

THE CITY OF EUFAULA, OKLAHOMA
A MUNICIPAL CORPORATION

AND

FRATERNAL ORDER OF POLICE

LODGE NO. 207

FISCAL YEAR 2009-2010

PREAMBLE

This Agreement is entered into this 5 day of May 2009 between THE CITY OF EUFAULA, hereinafter referred to as "Employer" and F.O.P. Lodge 207, hereinafter referred to as "UNION". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein the basic and full agreement between parties concerning rates of pay, wages, hours of employment and other conditions of employment. This agreement reduces to writing the full and complete agreement of the parties, and supersedes all prior negotiations and contracts, whether written or oral. This Agreement may be amended by mutual agreement of the parties, which amendment must be reduced to writing, executed by both parties and attached hereto.

ARTICLE 1

RECOGNITION

Section 1. The Employer recognizes F.O.P. Lodge 207, as the exclusive bargaining representative for full time commissioned officers employed by the Eufaula Police Department, except:

- A. The Chief of Police
- B. Administrative Assistant as appointed by the Chief of Police
- C. Probationary Employees shall not have the Grievance Procedure, Article 8, available to them during the period they serve on the initial probationary period, and
- D. Civilian Employees, including Dispatchers.

ARTICLE 2

DURATION OF AGREEMENT

Section 1. The Agreement shall become effective the 1st day of July 2009 and shall remain in full force and effect until midnight, June 30, 2010.

Section 2. Whenever wages, rates of pay, or any other matters requiring the appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the bargaining agent to serve written notice of the request for

collective bargaining on the Employer not less than one hundred twenty (120) calendar days prior to June 15th of each year, not later than February 15th, which is the date the Mayor must submit his budget to the governing body.

ARTICLE 3

SAVINGS CLAUSE AND SUBORDINATION

Section 1. If any article or section of this Agreement or any provision thereof should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby.

Section 2. In the event that any provision of this contract shall conflict with the Policies and Procedures Manual of the City of Eufaula, The Eufaula Police Operations Manual, or any other personnel policy, or procedural directive of the City of Eufaula then, and in the event, this contract shall be controlling and conflicting publication shall be subordinate thereto.

Section 3. The Employer may change the City Personnel Policies and Police Department Operations Manual from time to time; however, the bargaining unit members will be advised of such changes ten (10) days before the effective date of the change. If changes affect terms and conditions of employment, the change must be made with mutual consent of the parties.

ARTICLE 4

PROHIBITIONS OF STRIKES

Section 1. During the term of this Agreement, F.O.P. agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism or being party to such activities.

ARTICLE 5

MUTUAL RESPONSIBILITY TO ASSURE EQUALITY OF TREATMENT

Section 1. No Employee shall be favored or subjected to discrimination by the Employer or by the Union because of race, creed, color, sex, national origin, political affiliations, or union activities.

Section 2. The Employer and the Union agree not to interfere with the right of an Employee to become or not become a member of the Union and further agree that there will be no discrimination or coercion against any Employee because of Union membership or non-membership.

ARTICLE 6

MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights or functions of management. Without limiting the generality of the foregoing, as used herein, the term “rights of management” include:

1. Manage the affairs of the Police Department in all respects except as specifically modified by this Agreement.
2. The right to assign working hours, including shift assignments and overtime.
3. The right to establish, modify or change work schedules, manning of vehicles, amount of vehicles remaining for reserve officers, etc.
4. The determination of the Police Department policy, including the right to assign Employees to other duties within the Police Department when a vehicle is out of service.
5. The rights to direct Employees of the Police Department, including the right to hire, promote or transfer any Employee and to suspend, demote, discharge or take other disciplinary action against Employees for any justifiable management reason. Probation for promotions shall be twelve (12) months.
6. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department, the determination of job classifications and ranks based upon duties assigned.
7. The determination of the safety, health, and property protection measures for the Police Department.
8. The selection, promotion, or transfer of Employees to supervisory or other managerial or technical positions.
9. The allocations or assignment of work to Employees within the Police Department.
10. The determination of policy affecting selection or training of Employees.

