COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAWTON

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS,
AFL-CIO, LOCAL 24

FISCAL YEAR 2020-2021

TABLE OF CONTENTS

COLLECTIVE BARGAINING AGREEMENT 1

ARTICLE 1 – RECOGNITION 2
- 1.1 Bargaining Unit 2
  - Employer 2
  - Officers 2
- 1.2 Employer Recognition 2

ARTICLE 2 – CITY RIGHTS 3
- 2.1 Recognition 3
- 2.2 Expressed Rights 3
- 2.3 General Rights 4
- 2.4 Representation by Attorney 4

ARTICLE 3 – PREVAILING RIGHTS 6
- 3.1 Strikes 6
- 3.2 Unfair Labor Practices 6
- 3.3 Existing Rights 6

ARTICLE 4 – UNION SECURITY 7
- 4.1 Officer Security 7
- 4.2 Copies of Agreement 7
- 4.3 Dues Check Off 7
- 4.4 Union Committees; Union Business 8
  - Bargaining Committee 8
  - Grievance Committee 9
  - Time Off for Union Business 9
- 4.5 Payment of Back Claims 10
- 4.6 Officer's Rights 10
- 4.7 Seniority 10
  - Police Officers 10
  - Police Supervisors 11
- 4.8 Destruction of Officer's Personal Property 11
- 4.9 In-Service Training 12
- 4.10 Bulletin Boards 13
- 4.11 Complaints Against Officers 14
- 4.12 Drug and Alcohol Policy 14
- 4.13 Disciplined Officer's Right to Investigative Report 15
- 4.14 Oral Counseling 15
- 4.15 Outside Employment 15
- 4.16 Personnel Files 16
- 4.17 Voluntary Leave Bank 16
- 4.18 Accident Review 16
- 4.19 POLICEPAC 17

ARTICLE 5 – GRIEVANCES 18
- 5.1 Grievance Defined 18
- 5.2 Union Grievance 18
  - City Grievance 18
- 5.3 Grievances Not Initiated, Answered, or Processed 19
- 5.4 Arbitration 19

ARTICLE 6 – UNIFORMS 22
- 6.1 Uniformed Officers – Furnished 22

Uniformed Officers' Uniform Complement List 22
6.2 Non-Uniformed Officers – Furnished 23
Non-Uniformed Officers' Uniform Complement List 23
6.3 Uniform Officers – Replacement 23
6.4 Officers' Reference Material 24
Officers Reference Material Complement List 24

ARTICLE 7 – LEAVES 25
7.1 Vacation Leave 25
Vacation Leave Credits 25
7.2 Terminal Leave 26
7.3 Sick Leave 26
7.4 Maternity Leave 27
7.5 Bereavement Leave 27
7.6 School Leave 27
7.7 Voter Leave 28
7.8 Military Leave 28
7.9 Leave of Absence Without Pay 28
7.10 On-the-Job Injury Leave 28
Twenty-Six (26) Work Weeks 28
7.11 Line of Duty Injury Duties 29
7.12 Off-Duty Injury 30
7.13 Family Leave 30
7.14 Flex Time For Attending Medical Appointments 30

ARTICLE 8 – COMPENSATION/EDUCATION 33
8.1 Hours 33
8.2 Wages 33
8.3 Overtime 34
General 34
Accrual 35
Compensatory Time Off Credit 35
Rate of Pay for Overtime 36
8.4 Historic Longevity Pay 36
Historic Longevity Pay 36
Eligibility 36
Maximum 36
Amount 36
Payment 36
8.5 Educational Assistance 36
Authorization 36
Eligibility 36
Application and Processing 37
Eligible Educational Expenses 38
Criteria for Job Related Courses 38
Repayment Due to Separation from City Employment 39
Program Monitoring 39
8.6 Working Out of Classification Pay 39
8.7 Leave Conversions 40
8.8 Canine Officers 40
8.9 Promotion Policy 41
8.10 Sergeant Incentive Program 41
8.11 Designation as Detective/Investigator 43
8.12 Holiday Pay 43
8.13 Shift Pay Differential 44
8.14 Deferred Compensation 44

8.15 Field Training Officer Assignment & Pay 45
8.16 Public Safety Sales Tax Incentive Pay 45

ARTICLE 9 – INSURANCE 47
9.1 Officer and Dependents Group Insurance 47
Coverage 47
Premiums 47
9.2 Officer Accidental Death Benefits 48
Estate-Lump Sum Payment 48
Spouse-Group Health Insurance 48
9.3 Additional Modifications to Core Health Plan 48
9.4 Additional Health Plans 49

ARTICLE 10 – RESERVED 52

ARTICLE 11 – POLICE PENSION AND RETIREMENT SYSTEM 53
11.1 Participation 53
11.2 Board of Trustees 53
On-Duty Officer 53
Off-Duty Officer 53
11.3 City Contributions 53
11.4 Officer Contributions 53
11.5 Payment 53

ARTICLE 12 – RETIRED OFFICERS 54
12.1 Retention 54
12.2 Status of Retired Officer 54
12.3 Group Health Insurance 54
Retired Officer 54
Retired Deceased Officer's Spouse 54
Premiums 54

ARTICLE 13 – STEWARDS 55
13.1 Designation 55
13.2 Authority 55

ARTICLE 14 – INTERPRETATION AND CONSTRUCTION 56
14.1 Basic Agreement 56
14.2 Validity 56
14.3 Renewal 56
14.4 Performance 56
14.5 Personnel Policy 57
14.6 Tobacco & Vapor Free Ordinance 57
14.7 Body Art/Tattoos 57
14.8 Data Processing Equipment, Software, and the Internet 57
14.9 Notification 58
14.10 Effective Date 58

ARTICLE 15 – DEFINITIONS 59
Conditions of Employment 59
Officer 59
Immediate Family for Bereavement Leave/Sick Leave 59
Family Leave 59
Probationary Officer 59
Recruit 59
Strike 59

Supervisor....59
Work Day....60
Eight (8) Hours....60
Ten (10) Hours....60

EXECUTION PAGE....61

ADDENDUM A....A1
Salary Grades....A1
Salary Schedule July 1, 2018 Through June 30, 2019....A5
Salary Schedule July 1, 2019 Through June 30, 2020 & July 1, 2020 Through June 30, 2021....A6

ADDENDUM B....B1
Leave Bank....B1
Purpose....B1
Definitions....B1
Procedures....B1

ADDENDUM C....C1
Longevity Accrual Chart....C1

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by and between the City of Lawton, Oklahoma, a municipal corporation, (hereinafter referred to as "City"), and the duly certified bargaining union, International Union of Police Associations, AFL-CIO, Local 24, (hereinafter, “Union”, or “Local”). The negotiations which led up to this Agreement, and this Agreement, are in accordance with and pursuant to the provisions of 11 O.S. § 51-101, et seq. (FPAA). Nothing in this Agreement shall violate said statutes.

It is the intent and purpose of this Agreement to promote harmonious relations between the City and the certified bargaining union; to recognize the right of the certified bargaining union to bargain collectively with the City concerning wages, salary, hours, and other terms, provisions and conditions of employment; to provide for the equitable and orderly resolution of any dispute, controversy or difference which may arise during the term of this Agreement; and to promote and further the efficient and economical operation of the Lawton Police Department.

ARTICLE 1 -- RECOGNITION

1.1 Bargaining Unit.

A. The employer, City of Lawton, Oklahoma, recognizes the, International Union of Police Associations, AFL-CIO, Local 24, Union, as the sole and exclusive collective bargaining agent for all full-time commissioned police officers employed within the City of Lawton Police Department excluding the Chief of Police, Assistant Police Chief (who shall be the administrative assistant), all civilian employees and recruit police officers. For purposes of this agreement, an officer shall be a recruit police officer from the date of hire to completion of basic police training and certification by the Oklahoma Council for Law Enforcement, Education and Training (CLEET) and shall be considered a probationary officer with rights limited as hereinafter described for the period after his/her graduation from basic police training and certification by CLEET through one (1) year of employment from date of hire as an officer and up to an additional ninety (90) calendar days from the one (1) year anniversary date of hire if extended by the Chief of Police for the good of the service. In the event the Chief of Police elects to extend the probationary period of an officer, the Chief of Police shall provide in writing to the union the reason for extending the probationary period. An officer hired by the City who is CLEET certified at the time of hire shall be a probationary officer with rights limited as hereinafter described for the period of one (1) year from date of hire.

B. All officers of the Lawton Police Department, excepting those recited above, shall individually and collectively be bound by, and have the benefit of, the terms and provisions of this Agreement.

C. It is not required that an officer of the City of Lawton Police Department be a member of Local 24 of the International Union of Police Associations. The bargaining agent agrees to represent all commissioned police officers, whether a member of said local or not, on all matters covered by this Agreement, in accordance with the provisions of the FPAA.

1.2 Employer Recognition.

The Bargaining Agent, hereby recognizes the City of Lawton as the employer acting by and through its designated City Manager or his/her duly authorized representative.

ARTICLE 2 -- CITY RIGHTS

2.1 Recognition.

The Union recognizes the right of the City to operate and manage its affairs in all respects and in accordance with its responsibilities.

2.2 Expressed Rights.

The City retains the rights in accordance with the Constitution and laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Lawton and the ordinances and regulations promulgated thereunder. No provision of this agreement shall supersede any provision of the City Charter. The rights of the City include, but are not limited to the following:

A. to determine the organization of City government, to include the Police Department;

B. to determine the purpose of the Police Department the right and obligation to manage the Police Department.

C. to exercise control and discretion over the organization and efficiency of operations of the Police Department;

D. to set standards for service to be offered to the public by the Police Department;

E. to direct the officers of the Police Department, including the right to assign police-related work, and overtime;

F. to hire, examine, classify, promote, train, transfer, supervise, evaluate, assign, schedule and retain officers in positions with the Police Department;

G. to suspend, demote, discharge, or take other disciplinary action for the good of the service against officers of the Police Department;

H. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve officers from duties because of lack of work or funds, or under conditions where the City determines continued work would be inefficient or nonproductive.

I. to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided, or purchased by the Police Department;

J. to establish, modify, combine or abolish job positions, classifications, job descriptions and standards of performance of officers of the Police Department;

K. to change or eliminate existing methods of operation, equipment or facilities of the Police Department including the right to introduce new, improved or different methods and techniques of operation or to change methods or techniques of operation;

L. to prepare reasonable policies, procedures, directives, rules and regulations.

M. to take whatever actions may be necessary to carry out the function or mission of the City in an emergency.

If a management right is grieved the Grievant specifically states in said grievance the article(s) or statutes alleged to have been violated. If the Grievance alleges that the City or an officer of the City has exercised the management right they must also state what action is in bad faith and without justifiable management reason. The allegation must be specific. A general allegation is insufficient to invoke the grievance procedure. All actions of the City shall be taken in good faith and with justifiable management reason as set out in Chapter 17 of the Lawton City Code.

2.3 General Rights.

Except as specifically abridged, delegated, granted or modified by this Agreement, or any supplementary Agreement that may be made hereafter, all the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain exclusively, and without limitation, within the rights of the City.

2.4 Representation by Attorney.

A. The City Attorney for the City of Lawton will represent any police officer sued for actions occurring within the officer's scope of employment with the City, unless legal or personal conflict exists. In any such case in which the City Attorney does not represent the officer, the Lawton City Council, with the advice of the City Attorney, will select the attorney to represent the officer in such action. In addition the officer may retain an attorney to represent the officer at the officer's own expense, said expense not being reimbursable by the City under any circumstances.

B. Prior to providing such legal representation to the officer, the officer will submit a written request to the Lawton City Council as provided in Title 11, Section 23-102, Oklahoma Statutes. Such request will be hand-delivered to the City Attorney within forty-eight (48) hours after the officer has been served with the petition and summons.

C. The criteria for selection of an attorney by the City shall include the following: no perceived or actual conflict of interest; expertise in the area of the cause or causes of action; cost; availability; and venue.

ARTICLE 3 -- PREVAILING RIGHTS

3.1 Strikes.

Section 51-111 of Title 11, Oklahoma Statutes requires that collective bargaining agreements specifically provide that police officers shall have no right to engage in any work stoppages, slowdowns or strikes. The officers agree to a prohibition of strikes as defined by 11 O.S. 1991, § 51-102 (3).

3.2 Unfair Labor Practices.

The provisions of Title 11 Oklahoma Statutes Section 51-102 (6) and as it may be amended from time to time are incorporated herein as if set out in its entirety.

3.3 Existing Rights.

Existing rights are as provided in Title 11, Oklahoma Statutes, Section 51-111 and are adopted herein or as may be amended.

ARTICLE 4 -- UNION SECURITY

4.1 Officer Security.

A. Officers shall have the right to engage in lawful concerted activities for the purpose of collective bargaining.

B. An officer shall not be discriminated against due to membership in any lawful association, fraternal organization, labor organization, federation or council or in the performance of duties in connection with any such organization's office.

C. An officer shall be guaranteed the procedures, rights, and privileges set forth in this Agreement and by law.

D. An officer shall not be disciplined, nor threatened with discipline, for exercising or demanding the rights set forth in this Agreement.

4.2 Copies of Agreement.

The City will provide to the Union: (1) one electronic copy of the Agreement on either a floppy disk, compact disc or flash memory stick; and (2) a bound copy of the Agreement for each member of the Union Executive Board. The City will also post a read-only version of the Agreement on the City's Website. The City will provide these copies and post on the website within thirty (30) days after the Agreement is approved by the City Council and executed by City and Union representatives.

