcome of an investigation.

I. In order to protect the integrity of an internal affairs investigation while said investigation is being conducted, any person or officer interviewed in connection with
an internal affairs investigation shall not disclose to other any of the contents of the interview or even the fact that the interview took place until such time as the investigation is completed.

J. In connection with an internal affairs investigation, an accused officer shall cooperate fully with an investigation and provide the Chief of Police or his designees, upon request, a recorded and/or written statement as determined by the Chief of Police.

K. The Chief of Police has the authority to use or direct others to use guidelines, policies or procedures contained in the Bartlesville Police Department Policy and Procedure Manual, or other related policies or laws, in connection with an internal affairs investigation.

Section 5. If an officer is arrested, likely to be arrested, or is a suspect of any criminal investigation, they shall be afforded the same constitutional rights as are accorded to any citizen.

ARTICLE 33
PERSONAL PROPERTY

Section 1. The employer will repair or replace the employee's personal property which is damaged or destroyed while on duty performing their assigned duties unless the employee was negligent or responsible for said damage. When repair or replacement is requested, the request shall be accompanied by a report from the requesting officer explaining the incident in detail, including all witnesses. If possible, the employee shall present the damaged article for inspection. If the article is replaced, the damaged item will become the property of the City.

Section 2. The Chief of Police will appoint a review board to investigate the request and submit their findings and recommendations for the Chief's decision. The board will consist of one (1) person selected by the Lodge.

Section 3. Repair, replacement or reimbursement will be at the sole discretion of the Chief of Police.

ARTICLE 34
GRIEVANCE PROCEDURES

Section 1. The Lodge or any employee covered under this Agreement may file a written grievance within fifteen (15) calendar days of the alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 2. The Lodge President or his authorized representative may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 3. Any controversy between the employer and the Lodge or any employee concerning the interpretation, enforcement of or application of any provision of this Agreement, shall be adjusted in the following manner:

The employee can pick either the grievance procedure contained in this Article, or can elect to follow the grievance procedure outlined in Article X of the City of Bartlesville Rules and Regulations. The employee shall write up the grievance and include their choice of grievance procedure. The employee shall submit the grievance to either Lodge 117 if they wish to follow the CBA Article 34 grievance procedure or to the Chief of Police, or his designee, if they wish to follow the City Rules and Regulations Article X grievance procedure.

Once the employee presents the grievance to the Lodge Grievance Committee or to the Chief of Police for consideration, no other grievance procedure is allowed. The City of Bartlesville Rules and Regulations requires a grievance to be filed within three (3) workdays after the grievance occurs. The requirement is modified to fifteen (15) calendar days for those employees who elect to follow the City of Bartlesville grievance procedure. All other timing shall be followed.

The choice outlines above does not grant an employee the right to use the Article 34 grievance procedure if the employee does not have that right.

A. If employee chooses the Article 34 grievance procedure and presents the Lodge a grievance, The Lodge Grievance Committee shall determine in its sole discretion and judgment whether or not a grievance exists within the terms and conditions of this Agreement.

(1) If the Lodge Grievance Committee determines not to proceed further, no further proceedings shall be necessary.

(2) If the Lodge Grievance Committee determines further proceedings are warranted, the procedure of Section B shall apply.

B. If the Lodge Grievance Committee decides to proceed further, the Committee shall submit in writing this grievance to the Chief of Police for adjustment. In such event, it must be submitted to the Chief of Police for adjustment within fifteen (15) calendar days from the alleged occurrence.

C. The Police Chief or his designee shall submit his answer in writing to the employee(s) involved and to the Lodge Grievance Committee within ten (10) calendar days of receipt. If the grievance is not settled or dropped, the Lodge Grievance Committee shall submit the grievance to the City Manager in writing within five (5) calendar days of receipt of the Police Chief's answer. The City Manager shall respond to the employee and Lodge Grievance Committee within ten (10) calendar days of receipt of the grievance.