11. The scheduling of operations and determination of the number and duration of the hours assigned duty per week.
12. The establishment, modification, and enforcement of Police Department rules, regulations, policies, and procedures. When the rules, regulations, policies, and procedures are reduced to writing, each Employee of the bargaining unit shall be provided a copy of those rules, regulations, policies and procedures, and shall further receive training on them. The Employer specifically reserves the right to modify and enforce those items currently set forth as rules and regulations of the Police Department, and to establish, modify and enforce such rules, regulations and orders as is necessary to carry out the rights of management set forth in this Article which are reasonably within contemplation of the rules, regulations, and orders in the Operations Manual, provided that policies which affect hours and wages be provided to the Union a minimum of ten (10) days prior to implementation date which shall be the advance notification of such changes.
13. The transfer of work from one position to another within the Police Department.
14. The introduction of new, improved or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.
15. The placing of services, maintenance, or other work with outside contractors or with other agencies of the City.
16. The determination of the number of ranks and the number of employees with each rank.
17. The determination of the amount of supervision necessary.
18. The transfer of Employees from one patrol district, unit, or subdivision to another, or any transfer of Employees from one department division to another.
19. The right to create new division and services within the Police Department.

ARTICLE 7

UNION RIGHTS

Section 1. All rules, regulations, rights, privileges, fiscal procedures, working conditions and departmental practices of the Eufaula Police Department currently enjoyed by the Union which are not included in the Agreement shall remain in full force,

unchanged and unaffected in any way unless modified or changed by the specific terms of this Agreement.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. It is the intent of the parties to this Agreement to prevent grievances and to settle any which may occur as fairly and as promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence and between steps of the grievance procedure and the time in which each answer must be given. The time indicated by this provision may be extended only by written mutual agreement of the parties. If the aggrieved Employee does not observe a time limit, the grievance shall be considered settled in favor of management. If management does not observe a time limit, the Employee may proceed to the next step.

Section 2. "Grievance" as used in this Agreement shall be defined as any dispute, which may arise involving the interpretation or application of any of the provisions of this Agreement or the action of any parties hereunder.

Section 3. Grievances shall be presented within twenty (20) business days of the occurrence and then be processed in the following manner and within the following stated time limits (all days shall be business days):

1. The aggrieved Employee(s), with or without the Union representative, will present the grievance in writing to his immediate supervisor and forward a copy to the President of the Union or his designee. The immediate supervisor will give his verbal answer within two (2) full business days of the date or presentation of the grievance.
2. If the grievance is not settled in Step 1 within two (2) business days, the aggrieved Employee(s) will present the grievance to the Union within five (5) business days. If the Union shall determine no grievance exists no further action will be taken. If the Union determines a grievance does exist, the grievance shall proceed to Step 3 within five (5) business days.
3. The Union will present the grievance to the Chief of Police or his designee to whom will give a written answer within five (5) business days after presentation.
4. If the grievance is not settled in Step 3 within two (2) business days, it shall be referred to the Mayor. The Mayor shall make a ruling concerning the grievance with five (5) business days after receipt of the grievance.

5. If the grievance is not settled in Step 4, and if the Union decides a valid grievance exists, within five (5) business days from the Mayor's ruling, the Union may request that the matter be submitted to arbitration for a final decision as follows:

- f. Within five (5) business days from the date of the request for arbitration, the Union and the Employer shall each select and name one arbitrator and shall immediately thereafter notify each other in writing of the name and address of the person so selected. The two arbitrators so selected and named shall, within five (5) business days shall agree and select a third arbitrator. If on the expiration of the period allowed therefore, the arbitrators are unable to agree upon the selection of a third arbitrator, the bargaining agent and the Employer shall request that the Federal Mediation and Conciliation Service provide a list of at least seven (7) arbitrators. Within five (5) business days after receipt of the list of arbitrators from the Federal Mediation and Conciliation Services, the Union and the Employer shall alternately strike the name of one (1) arbitrator from the list until one (1) name remains, with the initiating party making the first strike from said list. The last remaining name shall be the arbitrator of the grievance.
- g. The arbitrator shall schedule a hearing to be held within a reasonable time after the date of appointment and shall provide at least seven (7) business days notice, in writing, to the Union and the Employer of the time and place of such hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator might be received into evidence. The arbitrator shall have the power to administer oaths and require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence relative or pertinent to the issues presented for determination.
- h. A hearing conducted by the arbitrator shall be concluded within twenty (20) days from the time of commencement. Within sixty (60) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing finding and conclusions with respect to the issues presented. A copy of the opinion shall be mailed or otherwise delivered to the Union and the Employer.
- i. The decision of the arbitrator shall be final and binding, except, as a matter of public policy, an arbitration award arising from the employer's imposition of any disciplinary action resulting in loss of pay, suspension, demotions of position, or termination may be subject to judicial review.