The Union may arrange for additional copies of this agreement at its own expense or the Union may purchase, at the actual cost of production to the City, additional copies of this Agreement.

4.3 Dues Check Off.

A. Each officer who elects to become a member of the IUPA agrees to contribute, as Union dues, the amount as established by the by-laws of the Union.

B. The City, upon receipt of written authorization from an officer, agrees to deduct the officer's Union dues from the officer's bi-weekly wages.

C. The City agrees to remit all deductions to the Union's designated Treasurer bi-weekly less an administration fee of one half of one percent (1/2 of 1%) of all deductions which shall be retained by the City to cover the cost of administration of the dues check off program.

D. The payroll deduction authorization shall be revocable by the officer upon thirty (30) calendar days notice to the City. Said notice, shall be in writing. The City shall notify the Union of any revocation.

E. The City will deduct only Union dues or "fair share" payments from the employee's paycheck and will not deduct initiation fees, special assessments, fines, or any other deductions except for dues.

F. In the event of an increase or decrease in Union dues or "fair share" payments, the Union will give the City thirty (30) days notice, in order to allow the City to make proper changes in its accounting records.

G. No deduction will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted.

H. All deductions refundable at the time of termination or resignation of the officer will be refunded by the Union. In the case of an error, or if improper deduction is made by the City, a proper adjustment of the same shall be made by the Union to the officer affected.

I. Members of the bargaining unit who are not members of the Union may agree to have their "fair share", as determined by the Union, deducted from their bi-weekly wages by submitting written authorization to the City. Subsections C, D, E, F, G, H, and J of this section shall also apply to this provision.

J. The Union shall indemnify, defend and hold the City harmless against any claims made and against any lawsuits initiated against the City on account of payroll deductions of Union dues or "fair share" payments.

4.4 Union Committees; Union Business.

The Union shall be authorized the following official committees by this Agreement.

A. BARGAINING COMMITTEE. The Union Contract Bargaining Committee of the Union shall consist of no more than three (3) negotiators as are selected by the Union. It may also include non-member representatives of the Union, but no more than two (2) in number. The Union shall give the City, in writing, the names of the members of the Bargaining Committee provided that such members may be replaced or substituted upon prior notice to the City. Members of the Bargaining Committee who are on duty at the time of a bargaining session shall be allowed to attend said bargaining session, unless in extreme emergencies.

Negotiations shall begin on a mutually agreed upon date to begin following notice which will be provided no later than February 23 and negotiations shall end on June 30th unless continued by mutual agreement of the parties.

B. GRIEVANCE COMMITTEE. The Grievance Committee shall consist of the Union Executive Board. The Committee will investigate and process alleged grievances from members of the bargaining unit. The processing or investigation of the alleged grievances shall not impede police operations.

C. TIME OFF FOR UNION BUSINESS.

1. The duly elected president of the Union will be granted time off to attend Union business. He/she will be granted no more than two hundred (200) hours to attend contract negotiations, interest arbitrations, grievance arbitrations, grievance committee meetings and daily business as needed. Other executive board members will be given no more than one hundred sixty (160) hours to attend contract negotiations, interest arbitration, grievance arbitrations, grievance committee meetings and daily business as needed during the contract year.

2. In the event that the Union President or other member of the executive board is on duty at the time he/she attends a contract interest arbitration or grievance arbitration, the Union President or other member of the executive board will be allowed time off to attend such arbitration without loss of pay subject to limitations in subparagraph 1 above. Such time will not be considered time worked or used to calculate overtime under the provisions of the Fair Labor Standards Act. In the event that the Union President or other member of the executive board is off duty at the time he/she attends a contract interest arbitration or grievance arbitration, such time will not be considered as time worked for the overtime provisions of the Fair Labor Standards Act and he/she will be paid at the officer's regular rate of pay for the actual time in attendance at such arbitration subject to the limitations in subparagraph 1 above.

3. Following the ratification of the FY-20-21 CBA, there will be established for the remainder of FY-20-21 a “pool system” to allow executive board members to share their Section 4.4(C) union business hours with each other. For example: if the union president has used his 200 hours but another union executive officer still has 40 hours, the other executive officer may transfer a part or all of his/her 40 hours to the union president.

4.5 Payment of Back Claims.

A. An officer will be paid back pay as the result of a management determination, administrative determination, grievance hearing finding, or judicial decree.

B. An officer's claim for back pay shall be equal to the amount of pay the officer should have earned, plus interest at the applicable statutory rate for judgments against municipalities, but not to exceed ten (10) percent per annum; however, said interest shall not apply to normal delays incurred in payroll processing. No interest shall be earned or paid for the first thirty (30) days of said claim.

C. All back pay claims shall be filed in writing with the Chief of Police within ninety (90) days of the date the alleged loss occurred. If not filed within ninety (90) days, no grievance may be filed.

D. Provided that this provision shall not apply to increases to pay or other monetary increase pursuant to the terms of this agreement.

4.6 Officer's Rights.

An officer shall be guaranteed the procedures, rights and privileges set forth in this section.

A. When existing rules and regulations are changed, or new rules and regulations are established, they shall be posted prominently on all departmental bulletin boards and furnished to each officer, who will acknowledge receipt of the changes. Said changes will be in effect upon posting on all departmental bulletin boards.

B. An officer shall not be required to donate or contribute to any type of political campaign or charitable organization.

4.7 Seniority.

A. An officer's seniority with the Lawton Police Department shall be determined by the following:

1. Police Officers -The officer's most recent "Date of Entry" with the Lawton Police Department. If two or more officers, hired after June 30, 1988, are hired on the same date, seniority will be determined between them by the Chief of Police at time of hire. If two or more officers were hired on the same day before July 1,1988, their seniority was determined by a one-time drawing by the Chief of Police pursuant to the terms of the 1988-1989 agreement.

2. Police Supervisors -The supervisor's most recent "Date of Rank" within the Lawton Police Department, as determined by the Chief of Police at time of promotion.

B. An officer's seniority with the Lawton Police Department shall be used, within the division the officer is assigned, to assign the following:

1. Vacation Leave
2. Compensatory Days Off
3. Regular Days Off
4. Lay Off and Recall
5. Shift, provided, however, that the City may assign an officer with less than eighteen (18) months from date of hire to any shift without regard to his/her shift preference so as to insure that said officer's assignments during their first eighteen (18) months of service provide full training on all shifts to the extent deemed appropriate by the City. No new officer shall be assigned to any one shift for more than one year. Vacancies occurring by virtue of shift assignments of new officers under this provision shall be filled by: (a) volunteers; or, if none, (b) by seniority with reference to the "needs of the service." To the extent possible, and consistent with training requirements and needs of the service, dislocations arising from rotation of new officers will be from among the new officer ranks as has been done historically during officers' first year of service.

C. A supervisor may depart from the use of seniority due to "needs of the service". The "needs of service" determination shall be applied as determined by the Supervisor. Upon request of the affected officer, a supervisor making assignment different from an officer's established seniority position shall state in writing his/her reasons for departure there from. A copy of the supervisor's reasons shall be forwarded to the officer, and the Chief of Police within seven (7) calendar days of the questioned assignment.

D. The City shall maintain the seniority list for Police Officers/Sergeants and Police Supervisors, which shall be posted, and kept updated, on the Lawton Police Department Bulletin Board.

4.8 Destruction of Officer's Personal Property.

A. Subject to the provisions of subsection B of this section the city shall repair, replace or reimburse an employee, within a reasonable length of time, for any of the items listed below which are suddenly and unexpectedly damaged, destroyed or lost as a result of on-the-job duties:

1. Eyeglasses;

2. Contact lenses;

3. Dentures;

4. Braces;

5. Wedding ring (maximum $300.00);

6. Hearing aids;

7. Civilian clothing (maximum $200.00);

8. Uniform clothing;

9. Watches (maximum $150.00);

10. Jewelry (maximum $300.00); or

11. Any weapon authorized by the Police Chief or his/her designee.

B. If the negligence of the employee contributes to or is the cause for the need to repair, replace or reimbursement of an employee's personal property which is suddenly or unexpectedly damaged, destroyed or lost, then the employee shall bear the cost and responsibility of repair or replacement of the lost or damaged personal property.

C. An employee shall be required to provide the city with a written statement concerning the circumstances surrounding the damaged, destroyed or lost personal property.

D. An employee shall be required to provide the city with a written estimate of repair, replacement or reimbursement of the damaged, destroyed or lost personal property.

E. The city may require an employee to provide additional information to determine the validity of the claim.

F. Payment of claims for repair, replacement or reimbursement of damaged, destroyed or lost personal property shall be made from the respective employee's division budget.

4.9 In-Service Training.

A. The City recognizes the need for refresher and continuing education of police officers due to continuing changes in the law enforcement profession and the judicial system.

B. The City shall make available to each officer a minimum of eight (8) hours in-service training each month.

C. The City shall schedule in-service training schools to be held on days compatible with the needs of the service.

D. An officer shall be scheduled to attend an in-service training school based upon the officer's request, the officer's supervisor's request, or the Police Chief's assignment of the officer to attend.

E. An officer's attendance of an in-service training school shall constitute the officer's regular scheduled work day.

F. An officer, who is acting as an in-service training school instructor, shall be given credit for in-service training for the period of time he/she instructs; however, repeat sessions of the same instruction by the same officer shall not be counted for in-service training.

G. Announcements of law enforcement training courses offered by recognized training agencies in Oklahoma and Texas in which the LPD can participate shall be posted on divisional bulletin boards. When possible, this posting will be done in sufficient time to allow officers to express their interest in attending the training.

4.10 Bulletin Boards

A. The City agrees to provide a bulletin board for use by the Union.

B. The Union agrees to use the bulletin board to post information related to:

1. Union business
2. Union activities, and
3. Items of professional or organizational interest to Union members.

C. The Union agrees not to use the bulletin board to post information related to:

1. Political endorsements or
2. Employees or officials, which on its face, is
   a. Offensive
   b. Derogatory
   c. Discriminating

D. The Union agrees to remove any items posted on the bulletin board seven (7) calendar days from the date of posting.

4.11 Complaints Against Officers.

A. The Union agrees to allow the Department to implement and revise as necessary a policy that will allow the Police Chief or his/her designee to investigate all criminal or non-criminal complaints against an officer.

B. The City agrees the policy for non-criminal complaints, will embody the following safeguards for an officer:

1. An accused officer shall preferably be questioned when he/she is on duty; if questioned off duty he/she shall be compensated for time spent with a minimum of two hours.

2. An accused officer shall not be questioned for an unreasonable period of time.

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

4. An accused officer shall not be required to give a written statement.

5. An accused officer shall be afforded an opportunity to submit to a polygraph examination to substantiate his/her statement, provided that such examination shall not be mandatory.

6. An accused officer shall, if requested, be given a copy of any statements he/she made during the investigation as well as the report generated by the investigator within seven (7) calendar days of the date the investigation is completed.

C. An accused officer shall be notified of any disciplinary action being taken against him/her. All rights afforded an officer pursuant to Chapter 17 of the Lawton City Code as it currently exists or may hereafter be amended by the City Council shall apply to the officer except that:

(1) The reference in City Code Section 17-1-7-171(B) to thirty (30) working days to impose discipline shall be excluded from this contract and substituted with ninety (90) calendar days. All other provisions of Section 17-1-7-171(B) shall remain in effect as written.

(2) In lieu of the grievance procedures set forth in City Code, officers shall use the grievance procedure established herein; i.e. the grievance procedure set forth in Article 5 of this contract.

4.12 Drug and Alcohol Policy.

The Union agrees to allow the City to implement its policy, with the appropriate safeguards for an officer, that will require any officer to submit to a recognized alcohol and/or drug test if any supervisor reasonably believes that the officer reported for duty or is under the

influence of alcoholic beverages and/or drugs while on duty. As state or federal statutes or regulations allow random, post accident or periodic testing, the Union agrees to allow the Department to implement its policy which is in conformance with the state, State Statute Title 40, Chapter 15, Section 551 et seq., Standards for Workplace Drug and Alcohol Testing Act, or federal statutes or regulations.

4.13 Disciplined Officer's Right to Investigative Report

An officer that has been disciplined may within five (5) calendar days of the date the discipline was imposed, excluding Saturday, Sunday and the City's fixed holidays, request a copy of any investigative file that may exist regarding the events / actions that lead to the discipline imposed upon the officer. Such a request must be in writing to the Chief of Police. The Chief of Police shall provide a copy of any relevant file to the requesting officer within five (5) calendar days of receipt of the written request, excluding Saturday, Sunday and the City's fixed holidays. For purposes of this section, the term "discipline" shall mean: written warning, written reprimand, suspension without pay, demotion, or termination.

4.14 Oral Counseling.

An immediate correction by a supervisor will not be considered a form of formal discipline. However, a formal sit down counseling by a supervisor will be considered discipline provided it is documented in the employee's personnel file. The officer shall be supplied with a copy of the documentation from the discipline.

4.15 Outside Employment.

A. Any officer who engages in outside employment as a security guard officer or guard shall be permitted to do so if, and only if: (1) he/she obtains the prior approval of the Police Chief and City Manager which approval will not be unreasonably withheld; and (2) that the officer first obtains a signed written contract, on a form provided by the City, with the employer providing for sufficient worker's compensation and general liability coverage and an acceptable hold harmless clause releasing the City from any and all liability arising by virtue of said officer's outside employment.