D. The above sequence applies to an individual grievant. However, if the Bargaining Agent wishes to file a grievance on behalf of the Lodge, he shall go directly to Section B.

E. If the grievance has not been settled within the above time, it may be submitted for arbitration by either the Lodge or City within sixty (60) calendar days of the City Manager's

answer. It is further agreed that an individual employee may not institute arbitration proceedings. If neither party requests that the matter be submitted to arbitration within said sixty (60) day period, the grievance shall be considered dismissed. If arbitration is requested by either party, then the arbitration hearing must be held within one hundred twenty (120) days from the request by either party for arbitration. If the hearing is not held within said one hundred twenty (120) day period, then the grievance shall be considered moot. In the event the grievance is to be held, the procedure shall be as follows:

a. Prior to the initiation of arbitration, either party or the parties jointly may notify the Federal Mediation and Conciliation Service to administer grievance mediation in a good faith effort to resolve the grievance. If the grievance remains unresolved, it may be submitted to a grievance arbitrator for resolution by either party or jointly as the case may be.

b. The party requesting arbitration shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall alternately strike names until one (1) remains. The Lodge shall strike first.

c. The arbitration hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be considered. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books, and other evidence relative or pertinent to the issues presented to him for determination.

d. With respect to the interpretation or application of the provisions of this Agreement, the decision of the arbitrator shall be final and binding upon the parties.

e. No briefs shall be filed by either party unless jointly agreed otherwise.

f. The cost of the arbitrator shall be shared equally between the Lodge and City.

g. All time limits set forth in this Article may be extended by mutual written consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to respond within the above time limits, said failure shall be deemed a denial of the grievance and it shall be advanced to the next Step.

ARTICLE 35
PHYSICAL FITNESS TEST

It is agreed that City will provide to members represented by the Lodge the same rights, benefits and obligations relating to a physical fitness test and any benefits flowing therefrom as the City grants to other City employee not represented by a Lodge.

ARTICLE 36
SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto. Additionally, the following Memoranda of Understanding and/or letters of clarification have expired and are no longer applicable: the 10/12/18 Memorandum of Understanding, the 11/08/18 Memorandum of Understanding, the letters of clarifications dated 01/10/19 and 01/14/19, the 06/06/19 Memorandum of Understanding, the 07/01/19 Memorandum of Understanding, and the 01/27/20 Memorandum of Understanding.

Section 3. Any appendices to this Agreement shall be subject to the provisions of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that the time limits found in this Agreement may be extended by mutual written concurrence.

Section 5. Any article or provision that is found to be illegal by current law or become illegal due to future laws shall be renegotiated prior to any changes in policy. These negotiations may be informal and may only serve until the next regular negotiation process, at which time the article or provision in question shall be fully negotiated. These negotiations shall be between the Employer and the President of the Lodge.

THIS AGREEMENT is executed this _____ day of _____, 2020, by the City of Bartlesville and on the _____ day of _____, 2020, by the Lodge, but shall become effective as of July 1, 2020.

CITY OF BARTLESVILLE, OKLAHOMA,
a Municipal Corporation

BY:_____
MAYOR

FRATERNAL ORDER OF POLICE LODGE 117

BY:_____
PRESIDENT

APPENDIX II
CITY OF BARTLESVILLE - POLICE DEPARTMENT
LONGEVITY SCHEDULE
FISCAL YEARS 2018-2020

Years of Service	Monthly Longevity Pay
5	$22.50
6	25.00
7	27.50
8	30.00
9	32.50
10	35.00
11	37.50
12	40.00
13	42.50
14	45.00
15	47.50
16	50.00
17	52.50
18	55.00
19	57.50
20	60.00
21	62.50
22	65.00
23	67.50
24	70.00
25	72.50
26	75.00
27	77.50
28	80.00
29	82.50
30	85.00
31	87.50
32	90.00
33	92.50
34	95.00
35	97.50
36	100.00