- j. The cost of the arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party requesting shall pay for it.

Section 6. In the event the Employer should find it necessary to file a grievance against the Union, then the Employer shall present the grievance to the President of the Union, or his designee, in writing. The Union will respond within five (5) full business days of receipt. If the grievance is not settled by the Union's response, the Employer may proceed to Step 5.

Section 7. It is understood and agreed that when a grievance is filed the act of filing such grievance procedure shall constitute authorization to reveal to participants in the grievance procedure any and all information available concerning said grievance. Such filing shall further constitute a release from any and all claims of liability because of such disclosure.

ARTICLE 9

HOLIDAYS

Section 1. All holidays as recognized by the City shall be accrued at the rate of double time. This payment is full payment of all hours and overtime worked on a holiday and the provisions of Article 13 does not apply. Time computations start at midnight of the day set by the City and ends twenty four hours later. The Police Department shall submit a monthly report of all employees and their time worked on holidays. All holidays shall be paid in cash on a monthly basis. At the discretion of the Mayor, a holiday may be observed on a day other than the day recognized by the Federal Government.

ARTICLE 10

VACATIONS

Section 1. Accrued leave is earned based on service. Regular full-time employees with 15 or more years service earn 20 days(160 hours) of annual leave per year, those with 3 but less than 15 years earn 17.5 days(140 hours), and those with less than 3 years earn 12.5 days (100 hours) per year. Leave shall be credited in the following manner:

| Years of Service | Accrued Leave |
|------------------|--------------------------------|
| 1- 3 years | 12.5 days per year_(100 hours) |
| 3-15 years | 17.5 days per year (140 hours) |
| 15 or more years | 20 days per year (160 hours) |

Section 2. Annual leave accrued and taken shall be subject to the following conditions:

- a. Annual leave must be applied for by the employee and may be used only when approved by the Mayor. Request of annual leave in excess of six (6) days should be submitted to the Mayor at least one week in advance. Annual leave should be taken at such time or times when it will least interfere with the efficient operations of the department.
- b. Full-time employees accrue annual leave according to the full annual leave schedule. Full-time employees, who have not used their annual leave at the end of the fiscal year, may be paid at their hourly rate for such annual leave not used. It is recommended that a minimum of 40 hours be carried over into the next fiscal year.
- c. Part-time or temporary employees do not accrue annual leave, which would be accrued under full-time employment.
- d. Annual leave earned during a pay period in which the employee does not work the full pay period shall be prorated in accordance with the days an employee is on the payroll.
- e. The Mayor, following a discussion with the affected employee, may require an employee to take the annual leave whenever, in his administrative judgment, such action would be in the interest of the officer and employee.
- f. Annual leave may not be taken in advance.
- g. Annual leave shall not accrue to any employee on leave of absence without pay, suspension, or layoff.
- h. An employee shall use all earned accumulated annual leave before he is granted leave without pay, except as otherwise provided in these rules.
- i. Annual leave shall be taken upon a workday basis based upon a forty hour schedule, i.e. charged at 8 hours per day. Holidays falling within a period of annual leave shall not be counted as workdays or charged as vacation.
- j. An employee who resigns or is dismissed from employment shall be paid for annual leave accrued, up to a limit of 75% of maximum annual leave accrual (at end of the fiscal year) allowed for that employee.
- k. Vacations must be scheduled each year with the supervisor. To satisfy the employee's preferences, as well as meets the staffing needs of the

department, the employee will discuss their vacation plans in advance with the supervisor.

ARTICLE 11

GROUP INSURANCE

Section 1. Health and Dental coverage for which an employee may become eligible will be effective on the first day of the month following 30 continuous days of employment. Covered employees and eligible dependents will receive an I.D. card and certificate describing rights and responsibilities of the plan. The Employer shall pay the premium for the employee coverage and the dependent coverage shall be the responsibility of the employee.