B. Any officer who engages in outside employment, other than as a security guard officer or guard, shall be permitted to do so upon prior approval of the Police Chief and City Manager, whose approval will not be unreasonably withheld. Prior approval from the Police Chief and City Manager shall be presumed, provided said outside employment: (a) is not

prohibited by either the City of Lawton Police Departmental Rules and Regulations or Section 17-2-13-270 of the City of Lawton Municipal Code; and (b) is not a conflict of interest with the officer's employment with the City of Lawton.

4.16 Personnel Files.

A. Personnel files are those files maintained by the Human Resources Department of the City and do not include the investigatory files maintained as a result of a complaint against an officer.

B. Personnel files shall be maintained pursuant to the policy of the City as it now exists or may hereinafter be amended by the City Manager.

4.17 Voluntary Leave Bank.

Established by this Agreement is a Lawton Police Department Leave Bank Policy for all commissioned members of the City of Lawton Police Department represented by the Union. This Policy is attached hereto as Addendum B. The Policy, as attached, may be amended from time to time during the term of this Agreement by the mutual consent of the Chief of Police and the Union President.

4.18 Accident Review.

A. Members of the department involved in an incident causing injury to themselves or to another City employee or are involved in a motor vehicle collision are subject to the review of the incident by the Injury Review Board and/or the Vehicle Collision Review Board as appropriate. The Injury Review Board shall be determined by the City Manager and Police Chief. It shall be composed of an equal number of City employees and members of the Police Department and shall be chaired by the Safety and Risk Officer. The Vehicle Collision Review Board shall be determined by the City Manager and Police Chief. It shall be composed of an equal number of City employees and members of the Police Department, to include one (1) Sergeant, and shall be chaired by a police captain to be selected by the Police Chief. The Injury Review Board will submit its findings and recommendations pursuant to the current City of Lawton policy or as may be amended by the City Manager. The Collision Review Board will submit its findings and recommendations pursuant to the current Lawton Police Department Policy.

B. Any disciplinary action shall be administered within thirty (30) calendar days following the appropriate board's review

4.19 POLICEPAC

Members of the Union shall be afforded the option of contributing a portion of their pay to IUPA POLICEPAC by payroll deduction subject to the following terms and conditions:

A. A signed contribution sheet/card shall be kept on file by the Union;

B. Contribution cards/sheets shall reflect the amount authorized to be deducted from the member's pay;

C. The City shall deduct a 1% administrative fee from the amount authorized to be deducted each pay period; and

D. The City shall forward the total deductions to the IUPA POLICEPAC on a monthly or bi-weekly basis.

ARTICLE 5 – GRIEVANCES

5.1 Grievance Defined.

A grievance shall mean any dispute, controversy, or difference between the City and the Union concerning the meaning, interpretation, or application of any provision of this agreement and shall be adjusted in the following manner.

5.2 A. Union Grievance.

A Union grievance shall be processed in the following manner and within the time limits stated herein:

Step 1. The Union shall present a Union grievance, which may include a grievance filed on behalf of an officer, in writing, along with a copy of its findings, to the Chief of Police within twenty (20) calendar days, excluding Saturday, Sunday and the City's fixed holidays, of the occurrence giving rise to the grievance. The date of notice shall be either the date the officer became aware or the Union became aware of the occurrence giving rise to the grievance whichever occurs first. The Union shall also include in its findings a proposed remedy.

Step 2. Upon receipt of the Union grievance with Union findings and requested remedy, the Chief of Police shall, within fifteen (15) calendar days, excluding Saturday, Sunday and the City's fixed holidays, deliver his/her decision to the Union in writing.

Step 3. A grievance not satisfactorily resolved in Step 2 may be submitted by the Union to the City Manager within five (5) calendar days, excluding Saturday, Sunday and the City's fixed holidays, of the Chief of Police's written decision in Step 2 of this section. The City Manager shall announce his/her decision in writing to the Union within fifteen (15) calendar days, excluding Saturday, Sunday and the City's fixed holidays.

Step 4. If the grievance is not settled by the City Manager's reply, the Union may present the grievance to arbitration, in accordance with Section 5.4.

A grievance not processed within the time limits set out in this Article is deemed to have been withdrawn.

B. City Grievance.

A City grievance shall be processed in the following manner and within the time limits stated herein:

Step 1. The City shall present, in writing, to the Local President its grievance within twenty (20) calendar days, excluding Saturday, Sunday and the City's fixed holidays, of the date the City became aware of the grievance.

Step 2. The Local President shall reply, in writing, to the City within ten (10) calendar days, excluding Saturday, Sunday and the City's fixed holidays, of the Union's receipt of the City grievance.

Step 3. If the grievance is not settled by the Union's reply, the City may present its grievance to arbitration, in accordance with Section 5.4. The City shall notify, in writing, the Union of its demand for arbitration within fifteen (15) calendar days, excluding Saturday, Sunday and the City's fixed holidays, of its receipt of the Union's reply.

A grievance not processed within the time limits set out in this Article is deemed to have been withdrawn.

5.3 Grievances Not Initiated, Answered, or Processed.

Any grievance not initiated or processed by the grieved party within any of the time limits specified in this Article shall be considered denied and shall not be subject to arbitration. Any grievance not answered or processed by the non-grieving party within the time limits specified in this Article shall be considered denied at the expiration of the time limit set out in the appropriate step or section and the grieving party may, at its option, proceed with the grievance to the next step or section within the time limits prescribed therein. The grievant's time limit to proceed shall commence to run on the final date on which the non-grieving party could have responded.

5.4 Arbitration.

A. If the grievance is not settled or resolved by the foregoing steps, except as provided in Section 5.3, any of the parties to this agreement may request such arbitration within seven (7) calendar days, excluding Saturday, Sunday and the City's fixed holidays, from the receipt of the final denial of the grievance. A request for arbitration must be in writing. Within ten (10) calendar days from receipt of request for arbitration, the party requesting Arbitration (City or Union only) shall request a list of seven (7) arbitrators from Federal Mediation and Conciliation Service with a copy of such list provided to the non-grieving party contact person. The request shall specify that the requested list of arbitrators shall be drawn from the sub-regional area of the multi-state region applicable to the State of Oklahoma. Within ten (10) calendar days, excluding Saturday, Sunday and the City's fixed holidays, from receipt of such list, a representative of Union and City shall strike names from the list. The grievant's

representative shall be the first to strike a name from the list and the parties shall alternate thereafter until one (1) arbitrator remains, who shall be appointed as impartial arbitrator.

B. All administrative requirements of this Article shall be the absolute responsibility of the grievant and this duty may not be transferred.

C. Within ten (10) calendar days of the parties' selection of an arbitrator the Federal Mediation and Conciliation Service shall be notified by the grievant. The date for the arbitration hearing should be set at the earliest available date. All parties and arbitrator shall be notified in writing of the selected date by the grievant. If the dates submitted by the arbitrator are not acceptable to the parties the request for additional dates shall be made by the grievant without delay.

D. It shall be the duty of the grievant to insure that all dates and time limits set out in this Article are strictly adhered to. Failure to strictly adhere to the required dates and time limits set out herein shall cause the grievance to become null and void and not subject to arbitration.

E. At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of the arbitrator. The arbitrator shall comply with the rules of the FMCS.

F. The arbitrator's award shall be consistent with the authority granted the arbitrator by this agreement. The authority and responsibility of the City as provided by the Charter of the City of Lawton shall not be usurped in any manner, unless specifically amended or modified by this Agreement.

G. The arbitrator's authority is strictly limited to the interpretation, application and enforcement of the terms of this Agreement. The arbitrator shall have no jurisdiction to establish a new agreement or any variation or modification of the present agreement, nor to arbitrate away, in whole or in part, any provision of this agreement or any supplements thereto or amendments thereof.

H. The costs, fees and expenses of the neutral or impartial arbitrator selected to hear a grievance under this article, shall be shared equally between the grievant and the responding party. Any other expenses incurred in the presentation of a grievance shall be borne by the party incurring the same. If a transcript or recording, audio or video, of the proceedings is requested, the party requesting the same shall pay for said transcript and furnish a copy of said transcript or recording to the arbitrator within one week of the conclusion of the hearing. A party's request for a transcript or recording, audio or video, of the proceedings must be made at the time of the date of the arbitration hearing is set by the parties. If the non-requesting party desires a copy of the transcript or recording, audio or video, of the proceedings

the non-requesting party shall share equally in the cost. The non-requesting party must advise the requesting party no later than the close of the arbitration hearing of its decision.

ARTICLE 6 -- UNIFORMS

6.1 Uniformed Officers.

A. The City shall furnish each uniformed officer by the end of his/her probation period the items contained in the Uniformed Officers' Uniform Complement List:

UNIFORMED OFFICERS' UNIFORM COMPLEMENT LIST	
4 - Trousers [1]	1 - Under Belt
4 - Long Sleeve Shirts	4 - Short Sleeve Shirts
1 - Utility Belt	2 - Large Belt Retainers
2 - Small Belt Retainers	1 - Name Tag
1 – Holster	1 - Shirt Badge
1 - Collar Insignia	1 - Firearms Insignia
4 - Service Insignia	1 - Handcuffs
3 – Ties	1 - Handcuff Case
1 - Tie Bar	1 - Collapsible Baton
1 - Baton Holder	1 - Weapon
1 - Box of 50 Practice Ammunition [2]	1 - Jacket Badge
1- Box of 50 Service Ammunition [3]	*1 - Jacket
*1 – Gloves	1 - Key Holder
*1 – Raincoat	*1 - Vest Cover
*1 - Rain Cap Cover	*1 - Vest and Cover[5]
*1 – Footwear	LPD Business Cards [4]
1 - Magazine Pouch and 3 magazines	

1. Male or female trousers at officers option upon replacement.

2. The City shall issue these items monthly only upon the request of the Officer or the City.

3. At the request of the Officer the City shall replace these items every other calendar year, beginning in even calendar year of 2010. The Police Chief may authorize more frequent replacement based upon the needs of the Department.

4. The City shall issue 150 initially and replenish them as needed, upon approval.

5. The vest provided herein shall be worn at all times an officer is on duty except that an officer may be exempted from the wearing of said vest by the Chief of Police. His/her determination is not subject to the grievance procedure as provided in Article 5.

* The City shall issue these items only upon the request of the officer or the City.

B. Uniforms for specialized functions such as Lake Patrol, Bicycle Patrol, Canine Officers, TAC Team, etc shall be issued by the department on an as needed basis and shall be replaced utilizing the established quarter master system in place for regular uniform replacement.

C. Nylon web gear shall be issued to officers of the department on an as needed basis. Replacement of the web gear will be made pursuant to the established quarter master system.

6.2 Non-Uniformed Officers.

The City shall furnish each non-uniformed officer the items contained in the Non-Uniformed Officers' Uniform Complement List one time only.

NON-UNIFORMED OFFICERS' UNIFORM COMPLEMENT LIST

1 - Approved plain clothes type holster

1 - Badge and Identification Card Case

Each non-uniformed officer will also be granted a clothing allowance for on-the-job civilian attire, approved by the Police Chief, in an amount not to exceed five hundred dollars ($500.00) upon appointment as a Non-uniformed officer to be used for the purchase of clothing items during the first six (6) months of such appointment. During the second six (6) months of such appointment the non-uniformed officer shall be granted an additional clothing allowance in an amount not to exceed five hundred dollars ($500.00). For each subsequent twelve (12) month period the non-uniformed officer serves as a non-uniformed officer he/she shall be granted an amount not to exceed six hundred dollars ($600) during the FY.

6.3 Uniform Officers.

The City shall replace any uniform item issued to an officer which should become worn, damaged, destroyed, or lost as a result of on-the-job duties. Non-uniform clothing lost or damaged in an on duty status may be replaced or repaired if not caused by negligence of the officer, see Section 4.8 of this Agreement. The officer shall turn in the non-serviceable uniform

item that is being replaced. The officer shall also turn in the non-uniform item that is being replaced pursuant to Section 4.8 of this agreement.

An officer shall provide the City with a written statement concerning the circumstances surrounding the damaged, destroyed, or lost uniform item.

6.4 Officers' Reference Material.

The City shall furnish each officer the items contained in the Officers Reference Material Complement List:

OFFICERS REFERENCE MATERIAL COMPLEMENT LIST

1 - LPD Rules & Regulations Manual

1 - LPD Policy & Procedures Manual

1 - LPD Police Officers Handbook (when printed)

and any addendums or amendments thereto. Each officer will acknowledge receipt of the original issue of reference material and any addendum or amendment thereto. Said acknowledgment will be maintained in each individual officer's training folder.

Each officer is expected to be familiar with and knowledgeable on the referenced materials.

ARTICLE 7 -- LEAVES

7.1 Vacation Leave.

A. An officer shall commence accruing vacation leave credits from the date of his/her employment.

B. An officer shall be eligible to request vacation leave upon completion of his/her probationary period, subject to approval of the City Police Chief.

C. An officer shall be allowed to accrue vacation leave hours to a maximum of two hundred eighty (280) hours, but on leaving the service for any reason, the officer shall be paid for no more than two hundred eighty (280) hours plus the current year's accrual.

D. An officer's immediate supervisor shall schedule, as soon as possible, an officer to take all vacation leave credits in excess of the maximum vacation leave credits.

E. An officer, upon termination, resignation, retirement, or his/her estate upon death, shall be paid, at his/her current hourly rate of pay, for all accrued vacation leave credits.

F. An officer shall accrue vacation leave credits on a maximum of twenty-five (25) years of service.

G. An officer shall accrue, bi-weekly, vacation leave credits in accordance with the below schedule:

Total Years Of Accrual	Bi-Weekly Rate Vacation Leave Credits	Total Annual Vacation Leave Credits
1-4	3.0770 hrs	80 hours
5-8	3.8462 hrs	100 hours
9-12	4.6154 hrs	120 hours
13-16	5.3846 hrs	140 hours
17-20	6.1539 hrs	160 hours
21-22	6.9230 hrs	180 hours
23+	7.6923 hrs	200 hours

H. An officer's bi-weekly pay check stub shall reflect the officer's current vacation leave balance.

7.2 Terminal Leave. An officer may take terminal leave as provided below upon notice of retirement. An officer may elect to take terminal leave up to four hundred (400) hours. Upon commencement of terminal leave, management may fill the vacancy immediately. Once an officer submits his/her request for terminal leave, said request may not be rescinded. Terminal leave may not exceed the amount of accrued vacation and/or sick leave the officer currently has accumulated on record. While on terminal leave, an employee will not accrue additional sick or vacation leave or longevity benefits.

7.3 Sick Leave.

A. An officer shall commence accruing sick leave credits from the date of employment.

B. An officer shall be entitled to all accrued unused sick leave credits appearing on official records after January 1, 1971, which shall hereinafter be referred to as "Current Sick Leave" credits.

C. An officer shall accrue current sick leave credits at the rate of three point six nine two three (3.6923) hours bi-weekly, equaling ninety-six (96) hours per year.

D. An officer shall be allowed to accrue current sick leave credits totaling five hundred seventy-six (576) hours.

E. An officer may take sick leave, up to a maximum of all of the accrued sick leave credits, due to serious injury or acute illness.

F. An officer may use sick leave to stay home with a sick child or to attend to any other member of the officer's immediate family, who is ill. If the officer's absence due to caring for such family member exceeds 3 consecutive working days of continuous absence, or in any manner appears to be unreasonable, the officer's supervisor may require evidence of illness or physical condition to be provided regarding the member of the immediate family.

G. An officer may use sick leave due to the death of a member of the officer's immediate family.

H. An officer who is on sick leave in excess of three (3) consecutive working days may be required to submit to, at the City's expense, a physical examination by physician chosen by the City, to determine if he/she is capable of performing his/her normal police duties. The physician's report shall be binding on all parties as to the physical qualification of the employee, with respect to entitlement to sick leave and the pay therefore.

I. An officer, upon termination, shall not be paid for any unused sick leave credits.

J. An officer, upon resignation, shall be paid two and one-half (2 1/2) percent of his/her hourly rate of pay for each full year of employment with the City for all unused sick leave credits.

K. An officer, upon retirement, shall be paid at seventy-five (75) percent of his/her then current hourly rate of pay for all unused sick leave credits.

L. An officer's estate, upon death, shall be paid at the officer's hourly rate of pay for all unused sick leave credits.

M. An officer, annually shall be paid for all unused current sick leave credits in excess of five hundred seventy-six (576) hours, unless the officer has exercised the option available in Section 8.7 of this Contract. An officer's sick leave pay shall be computed at the officer's then current hourly rate of pay, and shall be paid by separate check by the first non-pay day Friday in December.

N. An officer's bi-weekly paycheck stub shall reflect the officer's current sick leave balance.

7.4 Maternity Leave.

See Family Leave Section 7.13

7.5 Bereavement Leave.

An officer may be granted bereavement leave, without loss of pay, non-chargeable against any of the other leaves, upon recommendation of the Police Chief or his/her designee, and approval of the City Manager or his/her designee, up to a maximum of three (3) work days per occurrence, due to the death of a member of the officer's immediate family. Any approved bereavement leave need not be taken consecutively, but must be taken within ten calendar days of the qualifying death or it shall be forfeited.

7.6 School Leave.

An officer may be granted school leave, with salary and benefits, non-chargeable against any of the other leaves, upon recommendation of the Police Chief and approval of the City Manager or his/her designee, to attend conferences, schools, and similar events designed to improve his/her knowledge and considered as being beneficial and in the best interest of the City.

7.7 Voter Leave.

All members qualified and entitled to vote in any election shall, when necessary, be allowed sufficient time off with pay to exercise this privilege in accordance with Oklahoma Statutes, Title 26, § 7-101.

7.8 Military Leave.

Covered employees who are members of the National Guard or military Reserve Forces of the United States shall be entitled to military leave of absence pursuant to Oklahoma Statutes, Title 44, § 209, Title 72 § 48 and the provisions of the United States Code, Title 38, § 4311 et seq. Placement of the covered employee in a position with the City, upon return from military service and proper application for re-employment shall be in accordance with United State Code, Title 38, § 4313.

7.9 Leave of Absence Without Pay.

An officer may be granted a leave of absence, without salary or any other benefits, upon recommendation of the Police Chief and approval of the City Manager. Said leave of absence shall not exceed three hundred and sixty-five (365) days.

7.10 On-the-Job Injury Leave.

A. An officer may take on-the-job injury leave, with salary and benefits, non-chargeable against any of the officer's other leaves, up to a maximum of one thousand forty (1,040) hours, equaling twenty-six (26) work weeks, due to an injury incurred while in the performance of his/her official duties.

B. An officer who takes on-the-job injury leave shall consider the salary and benefits received as being paid in lieu of temporary worker's compensation wages. An officer shall also be eligible for any other worker's compensation benefits for which he/she is otherwise qualified and entitled to under worker's compensation law.

C. An officer who takes on-the-job injury leave must meet the below requirements:

1. An officer who takes on-the-job injury leave for less than forty (40) hours may be required, by the City, upon his/her return to full duty, to furnish a statement from his/her physician that he/she was incapable of performing his/her normal police duties.

2. An officer who remains on on-the-job injury leave for more than forty (40) hours may be required, by the City, to furnish a written statement on a form generated by the City from his/her physician, that he/she is incapable of performing either his/her normal police

duties, or the administrative duties of a civilian receptionist, civilian clerk, civilian PBX operator, or similar duties.

3. An officer who remains on on-the-job injury leave for more than eighty (80) hours may be required, by the City, to furnish a written statement on a form generated by the City from his/her physician and/or a physician designated by the City, that he/she is incapable of performing either his/her normal police duties or the administrative duties of a civilian receptionist, civilian clerk, civilian PBX operator, or similar duties.

4. An officer who remains on on-the-job injury leave for more than one hundred sixty (160) hours will be required, by the City, to furnish a written statement on a form generated by the City from the treating physician and may be required to furnish a written statement by a physician designated by the City, at the conclusion of each 160 hour period that he/she is incapable of performing either his/her normal police duties or the duties of a civilian receptionist, civilian clerk, civilian PBX operator, or similar duties.

5. An officer who remains on on-the-job injury leave for more than one thousand forty (1,040) hours will be required, by the City, to show cause why he/she should not be terminated or medically retired.

7.11 Line of Duty Injury Duties.

A. An officer who furnished a written statement from a physician, or the City physician, that the officer is incapable of performing his/her normal police duties, but is capable of performing the duties of a civilian receptionist, civilian clerk, civilian PBX operator, or similar duties, may be assigned, at his/her hourly rate of pay, to administrative duties by the Chief of Police. The Chief of Police shall not be required to create an administrative position if one does not already exist or is currently filled.

B. An officer who is assigned to administrative duties shall not be assigned to any duties, even temporarily, that would require him/her to perform the normal duties of a police officer. If an officer is assigned to administrative duties, as outlined above, such time worked in administrative duties shall not diminish or count against full continuation of salary provided pursuant to 11 O.S. Section 50-116.1.

C. An officer who is assigned to administrative duties will periodically be required, by the City, to furnish a written statement, from his/her physician, or the physician designated by the City, that he/she is incapable of performing his/her normal police duties.

D. An officer who remains on administrative duties for more than one thousand forty (1,040) hours will be required, by the City, to furnish a written statement from his/her physician,

and the physician designated by the City, that indicates a "Date Certain" that the officer will return to his/her normal duties, and the officer will be required to show cause why he/she should not be terminated or medically retired.

7.12 Off-Duty Injury.

In the event of off-duty injury or illness resulting in the officer being incapacitated for the performance of his/her full duties, the officer may be offered, the opportunity to perform administrative duties of which he/she is capable, provided that there shall be no obligation on the part of the Police Chief to create a light-duty position where one would not ordinarily exist for an officer with the qualifications of the injured or ailing officer.

A. An officer who furnished a written statement from a physician, or the City physician, that the officer is incapable of performing his/her normal police duties, but is capable of performing the duties of a civilian receptionist, civilian clerk, civilian PBX operator, or similar duties, may be assigned, at his/her hourly rate of pay, to administrative duties by the Chief of Police. The Chief of Police shall not be required to create an administrative position if one does not already exist or is currently filled.

B. An officer who is assigned to administrative duties shall not be assigned to any duties, even temporarily, that would require him/her to perform the normal duties of a police officer.

C. An officer who is assigned to administrative duties will periodically be required, by the City, to furnish a written statement, from his/her physician, or a physician designated by the City, that he/she is incapable of performing his/her normal police duties.

D. An officer who remains on administrative duties for more than one thousand forty (1,040) hours will be required to show cause why he/she should not be terminated or medically retired.

7.13 Family Leave.

The provisions for family leave of the Lawton City Code Section 17-164 or as may hereafter be amended by the Lawton City Council are incorporated herein as if set out in full.

7.14 Flex Time For Attending Medical Appointments.

In instances where an officer having received an on-the-job injury has been released to return to work, but has not been released from treatment, additional medical appointments may be

necessary. In these instances when a doctor's appointment is scheduled outside the officer's normal work schedule, the officer will be eligible – subject to the needs of the service - to receive flex time [up to a maximum of six hours per trip] for the off-duty time spent traveling to and from the doctor, as well as the off-duty time spent at the doctor's appointment, provided the following conditions are met:

1. The officer is off-duty for all and/or a portion of the time spent traveling to and from the doctor, as well as the time spent at the doctor's appointment.

2. The flex time is requested within 24 hours following the doctor's appointment and is able to be taken within the same pay period as the doctor's appointment.

3. The flex time is requested in writing to the officer's supervisor wherein the officer attests to the time the officer left for the appointment, the time the officer arrived at the appointment, the time the officer left the appointment and the time the officer arrived back from the appointment. This statement will be signed by the officer and must be accompanied by a signed statement on the doctor's office letterhead from a representative of the doctor's office, also acknowledging the date and time the officer arrived at the doctor's office for the appointment and the date / time the officers left the doctor's office.

4. Only the off-duty time spent traveling to and from the doctor's appointment and the off-duty time spent at the doctor's appointment will count toward the subsequent flex time calculation. On-duty time spent traveling to and from the doctor's appointment, and on-duty time spent at the doctor's appointment shall not count.

5. The requested flex time will be capped at a maximum of six hours per doctor's appointment and must be taken in the same pay period as the doctor's appointment.

This flex-leave benefit will be available in lieu of the on-the-job injury leave authorized to attend medical appointments in City Code Section 17-1-6-163E.2. However, in the event the requested flex leave cannot be scheduled and taken in the same pay period as the doctor's appointment and/or is not approved due to the needs of the service, the officer will be entitled to receive on-the-job-injury leave (up to the four hour maximum) for the off-duty time spent

attending the medical appointment as set forth in City Code Section 17-1-6-163E.2 – subject to any restrictions therein.

ARTICLE 8 -- COMPENSATION/EDUCATION

8.1 Hours.

A. The Section 7 (k) exemption for public safety employees of the Fair Labor Standards Act is effective for this bargaining unit on July 3, 1995. The City agrees that all non-exempt officers are eligible for overtime compensation. Overtime shall consist of authorized work in excess of 160 hours in a 28 consecutive day work period. The work period will begin on Monday, July 3, 1995, and will be 28 days long and will be followed by continuously consecutive 28 day work periods.

B. Officers shall record their daily time worked on their time sheet rounded up or down to the nearest fifteen (15) minute increment. (i.e. – 7:00 am to 5:07 pm would be recorded as 10.0 hours worked; 7:00 am to 5:08 pm would be recorded as 10.25 hours worked).

8.2 Wages.

A. A police officer's wages shall be paid in accordance with the City of Lawton - Police Salary Schedule, as set out in Addendum "A", and shall be paid bi-weekly.

B. As a general rule, an officer, except recruits and probationary officers, shall be eligible for a merit step increase after serving one (1) year in each Step. However, any requirement in Addendum "A" of this Agreement requiring an officer to spend more than a year in a step before being eligible for a merit step increase will control over this section. [For example, Addendum A requires officers hired on or after July 1, 2018 to have 36 months of service before being eligible for their first merit step increase]. Recruits and probationary officers shall be placed in the appropriate Step as set out in Addendum "A" of this Agreement, and will be eligible to receive their first step increase in accordance with the applicable provisions of Addendum A.

C. Reserved.

D. An officer, to receive a merit step increase, must have received an overall rating of "Standard" or above on the "Employee Performance Evaluation" for the next merit step increase.

E. An officer who is promoted to a higher position classification shall be placed in an appropriate step in the higher position classification that is at least five percent (5%) above

his/her step in the lower position classification. No incentives shall be included in making this determination for any other rank.

8.3 Overtime.

A. General. An officer shall not be ordered to work overtime and take the actual time worked off on another day.

1. An officer shall not be ordered to take off early on his/her regular scheduled shift and report for special duty on a different shift.