ARTICLE 12

SICK LEAVE

Section 1. Employees covered by this Agreement shall accrue ten (10) hours of sick leave for each month of service. Accrual may change to eight (8) hours if shifts change is made at the discretion of the Police Chief in accordance with Article 6, Section 3 of this Agreement. Employees shall accumulate sick leave beginning July 1, 2005 with a maximum accrual of 960 hours.

Section 2. Employees must notify their supervisor in advance, or as early as possible, when absence from work is necessary because of sickness.

Section 3. If absence is longer than two (2) consecutive days, a doctor's statement may be required before returning to work. Excess absence due to abuse of sick leave, including failure to timely report an illness and improperly reporting an illness shall be cause for disciplinary action including termination of employment.

Section 4. Members may, with the Mayor's approval, donate up to 24 hours per incident, of accrued vacation hours to another member who has depleted his/her vacation and sick leave time.

ARTICLE 13

HOURS OF WORK AND OVERTIME

Section 1. In addition to his regular rate of pay, an Employee who engages in law enforcement activities shall receive as overtime premium of one-half of his regular hourly rate for each compensable hour of work in excess of forty (40) hours of work in a stated

seven (7) day period. Holiday premium pay of double time (2X pay) is excluded from this provision.

Section 2. Time spent on vacation, sick leave, or any other paid leave shall not count as hours worked for computing overtime pay.

Section 3. Upon request by the supervisor or other representative of management, Employee's shall be required to work overtime assignments; the employee may be relieved from working the overtime assignment only upon presentation of an excuse valid and acceptable to management.

Section 4. Officers assigned to the second shift, (1700 to 0300) shall receive fifty dollars (\$50.00) per month as shift differential pay, and officers assigned to the third shift (2100 to 0700) shall receive seventy five (\$75.00) per month as shift differential pay. Officers temporarily working these shifts shall only receive overtime pay, if applicable.

ARTICLE 14

LAYOFF AND RECALL

Section 1. In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in inverse order of their total seniority on the Police Department.

Section 2. Whenever an employee is subject to lay off, he shall be given two weeks advance written notice, by certified mail, by the Office of the Mayor. Said notice shall state:

- a. The date of proposed separation from service;
- b. The employee's seniority date;
- c. The employee's job classification.

Section 3. Employees shall be recalled from lay-off according to the reverse order in which they were laid off. Notice of recall shall be sent to the employees at his last known address by certified mail. If the laid off employee fails to notify the Chief of Police within fifteen (15) days after receipt of such recall, notice that individual intends to return, or if the individual fails to return to work, the individual is then considered as having resigned.

Section 4. No new employee shall be hired until all employees who were on lay off status have been offered to be rehired.

ARTICLE 15

UNIFORMS AND UNIFORM ALLOWANCE

Section 1. The employer shall provide uniforms and equipment required for uniformed officers, except leather gear and footwear. Upon termination of employment, the Employee shall return all City-owned equipment and uniforms to the Chief of Police.

Section 2. The Employer shall repair or replace uniforms including leather goods (excluding footwear) damaged or destroyed in the line of duty. Personal body armor purchased by the Employee, which is damaged or destroyed in the line of duty, will be repaired or replaced by the Employer. Additionally, if such body armor is damaged or destroyed through normal wear and tear the Employer shall repair or replace such body armor every five (5) years.

Section 3. All members of the bargaining unit shall receive a monthly uniform allowance of \$50.00 per month. This allowance is to provide for cleaning and general repair of uniforms. This allowance will be included into the regular pay of the member.

Section 4. The City shall provide one (1) box of fifty (50) rounds of duty ammunition per year for officer owned and approved hand guns and shotgun ammunition for approved shotguns. The Chief of Police shall determine the appropriate ammunition and vendor.

ARTICLE 16

PERSONNEL FILE

Section 1. A copy of all personnel records on any Employee of the Police Department concerning an investigation, complaint, reprimand, counseling sessions for violation of any rule, regulation or policy or any other information or documentation, which might be considered as being detrimental to the Employee's position, advancement or future with the Department, shall be furnished to the Employee within five (5) days from the date of completion of such investigation, complaint, reprimand, counseling sessions or documentation.