2. The parties mutually agree that there has been a past practice of adjusting work schedules for the needs of the service. The parties further agree that the meaning of this section was designed to prevent an officer, who was on duty, from being told to go home and report to a different shift at a later time for the purpose of avoiding overtime. The parties hereby mutually agree that the City of Lawton, by and through the Chief of Police or his/her designee, to meet the needs of the service, may assign an officer to temporary duty on another regular shift or special shift. The temporary duties for which an officer may be assigned to another regular shift or special shift are:

a. Promotional and Hiring Review/Interview Boards. An officer may be required to attend a Review Board for the purpose of selecting eligible persons for promotion and hiring in order to afford those considered for selection an equitable opportunity for fairness.

b. In-Service Training Schools. An officer may be required to attend a service-oriented training school which has been determined to be necessary for the officer's professional development.

c. Exceptional Circumstances. An officer may be required to perform special assignments to provide police related activity at times when the circumstances dictate a need for additional or special manpower at a given time.

3. The assignment of an officer to any of the above listed temporary duties on another regular shift or special shift may be made upon giving notice of the change at least sixteen (16) duty hours prior to the beginning of the officer's regular assigned shift. The parties further agree that the purpose of this provision is to provide flexibility to the department to better meet the needs of the community and the recruitment, hiring and education of police officers.

4. The parties further agree that this section shall not be used to reduce or decrease overtime already earned by an officer, but may be used in accordance with these terms to reduce the City's exposure to future overtime resulting from an officer's performance of the special duties listed within this section.

B. Accrual. An officer who works in excess of one hundred sixty (160) hours during his/her normal work period shall be eligible for overtime.

1. An officer's overtime shall be computed to the quarter hour or fifteen minute increment.

2. An officer's overtime will not be considered unless it is authorized by a supervisor, prior to its occurrence.

3. An officer who is ordered to duty on callback overtime shall receive a minimum of two (2) hours overtime credit. If the overtime worked is merely an extension of the officer's duty day, then the officer will receive overtime credit for the actual time worked rounded to the nearest quarter hour. An officer on call back overtime may be assigned to perform any official police duties which the officer is qualified to perform.

4. An officer may elect to take either compensatory time off credit or overtime pay.

5. In the event an officer is subpoenaed for the purpose of testifying at a session of court in the furtherance of his duties as an officer of the Lawton Police Department, the officer shall accrue, as a minimum, two (2) hours of time or the actual time in attendance at the judicial proceedings which ever is greater. Unless the officer's accrual of time during the 28 day work period exceeds 160 hours the time provided in this subsection shall be paid as straight time as provided in section 8.1 hereof.

C. Compensatory Time Off Credit.

1. A non-exempt officer's compensatory time off credit shall be computed at one and one-half (1-1/2) times the overtime the officer worked.

2. A non-exempt officer shall be allowed to accrue up to a maximum compensatory time off credit of two hundred (200) hours.

3. An officer will have the option of cashing out compensatory time under the following provisions:

a. An officer must have over one hundred (100) hours of accrued compensatory time.

b. An officer shall be allowed to cash out up to 40 hours; however, the accrued rate cannot be cashed out below one hundred (100) hours.

c. The cash-out option shall be paid by the City on the first non-payday Friday in January, April, July, and October. A written request for the cash-out option shall be made at least two (2) weeks prior to the pay out date.

4. An officer shall only be allowed to exchange the compensatory time off credit for pay at their current hourly rate upon termination, resignation, death, or retirement. An officer promoted to an exempt position as defined in this agreement shall comply with the provisions of Section 17-153 B of the Lawton City Code or as it may hereafter be amended by the City Council.

5. An officer's request to take compensatory time off shall be subject to approval of the Chief of Police or his/her designee.

D. Rate of Pay for Overtime. An officer's overtime pay shall be computed at one and one-half (1-1/2) times the officer's hourly rate of pay, and shall be paid in the first pay period following the end of the work period.

8.4 Historic Longevity Pay.

A. Historic Longevity Pay shall be an incentive program to pay eligible officers for continuous service with any department of the City.

B. Eligibility. An officer hired prior to July 1, 2004 shall commence accruing historic longevity pay benefit upon completion of forty-eight (48) months of continuous service with the City. An officer hired on or after July 1, 2004 shall not be eligible for the historic longevity pay benefit, regardless of the officer's length of continuous service with the City.

C. Maximum. An eligible officer shall accrue historic longevity pay benefit on a maximum of twenty-one (21) years of continuous service with the City.

D. Amount. An eligible officer's bi-weekly historic longevity pay benefit shall be determined by multiplying the officer's annual length of service by $5.61 as set out in Addendum C.

E. Payment. An eligible officer's historic longevity pay shall be paid, by separate check, no later than the first non-pay day Friday in June.

8.5 Educational Assistance.

A. The City Manager is authorized to establish an educational incentive program to financially assist commissioned officers with educational opportunities.

B. Eligibility

1. The recipient must be a commissioned officer non-probationary employee.

2. Upon application to receive educational assistance, the officer's last performance evaluation must reflect an overall rating of standard or better.

3. The officer must receive a letter grade of "B" or above in college or university undergraduate courses, a grade of "B" or above in eligible graduate courses, or a certificate of satisfactory completion of a vocational education course. No reimbursement will be made for doctorate courses or programs beyond the Master's degree level.

4. Officers must research, apply for, and accept, if offered any state and/or federal financial assistance available such as scholarships, grants, Veterans Administration benefits, Bureau of Indian Affairs benefits and other similar programs with the exception of government loans.

C. Application and Processing

1. Eligible officers wishing to participate in the Educational Incentive Program must complete an application form for educational assistance for each course and forward the completed form to the Human Resources Department. The Chief of Police must sign and recommend approval for each request for educational assistance before the Human Resources Director shall consider the application.

2. Each application for educational assistance must be made two (2) weeks prior to the start of class. The following documents must be submitted with the application:

a. Student Aid Report (SAR) for current calendar year.

b. Financial Assistance Award Statement or other offer of proof from the academic institution that the student shall be attending that states the amount of education assistance received for each course.

c. Failure to provide a current SAR and Financial Assistance Award Statement or an acceptable offer of proof to the Human Resources Department shall disqualify the officer from receiving the educational incentive benefit from the City.

3. The Human Resources Department is responsible for processing applications and reimbursements.

4. After satisfactory completion of the course and submission of required documentation, the City will reimburse the officer at the established percentage. The officer shall submit documentation no later than thirty (30) days following the completion of the course as follows: certificate of satisfactory completion of the course for pass/fail courses or an official transcript from the institution which indicates the actual grade received; and all receipts for tuition from the institution.

5. All applications for assistance will be processed on a first-come first-served basis. Once the amount budgeted for educational assistance is exhausted, educational assistance will be unavailable for the remainder of the fiscal year.

D. Eligible Educational Expenses

Unless otherwise prohibited by another provision of this Section [i.e. CBA Section 8.5], each eligible officer who completes the course in accordance with the criteria specified in Sub-paragraph 3 of Paragraph B of CBA Section 8.5 shall be reimbursed an amount equal to sixty percent (60%) of the tuition cost after the application of financial aid for a grade of "B" or shall be reimbursed an amount equal to seventy-five (75%) of the tuition cost after the application of financial aid for a grade of "A". The reimbursement at either percentage rate is limited to a maximum amount based on the average of college credit hour costs as follows:

1. College credit hour average costs based on Oklahoma University, Cameron University, and Oklahoma State University plus ten percent (10%) per the following criteria:

a. Undergraduate and lower courses: Average credit hour amount based on a BS in Management from the three (3) referenced colleges.

b. Eligible graduate courses: Average credit hour amount based on a BS in Management from the three (3) referenced colleges.

c. In no event shall the amount reimbursed for a class exceed the actual cost for that class.

E. Criteria for Job Related Courses

1. A course must be directly related to the officer's current job assignment or a position that the officer could reasonably be expected to qualify for in the next three (3) to five (5) years. The Human Resources Director shall determine if a course is job related based on information provided by the applicant, Chief of Police and independent research results.

2. General education courses in fulfillment of a job related degree program may be eligible provided the officer has submitted an outline to the Human Resources Department of courses required and courses to be taken to satisfy the degree requirement. The Human Resources Director must approve the outline/course curriculum.

3. Eligible officers may be reimbursed for a maximum of twelve (12) college credit hours, or equivalent, per contract year; one (1) vocational-technical course per trimester; or a combination of six (6) college hours and two (2) vocational-technical course per contract year.

4. Distance learning, online and correspondence courses are eligible for the education incentive program provided that funds are available and they meet the eligibility criteria for a job related course. The rate of reimbursement for these types of courses shall be based upon Paragraph D rates figured for undergraduate courses.

F. Repayment due to separation from city employment. Any officer who receives educational assistance from the city after July 1, 2016 shall be required to maintain employment with the city for a minimum of three (3) years following receipt of assistance. An officer who voluntarily leaves city employment within three (3) years of receiving educational assistance shall be required to reimburse the city for all educational assistance received.

G. Program Monitoring

The Human Resources Director shall monitor assistance to officers under the program and shall forward an annual report to the City Manager by January 15 of each year. A copy of the report shall be furnished to the Police Chief.

8.6 Working Out Of Classification.

A. Effective July 1, 2016 working out of classification pay shall cease. The need from time to time for a member to work out of class in a higher classification shall be considered a job requirement for which no additional compensation beyond one's regular wages will be provided.

B. When the need for working out of class is determined to be necessary by the Chief of Police or his/her designee, such working out of class assignments will be assigned to qualified officers of the appropriate rank [e.g. police officer (with sergeant designation) moving up to lieutenant, lieutenant moving up to captain, etc.)] from within the affected division by first selecting available on-duty officers from the current promotional list. If this does not satisfy the working out of class need, seniority by rank of those on-duty officers from within the affected division shall be the primary guideline used. However, the Police Chief, or his/her designee, maintains the right to deviate from these parameters when needed for a justifiable management reason and/or for the good of the service. The determination to deviate for a justifiable management reason and/or for the good of the service shall be applied as determined by the Chief of Police or his/her designee. In the event of a deviation, the affected officer [i.e. the officer being denied the opportunity to work out of class] may make a request within twenty-four hours to the supervisor making the deviation for an explanation for the deviation. The

supervisor making the deviation shall state in writing his/her reasons for departure from the above-referenced parameters. A copy of the supervisor's reasons shall be forwarded to the affected officer and the Chief of Police within seven (7) calendar days of the questioned assignment.

8.7 Leave Conversions.

A. An officer shall be allowed to convert his/her annual Holiday Pay and their regular Sick Leave Pay from annualized payments to bi-weekly wages after an officer completes sixteen (16) years of continuous service with the Lawton Police Department. An officer who exercises this option shall be allowed to change from bi-weekly to annualized payments. The option must be exercised in writing on a form provided by the Chief of Police and submitted to the City on a Personnel Action Form.

B. In addition to other requirements, the City and the Union agree than an officer must have a minimum of two hundred eighty-eight (288) regular sick leave hours to be eligible to make this conversion.

8.8 Canine Officers.

A. Any officer who meets the qualifications and conditions of the "Application for Police Dog Handler's Position" may apply for the dog handler position.

B. The selection of the canine officer will be from among those who have applied for said position, without regard to seniority. The selection shall be made by the Chief of Police from among the officers who applied.

C. Canine Officers will be assigned by the Chief primarily to the evening or midnight shift.

D. All rights, privileges, benefits and other terms and conditions or employment guaranteed by this Agreement will continue in full force and effect with respect to the canine officers and any other members of the Bargaining Unit, except as specifically provided herein.

E. Seniority, Section 4.7 of the Agreement, will apply between the canine officers with regard to their scheduled days off on the available shift and shall also apply between the canine officers with respect to scheduling vacation leave.

F. Section 4.7 of this Agreement shall control in determining which Canine officer shall be assigned to another shift and to which shift. This section does not apply and shall not be used to remove an assigned canine officer from his/her assigned shift.

G. Each canine officer will be released from his/her regular work assignment for a period of 40 minutes for each shift. The 40-minute release from regular assignments is to provide time, to include off duty days, weekends and holidays for necessary care, grooming and maintenance of the animals in performance of police duties. The 40 minutes off per shift worked from regular assignments contemplates all time needed and used by said officers for the care, grooming and maintenance of the animals including time used on days said officers are not assigned to work. If said time is not sufficient to provide the necessary care for said animals, the officer shall notify his/her supervisor. Overtime as defined in Section 8.1 of this Agreement must be authorized in advance by the supervisor except in emergency situations.

8.9 Promotional Policy.

Promotional Policy will be set forth in Administrative Policy 11-1 and will state that any and all modifications to said promotional policy will be reviewed by a committee of four (4) consisting of equal representation from the Union and the City. Either the City or the Union may initiate modification of the promotional policy with reasonable notice given to the Union President and/or the City Manager as the case may be. All recommendations will be forwarded to the City Manager and his/her determination will be final.

8.10 Sergeant Incentive Program

Prerequisites: To participate in the Sergeant incentive program an officer must have completed a total of three (3) years of continuous service prior to the testing and shall have four (4) years of continuous service prior to the designation. An officer must have received a standard or higher annual evaluation for the year preceding his/her designation. An officer must not have received any disciplinary action greater than a written reprimand during the twelve months prior to the Sergeant designation.

Testing: The City shall administer a Sergeant examination between January 1st and January 31st of each year. The examination shall consist of an oral examination, and a written examination. The City shall notify all officers who are eligible to participate in the examination of the date, times, and location of all phases of the examination. The oral examination shall be administered prior to the written examination.

Oral Examination: The oral examination shall be administered by the Personnel Director or his designee. The oral examination board shall be composed of one (1) Captain and one (1) Lieutenant, both appointed by the Chief of Police, and three (3) Sergeants; who shall be selected by random drawing by the Chief of Police or his designee. The Sergeants must have three (3) or more years of service as a Sergeant. The Captain shall serve as the chairman of the board. The board shall rate each participant on work experience, educational experience, and interview performance on a scale of 0-100 utilizing the oral examination appraisal worksheet (Form AS-209). The participants highest and lowest score will be discarded. The participants rating will be the average of the remaining three (3) scores rounded to the nearest point. The interview questions may include, but will not be limited to departmental policies, procedures, directives, rules, regulations, legal matters, human relations, and supervision. The Personnel Director or his designee shall notify each participant of his oral interview score immediately following the participant's oral interview. An officer's oral examination score will be good for a period of two years from the date the oral examination is graded; i.e. it will be good for two consecutive testing cycles.

Written Examination: A written examination will be conducted annually for designation to Sergeant. The test will be prepared by the Chief of Police or his designee. The test will consist of 50 questions taken from a provided study guide. The Chief of Police or his designee will prepare a study guide consisting of questions from departmental policy and procedures; rules and regulations; Oklahoma State Statutes Title 21, Title 22, Title 47 and Title 63; Lawton City Code Sections 16 and 23. The study guide will have no more than 400 questions. The study guide will be provided to the officers eligible to test by November 1st of the year prior to the test year. Each test will be administered by the Personnel Director or his designee. The written examination shall be graded by the Personnel Director or his designee, who shall determine an officer's written examination score based on a grading system from 0-100. An officer's written

examination score will be good for a period of two years from the date the written examination is graded; i.e. it will be good for two consecutive testing cycles.

Designation: An officer who achieves a composite score of eighty-five (85) or higher, and who meets the prerequisites, shall be designated a Sergeant and immediately placed in the appropriate pay grade. The Sergeant designation will be noted only on the officer's name tag. Neither shoulder stripes nor collar insignia will be used.

8.11 Designation as Detective/Investigator.

The Chief of Police shall have the authority to appoint members of the service as (1) detective/investigator or (2) supervisor over a division of detectives/investigators. The individuals so designated must hold the designation of Sergeant or the rank of Lieutenant or Captain. It is not intended that an assignment as detective/investigator or supervisor over a division of detectives/investigators be a permanent placement within the Department. The Chief of Police may assign officers to this status for a period to be determined by the Chief of Police.

8.12 Holiday Pay.

A. Officers shall be paid by separate check on the first non-pay day Friday in May Holiday Leave pay equal to eighty-eight hours (88) at the officer's hourly rate of pay. Hourly rate of pay is, for the purposes of this sub-section, the hourly rate shown on Addendum A, Salary Schedule for the officer's grade and step including Sergeant incentive and/or Detective incentive if appropriate and other pay if appropriate and required by law.

B. Officers hired after the beginning of the City's fiscal year shall have their Holiday Pay pro rated for the remainder of the holiday pay period based on the number of the regular pay periods remaining in the holiday pay cycle. Payment of the pro rated amount shall be made in accordance with the terms of this Agreement.

C. Officers leaving the service of the City prior to the close of the holiday pay period shall have their Holiday Pay pro rated for the number of pay periods that have occurred since the beginning of the City's fiscal year. Payment of the appropriate amount shall be made at the time that all other payments are made to the officer on termination of service with the City.

D. Officers who have elected to participate in the Section 8.7 "Leave Conversion" program shall not receive the "Holiday Leave Pay" provided in Section "A" hereof. Instead, the "converted" officer shall receive a "Holiday Leave Check" in an amount representing eight (8) hours of pay at the officer's hourly rate of pay. The provisions of subsections "B" and "C" of this section shall apply to the eight (8) hours of holiday pay provided herein.

8.13 Shift Pay Differential.

A. The provisions for Shift Differential Pay of the Lawton City Code Section 17-138 or as may hereafter be amended by the Lawton City Council are incorporated herein as if set out in full subject to the following provisions:

1. Only full-time officers qualify;

2. Unscheduled overtime hours do not count on credit to qualify for night work pay differential;

3. Departmental training shall be credited as qualifying for night shift differential pay for those officers regularly scheduled to work on a qualifying shift but do not do so because of the departmental training; and

4. Officers assigned to Community Oriented Policing (COP) program shall receive night shift differential pay for only those days during a pay period when the officer meets hours of duty requirement of this provision. There shall be no other separate entitlement for night shift differential pay.

B. In no event shall the provisions of this section apply to officers working during the period as set out in sub-section A of this section of the Lawton City Code in an overtime capacity. For example an officer who is not otherwise qualified who is held over or is called back to duty during the defined period is not eligible for night work pay differential.

8.14 Deferred Compensation

Members of the Union shall be afforded the option of making contributions into a deferred compensation program governed by Internal Revenue Code 457. The option to make said contribution shall be limited to one of the following plans: (1) the 457 plan offered through ICMA, (2) the Nationwide Frontline 457 Plan, or (3) any other 457 plan the City – at its sole

option – chooses to make available. Bargaining unit members choosing to participate will be allowed to make contributions to **one** of the above-referenced plans and will be entitled to transfer 457 plan assets to the plan of choice, if necessary.

8.15 Field Training Officer Assignment & Pay

A. An officer assigned as a field training officer, (FTO), shall receive an incentive of a ten percent (10%) increase in base pay based on that officer's current grade and step while performing field training operations during that period of time that he/she has a probationary officer assigned to ride with him/her on patrol.

B. The selection of officers to serve as field training officers shall be made by the Chief of Police or the Chief's designee. The training division supervisor will be responsible for assigning recruits(s) to the FTOs and overseeing the recruit's overall field training. An officer assigned to be a field training officer should not consider the assignment permanent. Individuals serving as field training officers do so at the pleasure of the Chief of Police and may be relieved from being a field training officer at any time by the Chief of Police.

C. An officer selected to serve as a FTO shall meet the following minimum requirements:

1. Complete the designated FTO training as established by the Chief of Police or his designee.
2. An officer shall only be assigned as a recruit's primary FTO if it is known that they will be available to complete the final phase of field training.

8.16 Public Safety Sales Tax Incentive Pay

No Section 8.16 Public Safety Sales Tax Incentive shall be paid during FY-20-21. However, the parties agree to a one-time reopener provision for the last quarter of FY-20-21 to discuss the possibility of a public safety sales tax bonus in FY-20-21 if it appears by then sufficient public safety sales tax (PSST) funds will be available for the incentive. Any such incentive/bonus that may be agreed upon shall be paid from the available funds generated from the public safety sales tax, subject to the annual $2,684,000.00 spending limitation set forth in both City Code

Section 10-18-1804(A)(1)(b) and paragraph (A)(1)(b) of Resolution 20-28. The terms for the reopener will be as follows:

a. The Local will have to request in writing to reopen this issue by April 1, 2021.

b. Upon receipt of such a request from the Local, the City will make a determination as to whether there is sufficient remaining non-otherwise earmarked public safety sales tax funds available for a one-time PSST early signing bonus and/or incentive for police.

c. In the event such public safety sales tax funds are determined to be available, the parties will enter into negotiations as to how much, if any of these funds should be allocated to police bargaining unit members as a one-time incentive/early signing bonus for police in FY-20-21, and if so, bargain to determine which members are eligible.

d. Any such bonus that may be agreed to by the parties shall require the execution of an MOU. The MOU will include a provision providing for the payment of any such bonus on or before June 30, 2021.

ARTICLE 9 -- INSURANCE

9.1 Officer and Dependents Group Insurance.

A. Coverage. The City agrees to provide the officers, and the officers' dependents, with a group health insurance plan that has benefit coverage in effect as of July 1, 2020 with the following conditions and exceptions:

B. Premiums.

1. Members of the bargaining unit shall have the option of enrolling in the City's group health insurance plan or said members may elect not to participate in the City's group health insurance plan. The City shall offer its main health plan [i.e. core plan], and may at its discretion offer additional plans pursuant to Section 9.4.

2. Police employees covered by this Collective Bargaining Agreement who elect to participate in the City's core group health care plan will be responsible for the following semi-monthly share (24 pay periods) of health care premiums:

Employee Only:	$ 65.07
Employee & Child(ren):	$ 259.22
Employee & Spouse:	$ 272.85
Employee & Family:	$ 287.37

It is understood that the premiums charged for other health plans the City may choose to offer under Section 9.4 will in all likelihood be different than the premiums set forth above. Officers selecting one of these other health plans should expect to pay a different premium than those premiums set forth above.

The City shall contribute to the core group health plan on a semi-monthly (24 pay periods) basis the following health care premiums if the employee elects to participate in the City's group health care plan:

Employee Only:	$ 255.24
Employee & Child(ren):	$ 445.45
Employee & Spouse:	$ 463.84
Employee & Family:	$ 481.35

9.2 Officer Accidental Death Benefits.

A. Estate-Lump Sum Payment. The City agrees to provide the officers with an accidental death benefit in the amount of seventy-five thousand dollars ($75,000.00), which shall be payable to the officer's estate in the event an officer is killed while in the performance of official duties, or dies later as a result of injuries incurred while in the performance of official duties. The City agrees that the accidental death benefit shall be paid in addition to any and all benefits the officer's estate is qualified and entitled to receive. Note: The City may reduce the lump-sum accidental death benefit referenced in Section 9.2 from $75,000.00 to $50,000.00 for FY-20-21. The Local agrees not to object to this reduction, if the City chooses to implement it. The City would only implement this provision if it were to reduce the general employee death benefit to $50,000.00 or less for FY-20-21.

B. Spouse-Group Health Insurance. The City agrees to allow the spouse of an officer who is killed in the performance of official duties, or dies later as a result of injuries incurred in the performance of official duties, to continue WITHOUT INTERRUPTION, the City Group Health Insurance Plan on the spouse and any qualified dependent children or children subsequently born as a result of the marriage; said cost shall be born by the City for a period not to exceed forty-eight (48) months or the spouses' remarriage, whichever occurs sooner. The spouse may extend the coverage under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 as amended, at 100% of the actual premium cost to the City. Upon the date of the spouse's remarriage, all insurance coverage will cease on the spouse and dependent children.

9.3 Additional Modifications to Core Health Plan.

The following benefit modifications have been made to the core health plan. The Local agrees to be bound by these modifications. Specifically, these additional modifications are listed below:

1. Effective 11:59 pm on June 30, 2016, dental insurance will become an optional benefit similar to vision coverage. Specifically, dental will be separate from the City's health fund.

2. Modify benefits to the core health plan as set forth in Option 1 on the attached benefit summary.

9.4 Additional Health Plans

Effective July 1, 2020, the City's core health plan shall be known as the PPO 1500 plan. In addition to the above-referenced health plan [a/k/a "the PPO 1500/core health plan"], the City shall have the right to offer additional health plans at its discretion. The benefits provided and the cost of any additional health plan offered shall be determined by the City. The City shall retain the right to modify and/or terminate at any time and for any reason any of the additional health plans that it chooses to offer. In the event the City modifies and/or terminates any of the additional health plans, officers shall have the ability to switch to one of the other additional health plans or to the core plan.

City of Lawton Medical Insurance Benefits Summary

	Option 1 (Core Plan) PPO 1500		Option 2 (Section 9.4 Non-Core Plan) PPO 4000		Option 3 (Section 9.4 Non-Core Plan) HDHP/HSA	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Calendar Year Deductible						
Individual	$1,500	$3,000	$4,000	$8,000	$5,000	$5,000
Family	$3,000	$6,000	$8,000	$16,000	$10,000	$10,000
Calendar Year Out of Pocket Maximum (Includes Deductible)						
Individual	$6,000	$9,000	$8,000	$16,000	$6,000	$10,000
Family	$12,000	$18,000	$16,000	$32,000	$12,000	$20,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited		Unlimited	
	You Pay		**You Pay**		**You Pay**	
Coinsurance / Copays						
Preventive Care	$0	$0	$0	$0	$0	$0
Office Visit	$25	Ded + 50%	$25	Ded + 50%	Deductible then 100%	Ded + 30%
Virtual Visit	$0	$0	$0	$0	Deductible then 100%	Ded + 30%
Specialist*	$50	Ded + 50%	$50	Ded + 50%	Deductible then 100%	Ded + 30%
Major Diagnostic & Imagining	Ded + 20%	Ded + 50%	Ded + 20%	Ded + 50%	Deductible then 100%	Ded + 30%
Urgent Care	$50	Ded + 50%	$50	Ded + 50%	Deductible then 100%	Ded + 30%
Emergency Room	$150 + Ded + 20%	$150 + Ded + 20%	$150 + Ded + 20%	$150 + Ded + 20%	Deductible then 100%	Deductible then 100%
Inpatient Hospital Care	Ded + 20%	Ded + 50%	Ded + 20%	Ded + 50%	Deductible then 100%	Ded + 30%
Outpatient Surgery	Ded + 20%	Ded + 50%	Ded + 20%	Ded + 50%	Deductible then 100%	Ded + 30%
Pharmacy -Medical Deductible applies then:						
Preferred Generic	$10	$10	$10	$10	$10	$10
Non-Preferred Generic	$10	$10	$10	$10	$10	$10
Preferred Brand	$25 or 25%	$25 or 25%	$25 or 25%	$25 or 25%	$35	$35
Non-Preferred Brand	$50 or 35%	$50 or 35%	$50 or 35%	$50 or 35%	$60	$60
Preferred Specialty	$100 or 40%	$100 or 40%	$100 or 40%	$100 or 40%	N/A	N/A

Non-Preferred Specialty	$100 or 40%	$100 or 40%	$100 or 40%	$100 or 40%	N/A	N/A
Insurance Rates (Semi-Monthly and Monthly Rates Shown)						
	Employee Pays	City Pays	Employee Pays	City Pays	Employee Pays	City Pays
EO Semi-Monthly	$65.07	$255.24	$54.08	$236.86	$29.96	$231.95
EO Monthly	$130.14	$510.47	$108.16	$473.72	$59.91	$463.89
ES Semi-Monthly	$272.85	463.84	$235.80	$433.36	$177.78	$424.59
ES Monthly	$545.71	$927.68	$471.61	$866.71	$355.57	$849.18
EC Semi-Monthly	$259.22	$445.45	$223.93	$416.13	$165.28	$410.91
EC Monthly	$518.43	$890.90	$447.86	$832.26	$330.56	$821.81
EF Semi-Monthly	$287.37	$481.35	$250.72	$447.53	$187.89	$440.69
EF Monthly	$574.75	$962.70	$501.45	$895.05	$375.77	$881.37

ARTICLE 10 (RESERVED)

ARTICLE 11 -- POLICE PENSION AND RETIREMENT SYSTEM

11.1 Participation.

The City, in accordance with the provisions of the "Police Pension and Retirement System Act," Title 11 Oklahoma Statutes Section 50-101 et seq., agrees to participate in the Police Pension and Retirement System of the City of Lawton, Oklahoma.