ARTICLE 17

OFF DUTY EMPLOYMENT

Section 1. Employees have the right to seek and obtain employment during their off duty time. An employee who's off duty employment requires the use of the Eufaula Police Department uniform shall submit a written request to the Chief of Police. Within five (5) business days of the written request, the Chief of Police shall respond to the

request. Off duty employment that does not require the use of the Eufaula Police Department uniform of police related functions do not require advanced approval.

Section 2. Off duty employment is subject to the following limitations:

- a. Such employment shall not interfere with the officer's employment with the Department.
- b. Officers will not engage in any employment or business involving the sale or distribution of alcoholic beverages, investigative work for insurance agencies or attorneys that may be in conflict with an investigation of any law enforcement agency.

ARTICLE 18

POLICE OFFICERS BILL OF RIGHTS

Section 1. Members of the bargaining unit have a right to representation by counsel or a designated FOP representative any time the member requests said representative. Counsel or FOP representative shall be at the expense of the member.

Section 2. All members of the bargaining unit shall strive to conduct themselves in a professional manner at all times while on or off duty. No member shall be disciplined or threatened with discipline except for good and sufficient cause.

Section 3. No member shall be required to donate or contribute money or off duty time to any political campaign, charitable organization or any other activity as a condition of employment.

Section 4. No discipline whether founded or unfounded will be maintained in an employee's official personnel file unless and until a final resolution is made including any grievance and arbitration hearing, if the matter has been grieved.

ARTICLE 19

MANAGEMENT – LABOR MEETINGS

Section 1. The Mayor or his representative upon request of either party to the Agreement shall arrange a meeting between the parties for consultation over the terms and conditions established by the Agreement or any other matter concerning conditions of employment. The meetings shall be informal, and resulting recommendations shall be provided to the Mayor for his action. This article does not open the Agreement or any part thereof to negotiations.

ARTICLE 20

TAKE HOME CAR PROGRAM

Section 1. Members of the bargaining unit may be allowed to take an assigned patrol unit to and from their place of residence provided they reside within ten road miles of the City Limits. If the member resides outside this mileage limit, they shall leave the unit at the Police Department. The Mayor is the final approving authority of this provision.

Section 2. Members shall be responsible for the care and cleaning of the assigned unit.

Section 3. Members may drive the assigned unit whenever on City or Departmental business only. The unit shall not be used as a personal vehicle or to transport civilian personnel, including family members. Mileage shall be monitored by the Police Chief and violation of this article may result in loss of the take home car privilege and other disciplinary action.

Section 4. Members are responsible to keep the patrol units cleaned, and therefore, members shall receive ten dollars (\$10.00) per month to use for washing the unit.

ARTICLE 21

BULLETIN BOARD

Section 1. The FOP may provide a bulletin board, the size and location as approved by the Chief of Police. The purpose of the bulletin board shall be the placement of notices concerning FOP, education, legal, recreational, social affairs and such other matters as may be agreed upon by the FOP and the City. It is understood that materials of political, controversial, inflammatory nature shall not be posted. The Chief of Police or his designee shall be authorized to remove any material from the bulletin board which does not conform to the intent of the Article. Before removal of the material, the FOP shall be notified and requested to remove the material. The FOP shall limit their postings to the bulletin board.

ARTICLE 22

REGULAR AND SPECIAL MEETINGS

Section 1. FOP shall be permitted to hold one regular and one special meeting per month on the City's premises between the hours of 6pm and 10pm. Meetings shall not

exceed two hours, the time and location of such meetings must be approved by the Chief of Police, or his designee before said meeting.

Section 2. It is understood that the FOP and the City will cooperate in this Agreement and excessive requests will not be made by the FOP and permission to hold meetings shall not be unreasonably denied by the City, so long as meetings do not impede or interfere with normal operations of the Police Department.

Section 3. On duty police officers may attend FOP meetings held at the Police Department as long as the mission of the police service activities is not compromised.

ARTICLE 23

ADMINISTRATIVE LEAVE

Section 1. Administrative leave is defined as an absence at no charge to an employee's earned leave. Some conditions which the Mayor may excuse employees from duty without charge to their leave are donating blood to a blood bank, voting, for closing due to extreme weather conditions, training, and career development, etc.

Section 2. Only full time employees are eligible for administrative leave.