11.2 Board of Trustees.

A. An on-duty officer, who is elected to the Board of Trustees of the Police Pension and Retirement System, shall be allowed time off, without loss of pay, to attend scheduled meetings of the Board of Trustees.

B. An off-duty officer, who is elected to the Board of Trustees of the Police Pension and Retirement System, shall not be allowed compensatory time off equivalent to the actual time spent in attending scheduled meetings of the Board of Trustees.

C. An officer, who is elected to the Board of Trustees of the Police Pension and Retirement System, shall not be entitled to extra pay for attending scheduled meetings of the Board of Trustees.

11.3 City Contributions.

The City agrees to contribute to the State Police Pension and Retirement System at the statutory rate for each officer's salary paid by the City.

11.4 Officer Contributions.

A. Each officer agrees to contribute to the State Police Pension and Retirement System from his/her salary from the City a sum at the statutory rate for each officer's salary paid by the City.

B. The City agrees to withhold the officer's contribution from the officer's compensation.

11.5 Payment.

The City agrees to remit both its contribution and the officer's contribution to the State Police Pension and Retirement System.

ARTICLE 12 -- RETIRED OFFICERS

12.1 Retention.

The City agrees to allow an officer, upon retirement, to retain the City of Lawton, Oklahoma, Police Identification Card, which shall designate that the officer is retired.

12.2 Status of Retired Officer.

The City agrees that a retired police officer, upon retirement approved by the State Police Pension Board, and actual leaving of service with the Police Department of the City, in good standing has the right to retain his/her City of Lawton, Oklahoma police shirt badge, collar insignia, name tag and tie bar, and his/her service weapon, pursuant to statutory requirements as provided for in Oklahoma Statutes, Title 11, Section 50-125, as amended in 1991. The officer may only retain the service weapon if said officer has no physical or mental disability that would prevent the proper handling of the sidearm. In consideration of the foregoing, retired officers will be available at the convenience of the City for recall in the case of an emergency or other assistance that may be provided by such retired officer.

12.3 Group Health Insurance.

A. Retired Officer. The City agrees to allow an officer, upon retirement, to continue, WITHOUT INTERRUPTION, the City group health insurance plan on the officer and the officer's dependents at 100% of the actual premium cost to the City payable by the retired officer.

B. Retired Deceased Officer's Spouse. The City agrees to allow the spouse of a retired officer, who dies, to continue, WITHOUT INTERRUPTION, the City group health insurance plan on the spouse and any qualified dependent children, at 100% of the actual cost to the City payable by the deceased officer's spouse. Upon the date of the spouse's remarriage, all insurance coverage will cease on the spouse and dependent children.

C. Premiums. The City shall assist the retired officer or the deceased officer's spouse in causing a sum to be withheld from a retired officer's, or a deceased officer's spouse's monthly pension paid by the State of Oklahoma Police Pension and Retirement System, the monthly group health insurance premium charge, provided the retired officer or spouse elects to continue this coverage at their own expense. If the State of Oklahoma fails or refuses to withhold and remit said sum to the City then in that event the retired officer or the deceased officer's spouse shall be responsible for paying the appropriate sum to the City in a timely manner to maintain the group health insurance in force without interruption.

ARTICLE 13 -- STEWARDS

13.1 Designation.

The City shall permit the Union to designate one steward and one alternate steward per shift. The Union shall notify the Chief of Police in writing of the designation of the steward(s) and alternate(s) and any changes in said designation within seven (7) days of said designation or change.

13.2 Authority.

A steward's authority shall be limited to the following, none of which shall be done while on duty without prior approval of the Chief or his/her designated representative:

A. The investigation and presentation of grievances, and participating in grievance steps.

B. The collection of authorized dues and assessments.

C. The transmission of routine messages and information, none of which shall include work stoppages, slow downs, refusal to perform service or other interference with the City's business.

ARTICLE 14 -- INTERPRETATION AND CONSTRUCTION

14.1 Basic Agreement.

A. The City and the Union agree that this document and all rules, regulations, fiscal procedures, working conditions and departmental procedures of the police department currently in effect on the effective date of this Agreement, sets forth the basic Agreement between the parties.

B. The City and the Union agree that during negotiations, each party had the right to make proposals with respect to all negotiable matters.

C. The City and the Union agree that neither party will require the other party to engage in further collective bargaining, unless expressly required elsewhere in this Agreement. Otherwise this Agreement shall be binding on the parties, and successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be modified, altered or changed in any respect except by mutual Agreement of the parties in writing.

14.2 Validity.

The City and the Union agree that, in the event any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

14.3 Renewal.

The City and the Union agree that, in the event either party desires to enter into an Agreement to succeed this Agreement, it shall give written notice, by February 23 of the next calendar year, to the other party of its intent to collectively bargain in regard to wages, benefits, hours and any other terms, provisions, and conditions of employment, or any other matter requiring appropriation of monies by the City.

14.4 Performance.

The failure of either the City or the Union (or its members) to insist upon the performance of a specific section or provision of this Agreement shall not constitute a waiver or

relinquishment of the right to demand or require future performance in any subsequent or future proceeding.

14.5 Personnel Policy.

Unless specifically modified herein the provisions of Chapter 17, Personnel Policy and Procedures of the Lawton City Code including a regulation or policies issued pursuant thereto as they exist on the adoption of this Agreement or as they may hereafter be amended from time to time exclusively by the City Council of the City of Lawton are incorporated herein as if set out in full in this Agreement. It is understood, however, that this Agreement by its specific term supersedes any and all provisions of Chapter 17 of the Lawton City Code that are or shall become in conflict with this Agreement.

14.6 Tobacco & Vapor Free Ordinance.

The Local agrees to abide by all provisions of City Ordinance 14-31.

14.7 Body Art / Tattoos

As part of the adoption of the FY-17-18 agreement, Local 24 agrees to dismiss with prejudice the grievance filed on or around February 28, 2017 regarding the LPD Tattoo Policy introduced to new recruits on or around January 30, 2017. The Local agrees to be bound by this policy.

14.8 Data Processing Equipment, Software and the Internet.

At no time shall the use of the data processing system belonging to the City be used by the union for the sole purpose of conducting union business. This includes, but is not limited to use of the computer equipment, software and Internet service. This provision does not apply when communicating with city officials about matters of mutual interest.

14.9 Notification.

The City and the Union agree that official notification, as required by any portion of this Agreement, shall be in writing and shall be deemed sufficient if sent by certified mail to the last address provided by the Union's president to the City in writing.

Lawton Police Officers Assoc.
IUPA, AFL-CIO Local 24
c/o Clay Houseman
PO Box 565
Lawton, OK 73502

City Manager
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

14.10 Effective Date.

The term of this agreement shall be for one year from July 1, 2020 through June 30, 2021.

ARTICLE 15 - DEFINITIONS.

The following terms have the meaning hereinafter set out:

Conditions of Employment. Means those issues defined in 11 O. S. § 51-102 (5) not specifically reserved to the City in Article 2 of this Agreement.

Officer. Unless otherwise specified in a specific section herein the term Officer means patrol officers, traffic officers, lake officers, canine officers, detectives, lieutenants, captains and deputy chiefs without regards to a division of assignment.

Immediate Family for Bereavement Leave/Sick Leave. An officer's immediate family shall include the officer's spouse, children, stepchildren, mother, stepmother, mother-in-law, father, stepfather, father-in-law, sister, sister-in-law, brother, brother-in-law, grandmother, grandfather, spouse's grandmother and grandfather, or a guardian who raised the officer in the guardian's home.

Family Leave. As defined by the Lawton City Code Section 17-166.

Probationary Officer. Means an officer of the Lawton Police department for the period of one (1) year from the date of hire when the officer is CLEET certified at the time of hire or an officer of the Lawton Police department for the period from the date of CLEET certification up to one (1) year from the date of hire and up to an additional ninety (90) days from the one (1) year anniversary date of hire if extended by the Chief of Police pursuant to Article 1.1.

Recruit. Means an officer of the Lawton Police Department from the date of hire through and including the date of certification as a peace officer by CLEET

Strike. For the purpose of this agreement, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing in this Agreement shall be construed to limit, impair or affect the right of any employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

Supervisor. For the purpose of this Agreement, "supervisor" shall mean all lieutenants, captains and deputy chiefs. The term shall also include the assistant police chief and the chief of police. Note: pursuant to the Oklahoma Fire and Police Arbitration Act and Section 1.1 of this agreement the assistant police chief and the police chief are excluded from the bargaining unit;

their reference is this section is solely to clarify that they are supervisors within the police department's chain of command.

Work Day. For the purposes of this agreement, "work day" shall mean:

A. For employees whose normal work period is eight (8) hours the "work day" is defined as eight (8) hours.

B. For employees whose normal work period is ten (10) hours the "work day" is defined as ten (10) hours.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 26th day of ~~March~~ May, 2020.

CITY OF LAWTON, OKLAHOMA,

BY: _____
STANLEY BOOKER, MAYOR

ATTEST:

_____
TRACI HUSHBECK, CITY CLERK

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, LOCAL 24

BY: _____
PRESIDENT

ATTEST:

_____
SECRETARY/TREASURER

Approved as to form and legality this 26th day of ~~March~~ May, 2020.

_____
Timothy Wilson
ACTING CITY ATTORNEY

2020-2021 Bargaining Members

For the City:	For the Union:
Tim Wilson	Michael Porter
Bart Hadley	JR Helms
James Apple	Clay Houseman
Will Hines	Brian Shotts
Dewayne Burk	Doug Vernier
	Anthony Edwards

ADDENDUM A

Section 1. The Police Department shall have the following non-exempt positions within the Department.

A. Police Officer/Sergeant

B. Lieutenant/First Level Supervisor

C. Captain/Second Level Supervisor

D. Deputy Chief/Third Level Supervisor

Section 2. All officers after completion of four (4) years service without a disciplinary action greater than a written warning in the preceding twelve (12) months who successfully complete the Sergeant examination and oral review board will be designated Sergeant with all pay and benefits attendant to that designation.

Section 3. No officer shall be assigned the work of investigator/detective unless such officer has the designation of a Sergeant or is in the rank of Lieutenant or Captain. A police officer assigned as an investigator/detective shall receive an additional five percent (5%) incentive pay based on that police officer's appropriate grade and step as a police officer. If a Lieutenant or a Captain is assigned as an investigator/detective, the Lieutenant or Captain shall receive an incentive pay of five percent (5%) based on the appropriate grade and step as a Lieutenant or Captain, but in no event shall the incentive pay for investigator/detective exceed five percent (5%).

Salary Grades

Police Officer	Grade 08	Salary Schedule
Sergeant	Grade 12	Salary Schedule
Lieutenant/1st Level Supervisor	Grade 18	Salary Schedule
Captain/2nd Level Supervisor	Grade 23	Salary Schedule
Deputy Chief/3rd Level Supervisor	Grade 27	Salary Schedule

For officers exercising conversion (Section 8.7) privileges:

Police Officer	Grade 11	Salary Schedule
Sergeant	Grade 15	Salary Schedule
Lieutenant/1st Level Supervisor	Grade 21	Salary Schedule
Captain/2nd Level Supervisor	Grade 26	Salary Schedule
Deputy Chief/3rd Level Supervisor	Grade 30	Salary Schedule

Section 4. This Section shall apply to all the subgroups listed in this section.

There shall be created within the Lawton Police Department the designation of Recruit. The officer shall be considered a Recruit until such time that the officer completes the basic police training course and is certified by the Oklahoma Council for Law Enforcement, Education and Training (CLEET). While such officer is in the status of Recruit the officer shall be placed in the "initial pay step", as defined below, of Pay Grade 8. During the Recruit period the officer shall have none of the rights and privileges afforded by this agreement. A Probationary Officer shall be entitled to all privileges of this Agreement except that the officer shall not be entitled to grieve disciplinary action, if any, under the provisions of Article 5 of this agreement. Upon the completion of the Recruit phase and certification by CLEET the officer shall remain in the initial step of Pay Grade 8. Officers who are CLEET certified on the date of hire shall also be placed in the initial step of Pay Grade 8. Upon completion of a total of twelve (12) months employment, or up to fifteen (15) months if extended by the Chief of Police pursuant to Article 1.1, and a satisfactory rating by the officer's supervisors and the Chief of Police, the Probationary officer will be designated a Police Officer or terminated for unsatisfactory performance. Upon designation as a Police Officer the officer shall remain in the initial step of Pay Grade 8, but shall have all the rights and privileges afforded by this Agreement. The "initial step" within Pay Grade 8 shall depend on in which of the below groups an officer is hired.