ARTICLE 24

COURT AND JURY SERVICE

Section 1. When an employee is subpoenaed in private litigation by some party other than the Federal Government, the State of Oklahoma, or political sub-division thereof, to testify as an individual, the time absent by the reason thereof shall be to take as annual leave or leave without pay as the department may direct.

Section 2. Any employee subpoenaed by the Federal Government, the State of Oklahoma, or any political sub-division to testify on their behalf shall accrue four hours overtime daily. Any subpoenas outside the county shall be at a rate of four hours overtime, plus time and a half over the base four hours.

ARTICLE 25

FUNERAL LEAVE

Section 1. In the event of death in the immediate family, the member has time needed up to three working days with pay, to handle family affairs and attend the funeral.

“Immediate” family is defined as father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents and grand children.

Section 2. The Mayor is the approving authority for funeral leave time.

ARTICLE 26

LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leave of absence without pay may be granted at the City’s discretion to regular full time employees to maintain continuity of service in instances where unusual unavoidable circumstances require prolonged absence. There are other factors to be considered, such as benefit continuation, reinstatements and approval processes. Employees shall discuss these issues with the Mayor for details.

ARTICLE 27

TRAINING

Section 1. All officers shall accrue comp time at time and a half for any elective training schools attended. Forty hours of comp time is the maximum that can be accrued. Any training that is required by the department of the officer is exempt from the forty hour maximum. The department is responsible for providing a vehicle for the officer to attend training schools. Any training over the base forty hours is at the officer’s discretion.

ARTICLE 28

DUES DEDUCTION

Section 1. The city clerk upon written request of a union member shall deduct the monthly dues from a member’s salary. It is understood that all bargaining unit members shall have their dues automatically deducted from their salary. The city clerk shall issue a check monthly to the union for dues collected from the members of the bargaining unit. The city may charge a fee, not to exceed \$.50 per member for administrative costs.

ARTICLE 29

COPIES OF CONTRACT

Section 1. The city, after the contract has been finalized, shall make copies of said contract for all members of the bargaining unit. These copies shall be distributed within thirty days after the contract has been ratified.

ARTICLE 30

SENIORITY

Section 1. Seniority shall commence from the date, which the Employee is employed in the Eufaula Police Department as a commissioned officer; however, until the initial employment probation is completed, the Employee shall not attain seniority status. As the conclusion of his employment probation, his initial probationary service shall count on his seniority to be accumulated in the future.

Section 2. Employment probation shall last one year from the initial date of employment, provided, however, at the discretion of the Mayor, employment probation may be extended for an additional period, not to exceed six months, upon written notice to the officer including the reason therefore prior to the conclusion of the initial year.

Section 3. Seniority shall be a factor to be considered by the City in determining the following:

- a. Days off;
- b. Vacation leave;
- c. Holiday leave.

Section 4. Any Employee covered by this Agreement who resigns from the Eufaula Police Department during the term of this Agreement shall forfeit all seniority and if rehired by the department, his seniority date will be the date of his rehire.

ARTICLE 31

INJURY LEAVE

Section 1. Injury leave may be granted by the Mayor for such time as the injured employee is unable to return to his/her regular assigned duties due to service connected injury or illness, but in no event shall the injury leave exceed 180 calendar days. While on injury leave, the employee shall receive his/her regular salary, exclusive of overtime compensation, and other allowances. Payment received during the period of injury leave under the Workers' Compensation Act for temporary total disability resulting from such illness or injury shall be deducted for the injury leave payment made by the City. It is understood by the parties that payment for injury leave in lieu of Workers' Compensation benefits payable during the period of injury leave.

Section 2. Employees who are unable to return to his/her regularly assigned duties after injury leave has been expended may continue on light duty at his/her regular rate of pay with the approval of the treating physician, and the Mayor, or placed on leave without pay, or terminated for disability reasons. Light duty assignments may be made without regard to the employee's job classification or departmental assignment. The

decision to terminate any employee at the end of the injury leave period shall be made after consideration of such factors as the extent of the injury, supportive medical information, and prognosis for full recovery.

Section 3. Accrued vacation, compensatory time, and sick leave may be used at the end of the injury leave to supplement the temporary total disability payments provided, if any, under the Workers' Compensation Act, if requested by the employee and approved by the City. Such leave and compensatory time shall be taken in whole hours with the total weekly compensation not exceeding the normal salary received by the employee. Use of accrued leave and compensatory time shall not affect the City's discretion to terminate the employee for disability reasons. Employees terminated for disability shall be paid for all unused accrued leaves and compensatory time.

Section 4. Employees who have been injured on the job with the City shall immediately report the injury to the employer, or any person present at the injury scene may report the injury. Employees injured on the job may be required to submit proof of continuing disability from time to time as required by the Police Chief and/or Mayor.

Section 5. Employees injured due to their own negligence or misconduct who fail to comply with established requirements of the City in reporting or processing injury reports, or who fail to cooperate with the City Physician, shall not be eligible for injury leave with pay for any period.

Section 6. Benefits under these provisions shall be concurrent with and not in addition to any benefits established under State law. In the event an employee seeks consultation or treatment which is not approved or prescribed by the City Physician, and the costs for such consultation or treatment are not paid by the City, the employee shall not be eligible to receive injury leave payments for the absence related to the consultation or treatment. Accrued Sick leave shall not be used during such absence.

Section 7. Medical costs incurred by the City from approved emergency medical facilities shall be considered to be approved by the City Physician for the purpose of complying with Section 6 of this Article. The employee may request approval for treatment by a physician other than the designated City Physician.

Section 8. Injury leave attributed to aggravation of a previously approved injury for injury leave purposes, shall be charged to the balance of the original 180 day leave period, if any. Aggravated injuries shall stand the same test or proof as the original injury.

Section 9. Any employee who shall receive payment for work performed for any other employer other than the City while on approved injury leave, may be subject to disciplinary action to include termination of employment. The provision also applies to self employed employees working in their private occupation.

Section 10. Employees on original probation shall not be eligible for injury leave benefits for injuries incurred during such probationary period. Such employees shall be entitled to all benefits provided by the Oklahoma Workers' Compensation Act.

ARTICLE 32

OVERTIME AND COMPENSATORY TIME

Section 1. All overtime worked shall be paid at the rate of time and one-half (1 ½) the regular rate of pay at the end of the pay period in which earned. Overtime work shall be approved by the Police Chief prior to the overtime being worked, when possible.

Section 2. All compensatory time currently recorded by the City Clerk shall be converted to sick leave in whole or in part, or purchased in whole or in part, on an hour for hour basis by the City, with the election of options to be made NLT June 10, 2005. This provision is effective July 1, 2005.

Section 3. Special duty pay of three percent (3%) shall be paid to a member appointed duty as an investigator (detective).

ARTICLE 33

COMPLETE AND ENTIRE AGREEMENT

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to made demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the Employees covered by this Agreement, and that the understanding and agreement arrived at by the parties hereto after the exercise of that right and opportunity are fully set forth in this Agreement. Therefore, the Employer and the Union for the life of the Agreement each voluntarily and unqualifiedly waive its right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered by this Agreement, even though the subject may or may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed the Agreement.

Section 2. The parties further agree that any mutual agreements or understandings, which are reached during the term of this Agreement, shall be reduced to writing.

Section 3. Nothing contained in this Article shall preclude the parties entering into negotiations regarding contract provisions to become effective after the expiration date of this Agreement.

CITY OF EUFAULA
POLICE DEPT. WAGE SCALE
(EFFECTIVE 7-1-09)

| | |
|-------------------|-----------------|
| OFFICER-BASE PAY | \$1987.00 month |
| OFFICER-W/3YRS | \$2085.00 month |
| OFFICER-W/6YRS | \$2187.00 month |
| OFFICER –W/9YRS | \$2296.00 month |
| OFFICER – W/12YRS | \$2407.00 month |
| | |
| SGT-BASE PAY | \$2280.00 month |
| SGT-W/6YRS | \$2298.00 month |
| SGT-W/10YRS | \$2443.00 month |
| SGT-W/14YRS | \$2565.00 month |
| SGT-W/16YRS | \$2693.00 month |

SIGNATURE PAGE



Donna Lyee
CITY CLERK

CITY OF EUFAULA

BY: [Signature]
MAYOR



ATTEST:
[Signature]
SIGNATURE

DATE: 5-5-09

F.O.P. LODGE 207

BY: [Signature]
PRESIDENT