4A. This paragraph applies to employees hired on or after July 1, 2018.

Officers hired on or after July 1, 2018 shall initially be placed in Pay Grade 8, Step B. Upon completion of thirty-six (36) months of employment in Pay Grade 8 Step B [including time spent in Grade 8 Step B as a Recruit and Probationary Officer] the officer shall be eligible to receive their first merit step increase provided he/she received an overall rating of "Standard" or above on his/her latest "Employee Performance Evaluation".

4B. This paragraph applies to employees hired between July 1, 2016 and June 17, 2018.

Officers in this category are hired to start in Pay Grade 8, Step A. These officers will be eligible to receive their first merit step increase upon completing twenty-four (24) months of service. Said merit step increase is contingent upon the Officer receiving an overall rating of "Standard" or above on his/her latest "Employee Performance Evaluation".

4C. This paragraph applies to employees hired before July 1, 2016

1. Officers hired on or around February 1, 2016 [whether currently in Recruit, Probationary or Non-Probationary Status] were placed at that time in Grade 6 Step A, and were subsequently moved to Grade 8 Step A on July 4, 2016. Due to this bump up in hourly pay these officers will not be eligible to receive a merit step increase until completing 24 months of credited service with the Lawton Police Department. Said eligibility to receive a merit step increase shall be contingent upon the officer receiving an overall rating of "Standard" or above on their most recent "Employee Performance Evaluation."

2. Officers hired in July 2015 shall be required to complete 24 months of credited service with the Lawton Police Department to be eligible for their first merit step increase to Grade 8 Step B. Said eligibility to receive a merit step increase shall be contingent upon the officer receiving an overall rating of "Standard" or above on their most recent "Employee Performance Evaluation."

4D. Officers that are in Pay Grade 8A on June 17, 2018 shall automatically receive a bump up in pay to Grade 8B on June 18, 2018. This bump up in the Officer's hourly rate of pay shall not affect their date of eligibility for their first/next merit step increase.

Section 5. If any disputes arise regarding an officer's placement on the Department Seniority Roster, for purposes of the effective date or date of eligibility for a merit step increase, the dispute shall be resolved by a representative of the Union, and a representative of the City, meeting and conferring. Their decision shall be final.

Section 6. Effective February 25, 2019, the spread between Step F and Step G and the spread between Step G and Step H will be increased as set out in the attached pay chart that will become effective on that date. The increased cost incurred by the City from this provision in FY-18-19 shall be funded from the available funds generated from the public safety sales tax, subject to the annual $2,684,000.00 spending limitation set forth in City Code Section 10-18-1804(A)(1)(b) and paragraph (A)(1)(b) of Resolution 20-28.

Section 7. Effective July 1, 2019, a new step called "I Step" will be added to the pay plan as set out in the attached pay chart scheduled to become effective on that date. The increased cost incurred by the City from this provision in FY-19-20 shall be funded: (1) from available funds generated from the public safety sales tax, subject to the annual $2,684,000.00 spending limitation set forth in City Code Section 10-18-1804(A)(1)(b) and paragraph (A)(1)(b) of Resolution 20-28, or in the event there are insufficient public safety sales tax funds available, (2) from the general fund.

a. Sergeants who, as of July 1st, 2019 have been in H step for more than a full year and whose official evaluation date falls between July 1st 2019 and January 12th, 2020 and who meet the qualifications for a step increase shall be moved to I step on that evaluation date. Sergeants who as of July 1st, 2019 have been in H step for more than a full year and whose official evaluation date falls between January 13th, 2019 and June 30th 2019 who meet the qualifications for a step increase shall be moved to I step on January 13th, 2020, unless they have received a supplemental evaluation that makes them ineligible for a step increase.

b. All other officers not specifically covered in the above sub-paragraph (a) who have been in "H Step" for a minimum of twelve months will advance to "I Step" on their next regular anniversary step date, provided they are otherwise eligible to receive a merit step increase.

CITY OF LAWTON POLICE SALARY SCHEDULE JULY 1, 2018 THROUGH FEBRUARY 24, 2019

[Referenced for Historical Purposes]

	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
8	18.71	19.67	20.66	21.68	22.77	23.92	24.51	25.12
11	20.30	21.31	22.38	23.50	24.69	25.93	26.58	27.24
12	20.71	21.73	22.82	23.94	25.14	26.43	27.09	27.76
15	22.28	23.40	24.54	25.78	27.05	28.68	29.40	30.13
18			26.46	27.78	29.17	30.65	31.42	32.20
21			28.70	30.12	31.62	33.24	34.07	34.92
23					33.00	34.64	35.51	36.40
26					35.78	37.58	38.53	39.49
27						38.28	39.23	40.21
30						41.50	42.52	43.58

CITY OF LAWTON POLICE SALARY SCHEDULE FEBRUARY 25, 2019 THROUGH JUNE 30, 2019

[Referenced for Historical Purposes]

	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H
8	18.71	19.67	20.66	21.68	22.77	23.92	25.12	26.38
11	20.30	21.31	22.38	23.50	24.69	25.93	27.23	28.59
12	20.71	21.73	22.82	23.94	25.14	26.43	27.75	29.14
15	22.28	23.40	24.54	25.78	27.05	28.68	30.11	31.62
18			26.46	27.78	29.17	30.65	32.18	33.79
21			28.70	30.12	31.62	33.24	34.90	36.65
23					33.00	34.64	36.37	38.19
26					35.78	37.58	39.46	41.43
27						38.28	40.19	42.20
30						41.50	43.58	45.76

CITY OF LAWTON POLICE SALARY SCHEDULE JULY 1, 2019 THROUGH JUNE 30, 2020 &

JULY 1, 2020 THROUGH JUNE 30, 2021

	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I
8	18.71	19.67	20.66	21.68	22.77	23.92	25.12	26.38	27.70
11	20.30	21.31	22.38	23.50	24.69	25.93	27.23	28.59	30.02
12	20.71	21.73	22.82	23.94	25.14	26.43	27.75	29.14	30.60
15	22.28	23.40	24.54	25.78	27.05	28.68	30.11	31.62	33.20
18			26.46	27.78	29.17	30.65	32.18	33.79	35.48
21			28.70	30.12	31.62	33.24	34.90	36.65	38.48
23					33.00	34.64	36.37	38.19	40.10
26					35.78	37.58	39.46	41.43	43.50
27						38.28	40.19	42.20	44.31
30						41.50	43.58	45.76	48.05

Effective June 18, 2018 Step 8A will not be used and Step 8B will become the new starting hourly pay rate, (i.e. "initial pay step").

ADDENDUM B
LEAVE BANK

SUBJECT: Voluntary Leave Bank

PURPOSE: To establish procedures for a voluntary leave bank program under which accrued leave of an Officer can be transferred to a central bank. And to establish procedures under which eligible Officers can receive leave from the Leave Bank. Finally, this addendum also establishes a procedure where officers can request to transfer accrued leave on an individual basis to another officer – outside the provisions of the Leave Bank – subject to certain restrictions.

DEFINITIONS:

1. **Leave Donor** - means an Officer who has submitted a voluntary written authorization for transfer of leave to the Leave Bank.
2. **Leave Bank Status** - means the Administrative status while the employee is using leave from the Leave Bank.
3. **Categories of Leave**
   - A. Medical Emergency Leave
   - B. Non-Medical Emergency Leave

PROCEDURES:

1. **Application to become a leave recipient**

A. An Officer who has been affected by a Medical Emergency may submit written application to the Leave Bank Committee to become a leave recipient. In order to qualify for medical emergency leave, a request for leave from the leave bank may be made under the following criteria.

1. All accrued sick leave must have been used, or will be used during the Medical Emergency.
2. Fifty percent (50%) of all accrued vacation leave must be used, or will be used during the Medical Emergency.

B. An Officer who is requesting leave for Non-Medical Emergencies may submit written application to the Leave Bank Committee to become a leave recipient. In order to

qualify for Non-Medical Emergency Leave, a request for leave from the Leave Bank may be made under the following criteria. If overtime does not have to be approved by the Department:

Any Officer may make application on another Officer's behalf to receive leave from the Leave Bank.

Each application must include the following information to be considered:

1. Name, Position, Title, and Division of the potential leave recipient.

2. The reasons why Leave Bank leave is needed including a brief description of the nature and anticipated duration of the Officer's potential absence.

C. The application may be submitted as an informal memorandum or letter and must be dated and signed by the applicant or the Officer, or other person filing and acting on the employee's behalf.

2. **Application Approval Procedures**

A. All applications will be forwarded to the Leave Bank Committee for approval or denial. The Leave Bank Committee will either approve or deny the request for leave by the most expedient way possible, and immediately notify the Officer's supervisor. If denied, the reasons for denial will be provided in writing to the applicant.

B. Approved and denied applications will be processed through the office of the Chief of Police.

3. **Donation of Leave**

A. Donations of leave may be done on a volunteer basis only. An Officer will specify how much of his/her leave will be donated to the leave bank. All accrued leave time that exceeds the amount allotted by the current Agreement for each individual Officer may be transferred to the Leave Bank.

B. Type of leave which may be donated are restricted to accrued vacation and sick leave.

C. The completed form will be sent to the office of the Chief of Police for processing and filing.

4. **Limitation on Leave for an individual Recipient**

The amount of leave which an individual recipient may receive shall be limited to 60 days provided, however, that extensions may be granted. The Leave Bank Committee has the authority to require documentation to substantiate a Medical Emergency.

5. **Monitoring the status**

The leave recipient's immediate supervisor is responsible for monitoring the Officer on leave. The extent of the monitoring will be determined on a case by case basis.

6. **Termination of eligibility to use Leave Bank leave**

Eligibility to use Leave Bank leave will terminate when:

A. The leave recipient's employment is terminated; or

B. The leave recipient is approved for retirement; or

C. The leave recipient's immediate supervisor receives notice the leave recipient has returned to work.

7. **Restoration of Leave to the Leave Bank**

Any transferred leave remaining to the credit of a leave recipient shall be restored to the Leave Bank.

8. **Leave Bank Committee**

The Leave Bank Committee shall consist of at least three members: The members will be members of the Union Executive Board. The Leave Bank Committee will only determine cases that are being requested from the Leave Bank.

A. The Chief of Police, or his/her designee, will be a member of the Leave Bank Committee.

B. The designee will be a member of the Lawton Police Department.

9. **Criteria for Approval of Use of the Leave Bank**

In addition to requirements established elsewhere in this policy, the Leave Bank Committee shall use the following criteria for determining approval of applications for Leave Bank use:

A. Adequate hours must be available in the Leave Bank.

B. The Leave Bank Committee must satisfy itself that the applicant did not abuse or unwisely use leave time during prior years of employment.

10. **Prohibition of Coercion**

No employee or supervisor shall directly or indirectly intimidate, threaten, or coerce any employee for the purpose of interfering with any right such employee may have with respect to participation or non-participation in the Leave Bank Program.

11. **Leave Transferred**

An Officer may request his/her leave time be transferred to another Officer, individually, who is in need of medical emergency leave or non-medical emergency leave, without submitting application through the Leave Bank Committee. Such requests shall be made in writing by the requesting officer to the Police Chief with the requesting officer also providing a copy of the request to the Human Resources Director. The officer identified in the request to receive the leave time must also indicate in writing his/her willingness to accept the

leave. An officer approved to transfer leave time under the provisions of this paragraph may not receive leave time under the provisions of this paragraph for a period of twenty-four months after being approved to transfer leave time to another officer. The determination of whether or not an officer is in need of receiving medical emergency leave or non-medical emergency leave shall be made by the Police Chief. The Police Chief shall have authority to require documentation to substantiate that an emergency exists. Notwithstanding the other limitations of this paragraph, the Police Chief may also deny an officer's request to transfer leave time when such a request is contrary to the needs of the service or in conflict with any other provision of this Agreement.

ADDENDUM C

HISTORIC LONGEVITY ACCRUAL CHART

Years of Service	Historic Longevity Rate	Bi-weekly Benefit	Annual Payment
4	$ 5.61	$ 22.44	$ 583.44
5	$ 5.61	$ 28.05	$ 729.30
6	$ 5.61	$ 33.66	$ 875.16
7	$ 5.61	$ 39.27	$ 1,021.02
8	$ 5.61	$ 44.88	$ 1,166.88
9	$ 5.61	$ 50.49	$ 1,312.74
10	$ 5.61	$ 56.10	$ 1,458.60
11	$ 5.61	$ 61.71	$ 1,604.46
12	$ 5.61	$ 67.32	$ 1,750.32
13	$ 5.61	$ 72.93	$ 1,896.18
14	$ 5.61	$ 78.54	$ 2,042.04
15	$ 5.61	$ 84.15	$ 2,187.90
16	$ 5.61	$ 89.76	$ 2,333.76
17	$ 5.61	$ 95.37	$ 2,479.62
18	$ 5.61	$ 100.98	$ 2,625.48
19	$ 5.61	$ 106.59	$ 2,771.34
20	$ 5.61	$ 112.20	$ 2,917.20
21	$ 5.61	$ 117.81	$ 3,063.06

The above-referenced chart is subject to the eligibility requirements in Section 8.4 B. Additionally, column four titled "Annual Payment" is for illustrative purposes only. Depending upon an officer's anniversary date that officer's historic longevity payment may be different than the amount listed in column four. See Section 8.4.